

SOFTWARE LICENSE & GENERAL TERMS

This Software License & General Terms (the “**Agreement**”), dated as of the Effective Date (listed on the Order Form) , is by and between Medical Office Force, LLC., (“**Group**”), and the Physician as listed on the Order Form (“**Physician**”). The Group and Physician are referred to herein individually as “**Party**” and collectively as the “**Parties.**”

BACKGROUND

- The Group has developed a proprietary software platform to provide and facilitate virtual care management, telehealth, and digital record services.
- Physician is a healthcare provider whose patients may benefit from the Group’s services.
- The Parties desire to enter into an arrangement whereby the Group provides the Software (defined below) and Services (defined below) to Physician and Participating Patients (defined below).

AGREEMENT

The Parties hereby agree as follows:

1. **DEFINITIONS.** The following definitions will apply to capitalized terms used throughout this Agreement.
 - a. “**Authorized User**” means the employees, providers, consultants, agents, subcontractors, and licensed healthcare professionals of Physician that Physician authorizes to access the Software on its behalf.
 - b. “**Physician Data**” means (a) all data and information Physician submits or transmits to the Group, excluding any PHI (as defined below) necessary for the Services; and (b) data, records, and information the Group generates that relates directly to the Services for Physician under this Agreement, exclusive of information or documentation that the Group generates for use in the Group’s business generally or for use with multiple Physicians and exclusive of De-Identified Data as defined below.
 - c. “**Physician Support**” means the Physician support provided by the Group to assist Physicians with troubleshooting and questions regarding the use of the technology provided under this Agreement.
 - d. “**De-identified Data**” means personally identifiable information (PII) that has been stripped of certain identifiable elements in accordance with applicable law to render the individual’s data de-identified. Please note that the Parties address de-identified PHI in the Business Associate Agreement (“**BAA**”).
 - e. “**the Group Data**” means: (a) all data, software (in any form), and information the Group submits or transmits to Physician regarding the Group; (b) all data, records, and information generated in the Group’s business or operations, including any information relating to the Group’s subcontractors and/or affiliates; (c) all the Group Intellectual Property (defined below), together with all derivative works of the the Group Intellectual Property; (d) data, records or information occurring in any form, including written, graphic, electronic, visual or fixed in any

tangible medium of expression and whether developed, generated, stored, possessed or used by the Group, Physician, or a third party if related to the items described in (a) through (c) above; and (e) any patient data generated by the Software (including but not limited to patient usage and diagnostic data). the Group Data does not include any data or information that relates exclusively to Physician or Physician's business, operations, or activities.

- f. **"Intellectual Property Rights"** means any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property, or similar rights (including rights in applications, registrations, filings, and renewals) that are now or hereafter protected or legally enforceable under state and/or Federal common laws or statutory laws or laws of foreign jurisdictions.
- g. **"Order Form"** means the Group Order Form provided to Physician for purposes of ordering the Group Software and Services.
- h. **"Participating Patients"** means those patients of Physician's practice that Physician has determined may benefit from the Group Services, that are enrolled in the Services, and have agreed to the Patient-Facing Terms of Use.
- i. **"Protected Health Information"** or **"PHI"** shall have the meaning ascribed to such term in 45 C.F.R. 160.103.
- j. **"Software"** means the Patient App, the Provider-Facing Dashboard, all of the capabilities and functionalities associated with the Patient App and Provider-Facing Dashboard including (i) proprietary cloud-based technology platforms, (ii) the Patient App and related software apps, analytics modules and/or portals, and Authorized User's documentation, and (iii) maintenance hosting services, and/or ongoing user technical support services provided by the Group.
- k. **"Terms of Use"** or **"TOU"** means the agreement between the Group and each of Physician's Authorized Users and Participating Patients who use the Software.

2. SOFTWARE.

- a. **Provider-Facing Dashboard.** The Provider-Facing Dashboard ("**Dashboard**") is a web-based software platform that allows healthcare providers to view, track, and analyze their patients' health data as collected and transmitted via the patient companion platform. The Dashboard also allows healthcare providers to track the time they spend on certain monitoring activities such as checking in with a patient and analyzing collected data.
- b. **Patient Mobile Application.** The Patient Mobile Application ("**Patient App**") is a web-based software application. The Patient App is intended to provide a convenient program for patients and/or their caregivers, as applicable, to compile, access, and share medical records in one convenient platform. The Patient App is not intended for continuous patient monitoring or in such a way that would allow immediate clinical action or healthcare decision-making.
- c. **Care Mobile Application.** The Care Mobile Application ("**Care App**") is a web-based software application. The Care App is intended to provide a convenient program for care managers and practitioners, as applicable, to compile, access, and share medical records in one convenient platform. The Care App is not intended for continuous patient monitoring or in such a way that would allow immediate clinical action or healthcare decision-making.

- 3. **SERVICES.** The Group agrees to provide the associated services indicated on the Order Form ("**Services**"). By selecting a particular service, Physician agrees to the relevant terms associated with

that service set forth in the Services List and Additional Terms attached as **Exhibit A**. The Services List and Additional Terms attachment is incorporated into and made a part of this Agreement.

4. **SOFTWARE ACCESS AND USE.**

- a. **Software Access.** Subject to Physician's compliance with this Agreement, the Group will provide access to the Software to Physician and its Authorized Users. Physician and its Authorized Users may use the Software (a) to upload and/or transmit Physician Data by and through the Software; and (b) to access and use reports generated from time to time by the Group.

