

End User Agreement and Business Associate Agreement

This Agreement (Agreement) is entered between ACOM Health and the End User, defined as an individual who accesses, uses, or manipulates the ACOM Health RAPID Software (Software), and/or an End User as defined per the American Medical Association Current Procedural (AMA) Terminology (CPT) Editorial Content License below (also, Party, or collectively, the Parties). In consideration of the mutual promises and covenants set forth, the Parties hereto agree as follows:

SOFTWARE LICENSE. With regard to ACOM Health's RAPID Software (Software), this Agreement provides the End User limited, non-exclusive and non-transferrable (except as expressly provided herein) access to the Software at the licensed location(s). ACOM Health represents and warrants to End User that ACOM Health is the owner of the Software or otherwise has the right to grant to End User the rights set forth in this Agreement. ACOM Health will not be responsible for any loss of system functionality, loss of data, or any subsequent loss of revenue, profits or business opportunity, for any reason, including but not limited to: a) computer equipment failure or computer operating system software failure, b) application software failure, c) local area network failure, including but not limited to wiring problems; d) internet related problems, e) failure due to any software application being improperly set-up, configured, or modified by anyone; f) equipment or software misuse or abuse by Client, whether willful or accidental, or combination of the Software with other incompatible or otherwise unapproved software or hardware; (g) the consequences of any viral attack, or (h) any other supervening unforeseen circumstances.

AMERICAN MEDICAL ASSOCIATION (AMA) CURRENT PROCEDURAL TERMINOLOGY (CPT) EDITORIAL CONTENT LICENSE. "CPT Editorial Content" is defined as coding work of nomenclature and codes for reporting of healthcare services from the data file(s) of *Current Procedural Terminology* ("CPT®") published by the AMA in the English language as used in the United States. "End User" means an individual who: (i) accesses, uses, or manipulates CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS and/or SNOMED CT® Maps, as applicable, contained in the Software; (ii) accesses, uses, or manipulates the Software to produce or enable an output (data, reports, or the like) that could not have been created without the CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS and/or SNOMED CT® Maps, as applicable, embedded in the Software even though CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS and/or SNOMED CT® Maps, as applicable, may not be visible or directly accessible; or (iii) makes use of an output of the Software that relies on or could not have been created without the CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS and/or SNOMED CT® Maps, as applicable embedded in the Software even though CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS and/or SNOMED CT® Maps, as applicable, may not be visible or directly accessible.

RIGHTS AND LIABILITIES. End User agrees to protect the Software from access, use, display, reproduction or distribution except as expressly authorized herein. Any other access, use, application, display, reproduction or distribution and any transfer, sublicense or assignment is prohibited except with the prior express written consent of ACOM Health. Without limiting the generality of the foregoing provisions, the Software shall be used by End User solely for its internal purposes and End User shall not use the Software to perform functions, whether on a subcontract basis or otherwise, for other persons or entities. End User further agrees that the Software, the supporting documentation, and all input and information related thereto is confidential and proprietary to ACOM Health and agrees to take all reasonable steps to protect the Software and related documentation, input and information from dissemination to any third party, including, without limitation, any agents, parent or affiliated individual or organization of End