Use Restrictions. Physician and its Authorized Users shall not: (i) decompile, reverse engineer or modify the Software or underlying source code, or otherwise attempt to obtain the source code for the Software; (ii) sublicense or allow any person other than Physician, its Authorized Users and Participating Patients to use the Software; (iii) use the name, trademark, trade name, trade dress, designs and logos of the Group ("**the Group Marks**") without the Group's prior written consent; (iv) use the Software or underlying source code in a manner that interferes with the use of the Software by the Group or its Physicians; or (v) make any claim of ownership or license to the the Group Marks or the Software in any way. A violation of this Section 4(b) shall be deemed to be a material breach of this Agreement and, in such event, the Group shall have the right, in addition to retaining all payments hereunder and pursuing all other remedies available at law or in equity, to refuse or terminate Physician's access to the Software and Services. The restrictions contained in this Section 4(b) shall expressly survive the termination or expiration of this Agreement.

5. **The Group RESPONSIBILITIES.**

- a. **Implementation & Training Services.** The Group will provide up to twenty (20) hours of implementation and training services for Physician and Physician's Authorized Users. Implementation services include integrating Participating Patients' information into the Software and developing a dedicated tracking system to allow Physician and its Authorized Users to monitor Participating Patients. Training services shall include virtual communication with Physician and their Authorized Users to educate them on use of the Software and related obligations and services. Additional training hours can be arranged at a rate of \$100 USD/hour for in-person training and \$50 USD/hour for remote training.
- b. **Support Services.** The Group will provide technical and/or Physician support services to Physicians (including Participating Patients, physicians, and staff) via telephone and internet, and by internet 24 hours a day, seven days a week excluding Federal holidays ("Support Hours"). Physicians may initiate a Physician Support ticket during Support Hours by contacting ITSupport@healthwealthsafe.com. The Group will use commercially reasonable efforts to respond to all Physician Support tickets within five (5) business days, but the Group does not represent, warrant, or guarantee that all tickets will be responded to within such a time frame.

6. **Physician RESPONSIBILITIES.**

- a. **Operations & Enrollment.** Physician is responsible for identifying Participating Patients and referring the Participating Patients through the portal for the appropriate Services. Physician is responsible for providing sufficient information to the Group to allow the Group to furnish the

Services to Participating Patients, including the patient's name, contact information, and treatment information.

- b. **Determining the Care Plan.** Physician is responsible for determining a Participating Patient's care plan and referring the Participating Patient through the portal, as well as determining the appropriate regimen for Participating Patients to follow.
- c. **System.** Except as specifically outlined in this Agreement, Physician is responsible for (a) obtaining, deploying, and maintaining all hardware, software, and equipment necessary for Physician and its Authorized Users to access and use the Services; (b) contracting with third-party ISP, telecommunications and other service providers as necessary to access and use the Services; and (c) paying all third-party fees and access charges incurred in connection with the foregoing. The Group will not be responsible for supplying any hardware, software, or other equipment to Physician under this Agreement and cannot be held responsible for any interruption in the Services that occurs due to any of the foregoing or Physician's failure to maintain any of the foregoing.
- d. **Consents.** Unless otherwise agreed in writing, Physician is responsible for obtaining and maintaining all necessary consents and authorizations to enable the Group to use, upload, process, and store Physician Data and to provide the Services to Physicians Participating Patients, including without limitation consent to receive notifications regarding a Participating Patient's care from the Group on behalf of Physician. Physician represents and warrants that it will not furnish an individual's PHI to the Group if the individual objects. Physician acknowledges and accepts full responsibility and liability for all Physician Data and for PHI that the Physician furnishes to the Group.
- e. **TOU.** Physician is responsible for its actions and the actions of its Authorized Users while using the Software. As a condition to Physician's and its Authorized Users' use of the Software, Physician shall require its Authorized Users to review and accept the **Group Provider-Facing TOU** as updated by the Group from time to time, prior to accessing the Software. Physician shall abide by, and Physician shall ensure that its Authorized Users abide by, the TOU when using or accessing the Software.
- f. **BAA.** Physician must enter into a Business Associate Agreement ("BAA") with the Group. The terms of the BAA between the Parties are incorporated into and made a part of this Agreement
- g. **Unenrollment of Participating Patients.** Physician is responsible for determining when a Participating Patient is no longer eligible for or in need of the Services and notifying the Group that a Participating Patient is to be unenrolled by notifying the Group care team by email at ITSupport@healthwealthsafe.com. If Physician fails to unenroll a patient after they are no longer in need of the Services, the Group may continue to provide Services to that Participating Patient, and Physician will continue to be obligated to pay the Group for the Services.
- h. **Complying with Requests.** Physician shall comply with all reasonable requests from the Group for information to ensure the Group can comply with its obligations under this Agreement. The Group shall not be responsible for any delay in Services or other negative impact resulting from Physician's failure to comply with this Section 6(h).

- i. **Claims Submission.** Physician is solely responsible for verifying patient benefit eligibility and submitting claims for reimbursement to third-party payors, as applicable. Physician acknowledges and agrees that the Group is not a professional billing service and cannot be responsible for Physician's failure to receive payment for the services it renders to patients using the Group's Services or for improper claims Physician submits to third-party payors in association with the Services.

7. PROPRIETARY RIGHTS.

- a. **the Group Intellectual Property.** As between the Group and Physician, all right, title, and interest, including all Intellectual Property Rights, in the the Group Marks, Software, the Group Data, and any other the Group property or materials furnished or made available as part of the Services, and all modifications and enhancements of the same ("**the Group Intellectual Property**" or "**the Group IP**"), belong to and are retained solely by the Group or the Group's licensors and providers, as applicable. Nothing in this Agreement is intended to or may be construed to transfer any such rights in any part of the Services to Physician other than as explicitly provided for in this Agreement. Physician shall not re-distribute the Software other than as specifically provided for in this Agreement.
- b. **Developments.** Except as otherwise explicitly set forth in this Agreement, all inventions, works of authorship, and developments conceived, created, written, or generated by or on behalf of the Group, whether solely or jointly, in connection with the Services ("**the Group Developments**") and all Intellectual Property Rights in the same, shall be the sole and exclusive property of the Group. Physician agrees to execute any documents or take any actions as may reasonably be necessary, or as the Group may reasonably request, to perfect the Group's ownership of the Group Developments.
- c. **Trademarks.** Nothing in this Agreement shall grant either Party ownership interest, license, or other right to the other Party's trade names, trademarks, or service marks, except as expressly provided in this Agreement.
- d. **Physician Data.** As between the Group and Physician, all right, title, and interest in the Physician Data belong to and are retained solely by Physician.
 - i. **the Group License.** Physician grants to the Group a limited, non-exclusive, royalty-free, worldwide license to (i) use, reproduce, aggregate, and modify the Physician Data and to perform all acts with respect to the Physician Data as may be necessary for the Group to provide the Services to Physician; (ii) use or modify the Physician Data to create De-identified Data; and (iii) use Physician's name, logo, and trademark for marketing purposes upon written consent of Physician. The Group intends to use De-identified Data, aggregated with the de-identified data of other Physicians, to enable the Group to provide more targeted, accurate, and useful insights to its Physicians.
 - ii. **Accuracy of Physician Data.** As between the Group and Physician, Physician is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Physician Data. Physician Data will be included in and treated as Physician's Confidential Information under this Agreement.

- e. **Feedback License.** The Group owns all right, title, and interest in and to any suggestion, enhancement, request, recommendation, or other feedback related to the Software provided by Physician (any “**Feedback**”). Feedback is not Physician’s Confidential Information.
- f. **De-identified Data.** The Group may use, create, modify, aggregate, and disclose De-identified Data for any purposes not prohibited by law. the Group owns all rights, title, and interest, and all Intellectual Property Rights in such De-identified Data and any data, information, and material created by the Group with such De-identified Data. De-identified Data is NOT Physician Data and for this Section 8(f) does not include deidentified PHI which is governed by the BAA. For the avoidance of doubt, the second and third sentences of this Section 8(f) shall survive the expiration or earlier termination of this Agreement.

8. CONFIDENTIALITY.

- a. **Confidential Information Defined.** “**Confidential Information**” means any and all non-public technical and non-technical information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in any form or medium, that the Disclosing Party identifies as confidential or that by the nature of the circumstances surrounding the disclosure and/or receipt ought to be treated as confidential and proprietary information. Confidential Information includes, without limitation, (a) techniques, inventions (whether or not patented or patentable), know-how, processes, algorithms, software programs, software source and object codes and documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) financial information, Physician lists, business forecasts, and marketing plans and information; (c) the business relationships and affairs of either Party and its clients, patients, and referral sources; (d) the internal policies and procedures of either Party; (e) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party’s business; and (f) the terms of this Agreement. The Group’s Confidential Information further includes the Software and the Group Data. Confidential Information of Physician also includes Physician Data. Confidential Information also includes all summaries and abstracts of Confidential Information. In addition, Confidential Information excludes PHI, which must be protected according to the BAA.
 - i. **Exceptions.** Confidential Information shall not include any information which, as evidenced by Receiving Party’s records: (i) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source with no obligation of confidentiality to the Disclosing Party; (ii) was developed by the Receiving Party without use of the Disclosing Party’s Confidential Information, or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party.
- b. **Confidential Information Terms.** The Receiving Party will, at all times, both during the term and thereafter, keep in confidence and trust all of the Disclosing Party’s Confidential Information. The Receiving Party will not use the Disclosing Party’s Confidential Information other than as necessary to fulfill the Receiving Party’s obligations or to exercise the Receiving Party’s rights under this Agreement. Either Party may disclose the other Party’s Confidential Information upon the order of any competent court or government agency; provided that, prior to

disclosure and to the extent possible, the receiving Party must (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the order or request; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or narrowing the scope of the compelled disclosure. Each Party agrees to secure and protect the other Party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such Party's own Confidential Information (but in no event less than reasonable care). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates, and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations outlined in this Agreement.

- c. **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damage.
- d. **HIPAA Compliance.** Each Party, to the extent applicable, will comply with laws and regulations applicable to the privacy and security of individually identifiable health information, including but not limited to state laws and regulations and the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and/or regulations promulgated thereunder ("HIPAA Regulations"). The BAA further describes the Parties' obligations with respect to compliance with HIPAA, HITECH, and HIPAA Regulations.
- e. **Security.** Each of Physician's Authorized Users will create a unique user login and password to be used to access and use the Software. Physician will be, and will ensure that its Authorized Users are, responsible for maintaining the confidentiality of all Authorized User logins and passwords and for ensuring that each login and password is used only by the Authorized User to which it was issued. Physician is responsible for ensuring that its Authorized Users do not share passwords with each other or any third party. Physician agrees to immediately notify the Group of any unauthorized use of any account or login and password issued to an Authorized User, or any other breach of security known to Physician. The Group will have no liability for any loss or damage arising from Physician's failure to comply with the terms outlined in this Section 9. Physician will ensure its Authorized Users do not circumvent or otherwise interfere with any user authentication or security of the Software

9. TERMINATION.

- a. **Without Cause.** The Group may terminate this Agreement without cause upon sixty (60) days written notice to Physician.
- b. **Mutual Agreement.** This Agreement shall terminate upon the mutual written agreement of Physician and the Group as of the date of signature or other effective date set forth on the written instrument.
- c. **For Cause.**

- i. **Material Breach.** Either Party may terminate this Agreement following a material breach of this Agreement by the other Party which is not cured during the Cure Period. The non-breaching Party shall notify the breaching Party of the breach in writing and the breaching Party shall have fifteen (15) days (the “**Cure Period**”) to cure the breach following receipt of the notification. If the breaching Party fails to cure the breach within the Cure Period, then the non-breaching Party may terminate this Agreement upon written notice to the breaching party.
- ii. **Other Cause.** Either Party, as designated below, may terminate this Agreement immediately by providing written notice to the other Party upon the occurrence of any of the following events:
 - 1. the Group may terminate if the Group reasonably determines that Physician and/or its Authorized User(s) have been or are engaged in unlawful activity associated with the use of the Software and/or the Services;
 - 2. the Group may terminate if the Physician or its principals, employees, or agents are indicted or convicted for any felony or misdemeanor involving moral turpitude;
 - 3. Either Party may terminate if the other Party files a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing;
 - 4. Either Party may terminate upon the appointment of a receiver or trustee to take possession of all, or substantially all, of the other Party’s assets, if such appointment is not terminated within thirty (30) days; and/or
 - 5. the Group reserves the right to terminate for any other reason the Group feels could reasonably jeopardize the integrity or reputation of its operations or systems.
- d. **Effect of Termination.** Unless otherwise stated below, upon expiration or termination of this Agreement for any reason, (a) the License shall terminate and the Physician and the Physician’s Authorized Users shall not use or access, directly or indirectly, the Software; (b) the Group’s obligation to perform support services shall cease; and (c) all fees and other amounts owed to the Group accrued prior to expiration or termination will be immediately due and payable. Further, if Physician has made any copies of any the Group property or materials furnished or made available under this Agreement, Physician shall, within thirty (30) days of the effective date of the expiration or termination, either destroy or return to the Group all such copies along with a certificate signed by Physician that all such copies have been either destroyed or returned, respectively, and that no copy or any part of the Software, data, or other materials has been retained by Physician in any form.
 - i. **Return of Physician Data.** Within thirty (30) days after the effective date of applicable termination or expiration, the Group will make any Physician Data stored on the Software available upon written request to Physician.
 - ii. **Device Consignment Terms.** Pursuant to Section 4(c) of the Device Terms & Conditions, the Physician may be liable for all or part of the retail value of Device(s) ordered.

10. REPRESENTATIONS & WARRANTIES.

- a. **Mutual Representations and Warranties.** Each Party represents, warrants, and covenants that: (a) to its knowledge, it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement, without the need for any consents, approvals, or immunities not yet obtained; (b) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third party or any obligation it owes to any third party; and (c) it will comply with any and all applicable local, state, and/or national laws or regulations applicable to such Party, including, without limitation, those related to PHI, Covered Entities, and Business Associates as each term is defined under HIPAA, and to any other laws or regulations regarding data privacy and transmission of personal data.
- b. **Practice of Medicine.** Physician HEREBY AGREES AND ACKNOWLEDGES THAT the Group IS IN NO WAY ACTING AS A MEDICAL PROVIDER, NOR IS the Group PROVIDING 24/7 CONTINUOUS, SYNCHRONOUS, OR EMERGENCY MONITORING OR ALERTING. Physician FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION, PROCESSES, PRODUCTS, AND OTHER ITEMS REFERENCED BY the Group OR ITS SOFTWARE ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF THAT INFORMATION, PROCESS, PRODUCT, OR OTHER ITEM AND THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING ANY PATIENT RESTS WITH Physician AND/OR ITS HEALTHCARE PROVIDER(S) TREATING SUCH PATIENT. FURTHER, THE the Group SERVICES CAN NOT AND ARE NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE THE RELATIONSHIP BETWEEN HEALTHCARE PROFESSIONALS AND USER OR TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES. the Group IS NOT LIABLE TO ANY USER OR PERSON FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF ANY HEALTHCARE PROFESSIONALS OR CLINICIANS/CAREGIVERS, WHETHER OR NOT RELYING UPON INFORMATION COLLECTED, GENERATED, OR STORED VIA THE the Group SERVICES.
- c. **Third-Party Materials.** Physician UNDERSTANDS AND AGREES THAT USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE SOFTWARE FROM A SOURCE OTHER THAN the Group (“**Third-Party Materials**”) IS AT ITS OWN DISCRETION AND RISK AND THAT Physician WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS OR ITS AUTHORIZED USERS’ PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.
- d. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN THIS SECTION 11, **THE SERVICES, SUPPORT, DOCUMENTATION, AND ANY OTHER SERVICES, DATA, AND CONTENT (INCLUSIVE OF THIRD-PARTY SERVICES AND ANY AND ALL THIRD-PARTY ITEMS, PRODUCTS, DEVICES, AND/ OR MATERIALS) ARE PROVIDED ON AN AS-IS BASIS.** Physician’S USE OF THE SOFTWARE AND PURCHASE OF THE SERVICES ARE AT THEIR OWN RISK. the Group DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY, AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING USAGE, OR TRADE PRACTICE. ANY WARRANTIES MADE BY the Group ARE FOR THE BENEFIT OF Physician ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF

THE INTERNET AND ELECTRONIC COMMUNICATIONS, SUCH AS DELAYS CAUSED BY THIRD-PARTY NETWORK PROVIDERS, THAT ARE OUTSIDE the Group'S CONTROL. The Group IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY INFORMATION, DATA, PRODUCTS, PROCESSES, AND OTHER MATTERS REFERENCED BY THE SERVICES REMAINS WITH THE Physician. EXCEPT AS EXPRESSLY PROVIDED HEREIN, the Group DOES NOT GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE, OR SECURE OPERATION AND ACCESS TO THE SOFTWARE.

- e. **Basis of the Bargain.** Physician ACKNOWLEDGES AND AGREES THAT the Group HAS OFFERED ITS SERVICES AND ENTERED INTO THIS AGREEMENT TO WHICH IT IS A PARTY IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN Physician AND the Group, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN Physician AND the Group. Physician ACKNOWLEDGES AND AGREES THAT the Group WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO Physician ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

11. INSURANCE AND INDEMNIFICATION.

- a. **Insurance.** During the Term, Physician and the Group shall each maintain, at its own expense, maintain commercially reasonable insurance coverage in accordance with applicable industry standards and state and federal laws, rules, and regulations. Including **Commercial General Liability** insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate.
- b. **Indemnification by Physician.** Physician shall indemnify and hold harmless the Group and its officers, directors, employees and agents ("**the Group Indemnified Parties**"), from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys' fees and expenses) ("**Losses**"), arising, directly or indirectly, out of or relating to any claim, action or proceeding (a "**Claim**") brought by a third party based on (i) the improper use or operation of the Services (and any third-party software provided to Physician pursuant to this Agreement) by Participating Patients, Physician and/or Authorized Users, including, without limitation, any non-authorized use of Physician's user logins, except to the extent that any such Loss was due to the gross negligence or willful misconduct of the Group; (ii) a breach of the Agreement and/or the TOU by Physician or any of its Authorized Users, (iii) the accuracy, quality, integrity, legality, reliability or appropriateness of Physician Data or any other content or data introduced to any part of the Services by any Authorized User; (iv) violation of any applicable law, rule or regulation by Physician or any of the Authorized Users, (v) the diagnosis and/or treatment of any of Physician's patients; and/or (vi) the negligent acts or willful misconduct of Physician or its personnel. Physician will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the the Group Indemnified Parties from any such Claim.

- c. **Indemnification by the Group.** Subject to limitations of liability outlined in this Agreement, the Group agrees to defend Physician and its officers, directors, employees, and agents (a “**Physician Indemnified Party**”) from and against any Losses resulting from or arising out of a successful claim that the Software infringes or misappropriates the patent, trade secret, trademark, copyright, or other Intellectual Property Rights of any third party (an “**Infringement Claim**”). the Group will pay all Losses (whether by settlement or award by a final judicial judgment) incurred by the Physician Indemnified Parties from any such Claim. In the event of an Infringement Claim, the Group may, at its election, and sole expense, (i) modify the Software so that such Software is non-infringing and functionally equivalent; or (ii) obtain the right for Physician and Physician’s patients to continue using the Software at no additional cost to Physician. If none of the foregoing is commercially practicable, the Group may immediately terminate this Agreement upon reasonable notice to Physician. ***Physician acknowledges and agrees that the remedies outlined in this paragraph 12(c) constitute Physician’s only available remedies and the Group’s only obligation with respect to an Infringement Claim.***
- d. **Procedure.** Each Party shall provide to the other Party prompt notice of any Claim for which they are seeking indemnification. The indemnified Party may have counsel reasonably acceptable to the indemnifying Party observe the proceedings at the indemnified Party’s expense, provided the indemnifying Party retains sole control of the defense of the Claim. The indemnified Party has the right to approve any settlement that affirmatively places on the indemnified Party an obligation that has a material adverse effect on the indemnified Party other than requiring the indemnified Party to cease using all or a portion of the Services or to pay sums eligible for indemnification under this Agreement. Such approval shall not be unreasonably withheld.

12. LIMITATIONS OF LIABILITY.

- a. **No Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE, OR LOST BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES ARISING OUT OF the Group’S PROVISION OR Physician’S USE OF THE SOFTWARE OR THE RESULTS THEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL the Group BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
- b. **Limits on Liability.** IN NO CASE WILL EITHER PARTY BE LIABLE FOR ANY AGGREGATE AMOUNT GREATER THAN THE AMOUNTS PAID AND PAYABLE BY Physician TO the Group UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.
- c. **Essential Purpose.** Physician ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 13 (LIMITATION OF LIABILITY) ARE A BARGAINED FOR REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND (B) EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

- d. **Exceptions.** The limitations and exclusions of certain damages outlined in Sections 13(a) and 13(b) will not apply to injury or damage caused by a Party's gross negligence or willful misconduct.
- e. **Limitation of Action.** No action (regardless of form) arising out of this Agreement may be commenced by Physician against the Group more than two (2) years after the cause of action arose.

13. MISCELLANEOUS.

- a. **Subcontractors.** the Group may use its affiliates or subcontractors to perform its obligations under this Agreement.
- b. **Notice.** Any notices, requests, consents, demands, or other communications required or permitted under this Agreement will be in writing and deemed to have been duly given either: (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested), delivered personally by commercial courier, or sent by email; or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to the Parties at the following addresses (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid. Notices to the Group shall be sent to the following address: ATTN: Dawn.Dobbs@healthwealthsafe.com Medical Office Force, Inc., 2005 Prince Avenue, Athens, Georgia 30606. Notices to Physician shall be sent to the address specified in the Order Form.
- c. **Amendment.** Except as may otherwise be specified in this Agreement, this Agreement may be modified, changed, or amended only by a written amendment mutually agreed to and signed by both Parties.
- d. **Waiver; Severability.** A Party's right to enforce a provision of this Agreement may only be waived in writing and signed by the Party against which the waiver is to be enforced. Failure to enforce any provision of this Agreement in any one instance will not be construed as a waiver of future performance of that provision, and the Party's obligations under that provision will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal, or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.
- e. **Governing Law & Venue.** This Agreement, any additional applicable Terms & Conditions, and each Party's rights and obligations under each will be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles. Each Party hereby submits to the jurisdiction of any court in the State of Georgia.
- f. **Assignment.** Neither Party may assign or transfer this Agreement or any additional applicable terms and conditions without the prior written consent of the other Party; provided, however, that the Group may assign or transfer this Agreement without Physician's consent to any of the Group's affiliates, subsidiaries, entities controlled by or under common control with the Group,

or in the event of a merger, change of control or sale of substantially all of its assets. This Agreement will bind the Parties and their respective successors and permitted assigns and will inure to the benefit of the Parties and their respective permitted successors and assigns.

- g. **Force Majeure.** If any Party is unable to perform any of its obligations under this Agreement (with the exception of payment obligations) because of any cause beyond the reasonable control of and not the fault of the Party invoking this Section 14(g), including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic or pandemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing Party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, such non-performing Party will give prompt notice to the other Party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences. If performance is extended under this Section 14(g) for more than sixty (60) days, then at any time before reinstatement of the performance, the other Party may terminate this Agreement upon notice to the non-performing Party.
- h. **Relationship of the Parties.** The sole relationship between the Parties is solely that of independent contractors. This Agreement will not create a joint venture, partnership, agency, employment, or other relationship between the Parties.
- i. **Survival.** Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied.
- j. **Dispute Resolution.** In case of disputes in connection with the negotiation, execution, interpretation, performance, or non-performance of this Agreement, the Parties agree to seek non-binding mediation, which shall be conducted remotely by a single mediator selected by the Parties. If the Parties fail to agree on the mediator within thirty (30) days of the date one of them invokes this provision, either Party may apply to the American Arbitration Association to make the appointment. The mediator shall conduct the proceedings pursuant to the rules of the American Arbitration Association, as they exist at the time of the dispute. In the event that any such mediation does not produce a settlement unless the dispute is otherwise settled, the dispute shall be determined by binding and final arbitration in Georgia by three (3) arbitrators selected by the Parties (or by the American Arbitration Association if the Parties cannot agree) in accordance with the law of Georgia and the rules of the American Arbitration Association.
- k. **Entire Agreement.** This Agreement, including all applicable Attachments, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.
- l. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

DATA MONITORING AND MEDICAL BILLING TERMS AND CONDITIONS

1. THE SERVICES.

- a. **Clinical Staff Review.** The Group's Clinical Staff (defined below) will review Participating Patient data collected by Devices, Participating Patient answers to questionnaires, and incoming Participating Patient calls Patient App on an ongoing basis between the hours of 8:00 am and 5:00 pm Eastern Time (ET), five (5) days per week ("**Business Hours**"). During Business Hours, the Group Clinical Staff will provide Physician with notification under the Participating Patient escalation Clinical Protocol. For each Participating Patient, the Group will let the designated Clinical Contact (defined below) know if/when intervention, including the reason for escalation, is needed through the Care App and Provider-facing Dashboard.
- b. **No 24/7 or Emergency Monitoring.** The Group is not responsible for the accuracy of any data transmitted or monitored. Further, Clinical Staff services are not intended to provide 24-hour monitoring or to identify medical emergencies and cannot be used or construed as such.
- c. **Medical Billing Services.** The Group will submit claims to Medicare on behalf of Physician only for CPT codes 99453, 99454, 99457, 99458, and 99091 (the "**RPM Codes**"), 98975, 98976, 98977, 98980, 98981, and 98978 (the "**RTM Codes**"), G0506, 99490, 99489, and 99487 (the "**CCM Codes**"), and 99212 and 99215 (the "**Telemedicine Codes**"), as applicable, with respect to Participating Patients ("**Medical Billing Service(s)**"). The Group will not submit claims for other codes or services provided by Physician to Participating Patients or otherwise, and the Group will not be responsible to Physician for Physician's failure to receive reimbursement for any submitted claims for reasons outside of the Group's control.

2. Physician RESPONSIBILITIES.

- a. **Identify Clinical Contact.** Physician is responsible for identifying a point of contact ("**Clinical Contact**") within Physician's practice to remain available to communicate with the Group as needed. There must be at least one Clinical Contact available at all times during Business Hours to be responsible for taking calls from the Group Clinical Staff and escalating interventions to a physician, as necessary.
- b. **Identify Clinical Protocol.** Physician is responsible for establishing monitoring parameters for each Participating Patient via the Software and must enter relevant parameters for each Participating Patient enrolled in the Services. Physician is solely responsible for the accuracy and appropriateness of these parameters. The Group Clinical Staff will monitor PHI according to the parameters established by the Physician.
- c. **Identify Participating Patients.** Physician is responsible for identifying high-risk patients who will benefit from Virtual Care Services and providing the Group with required Participating Patient information including but not limited to Participating Patient

demographic information, insurance information, disease state, and other data required by the Group to enroll Participating Patients.

- d. **Obtain Consent from Participating Patients.** Physician is responsible for obtaining face-to-face Participating Patient consent to participate in the Services as required by and defined by The Centers for Medicare and Medicaid Services (“CMS”). Physician shall obtain and document this consent and any other necessary patient consent, authorization, or other agreements that are required to enroll a Participating Patient in the Services.
- e. **Patient Copay and Deductible.** Physician is responsible for collecting any required patient copay, coinsurance, or deductible required by the Patient Participant’s health insurance plan.
- f. **Participate in Rapid Enrollment of Participating Patients.** Physician and Authorized Users must participate in the Group Rapid Enrollment process. This includes but is not limited to, providing all required recordings for patient Rapid Enrollment, and attending patient review meetings initially and at thirty (30), sixty (60), and ninety (90) day intervals throughout the patient Rapid Enrollment period.
- g. **Supervision.** Physician is responsible for General Supervision of the Group Clinical Staff as needed, where “General Supervision” is defined as a physician or other billing provider providing overall direction and control in accordance with applicable billing requirements set forth under Medicare. Under General Supervision, Physician remains ultimately responsible for oversight of the monitoring services.
- h. **Electronic Medical Record Access and Documentation.**
 - i. **Access for Patient Identification and Onboarding.** Physician is responsible for providing the Group with view-only administrator-level access to the Physician’s Electronic Medical Record (“EMR”) and Electronic Practice Management Software to provide the Group with patient demographic, patient data required to provide the Services, and insurance information in a Consolidated-Clinical Document Architecture (C-CDA) or comma-separated values (CSV) electronic format to assist the Group and Physician in identifying and enrolling Participating Patients. Physician is responsible for ensuring the accuracy, quality, integrity, legality, reliability, and appropriateness of data accessed through the Physician’s EMR.
 - ii. **Access for Medical Billing Services.** Physician will provide access to its Electronic Medical Record (“EMR”) and Electronic Practice Management Software to the Group and its subcontractor(s) as necessary to allow the Group to provide Medical Billing Services. If Physician’s EMR is not compatible with the Group’s billing practices or processes, Physician will work with the Group and its subcontractor(s) to integrate its billing system with the Group’s billing practices and processes as necessary to allow the Group to provide the Billing Services.

- i. **Provide Patient Escalation Protocol.** Physician will provide the Group with a written patient escalation protocol without unreasonable delay and within five (5) business days of the Order Form.
- j. **Provide Credentialing Access.** Physician must provide the Group and its subcontractor(s) with credentialing access and all necessary and reasonably requested documentation to allow for the Group and subcontractor(s) to submit claims to health insurance providers, including Medicaid and Medicare on Physician's behalf ("**Documentation**"). Such Documentation may include without limitation Physician's National Provider Identifier ("**NPI**"), Provider Transaction Access Number ("**PTAN**"), and/or Physician's Tax Identification Number ("**TIN**"). Physician is responsible for confirming the accuracy and completeness of all documents and information provided.
- k. **Claim Approval.** Physician is responsible for approving all claims submitted by the Group to healthcare insurance providers, including Medicare and Medicaid.
- l. **Medical Treatment and Advice.** Physician is responsible for making all treatment decisions and providing medical care with respect to all Participating Patients and any escalations forwarded to Physician by the Group. The Group and its Clinical Staff are not medical providers and are not intended to replace the relationship between Participating Patients and their healthcare provider(s). the Group CAN NOT BE HELD RESPONSIBLE FOR SUB-STANDARD TREATMENT OR MEDICAL MALPRACTICE WITH RESPECT TO ANY PARTICIPATING PATIENT. Please review the [Software License & General Terms](#) and [Device Terms & Conditions](#) for additional disclaimers.

3. The Group RESPONSIBILITIES.

- a. **Commencement of Services.** The Group will commence Services within thirty (30) days of the start date indicated on the Order Form.
- b. **Clinical Staff.** The Group will provide appropriately trained and qualified personnel to monitor Participating Patient data.
- c. **Virtual Care Management Services.** The Group will provide Virtual Care Management Services as indicated on the Order Form to include Remote Patient Monitoring ("**RPM**"), Remote Therapeutic Monitoring ("**RTM**"), and/or Chronic Care Management ("**CCM**") services, as defined by CMS. The Group Clinical Staff will perform RPM, RTM, or CCM data collection by collecting biological data electronically from Devices that monitor Participating Patients. The Group Clinical Staff will manage collected data, provide alerts to the Physician's Authorized User, and send information to the Physician based on predetermined patient intervention and escalation protocols.
- d. **Care Manager.** The Group will assign a Care Manager from the multilingual, international call center to monitor Participating Patient use of the Device, to speak with Participating Patients as necessary, and provide non-clinical intervention or escalation where necessary.

- e. **Reimbursement and Coding.** The Group Care Manager will accurately code the professional services rendered by Physician and the Group under the terms of this agreement. The Group will ensure that the Care Manager is trained and remains up-to-date on coding accuracy as consistent with industry standards.
- f. **Revenue Cycle Management.** The Group will provide revenue cycle management and medical coding support services. Under these Data Monitoring and Medical Billing Terms & Conditions, the Group will work with a billing vendor to use data from the Group Platform and the Physician's EMR to bill appropriate healthcare insurance, Medicare, and Medicaid services for care enabled through the Group's Platform and Services.
- g. **Physician Training.** The Group will provide Clinical Staff for a maximum of two (2) eight-hour (8-hr) days to provide training and Device education to the Physician and Physician's Authorized Users. Further training may be provided at a rate of \$35 USD per hour per Clinical Staff.
- h. **Correction of Mistakes.** The Group and its subcontractor(s) will reasonably correct any mistakes on an original claim submission that the Group is responsible for and that result in denial of reimbursement, provided that such mistake is not due to an inaccuracy in the Documentation or otherwise made at the fault of Physician.

DEVICE TERMS & CONDITIONS

Medical Office Force, Inc. (" **Group**") provides a host of remote monitoring devices such as cellular- or Bluetooth-enabled blood pressure cuffs, weight scales, and glucose meters ("**Devices**"). Once the Group gets written or verbal consent from a Participating Patient, the Group will work with the referring provider or care manager to determine which device is most suitable for the Participating Patient based on diagnosis. the Group will ship the Device(s) you order to the Participating Patient indicated on the relevant Order Form provided to you by the Group. The Device Terms & Conditions ("**Terms**") below, in addition to the **Software License & General Terms**, and **Data Monitoring and Medical Billing Terms & Conditions**, apply to your purchase of these Devices and form a binding agreement between you and the Group when you sign up for our Services.

*Before reading below, please be sure you have read and agree to the terms of our **Software License & General Terms** and **Data Monitoring Terms & Conditions**. Capitalized terms not defined in these Terms are defined there and are applicable here.*

By ordering a Device or Devices from the Group, you acknowledge and agree to the following:

1. Physician RESPONSIBILITIES.

- a. **Ordering Appropriate Device Under Care Plan.** Physician is responsible for determining a patient's care plan and ordering appropriate Devices, as well as determining which Device(s) to provide to each Participating Patient based on the care plan.

- i. **Change to the Care Plan.** If Physician makes a change to a Participating Patient's care plan, Physician is responsible for notifying the Group of such change within a reasonable amount of time and for ordering new Devices as needed.
- b. **Ordering Devices.** Physician is responsible for submitting an Order Form to the Group for each new Participating Patient indicating the appropriate Device(s) to be provided. Physician may submit an order via the Order Form provided to Physician from time to time by the Group or via the Group Platform (as available).
- c. **Return of Devices.** Physician will return any unused Devices delivered under this agreement in accordance with the Group's reasonable instruction.

2. **The Group RESPONSIBILITIES.**

- a. **Provision of Devices.** The Group will provide the Physician with Devices that collect physiological data from Participating Patients. All provided Devices are approved by the U.S. Food and Drug Administration ("**FDA**") and are cellular and/or Bluetooth compatible.
- b. **Shipping and Handling.** The Group is responsible for shipping Device(s) to Participating Patients according to each properly submitted and accepted Order Form.

3. **SHIPPING.** Shipping terms are Free On Board ("**FOB**") Destination and Physician is not responsible for shipping costs.

4. **PAYMENT AND CONSIGNMENT TERMS.**

- a. **Fees.** The Group provides Devices at no up-front cost to the Physician, as the Group plans to recuperate that cost after a twenty-four (24) month period of time after seeking reimbursement for Services. The retail cost of the Device, including shipping and handling, is \$100 USD per Device.
- b. **Consignment.** The Group will retain title of the Devices until they are purchased by the Physician or until the service contract ends.
- c. **Effect of Termination.** To recuperate the cost of the Device in the case of early termination, the Group will collect the following fees from the Physician:
 - i. The Physician will pay 75% of the total cost of the Devices delivered to Participating Patients with written notice that is less than thirty (30) days from the date of discontinuation of Services;
 - ii. The Physician will pay 50% of the total cost of the Devices delivered to Participating Patients with written notice that is less than one-hundred eighty (180) days from the date of discontinuation of Services;

- iii. The Physician will pay 25% of the total cost of Devices delivered to Participating Patients with written notice of fewer than three-hundred sixty-five (365) days from the date of discontinuation of Services; and
 - iv. The Physician will pay 0% of the total cost of Devices delivered to Participating Patients with written notice of more than three-hundred sixty-five (365) days from the date of discontinuation of Services.
5. **WARRANTY.** The Group expressly warrants to Physician that the Devices will materially conform to their published specifications and be reasonably free from defects in material and workmanship, not including reasonable wear and tear or loss, for a period of twelve (12) months commencing on the date of the delivery of any Device to Physician or a Participating Patient. This warranty only applies to Devices received from the Group and handled in the manner recommended by the Group. **EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, the Group DISCLAIMS ALL WARRANTIES. SEE SOFTWARE LICENSE & GENERAL TERMS AND DATA MONITORING AND MEDICAL BILLING TERMS & CONDITIONS FOR EXPRESS WARRANTY DISCLAIMERS.**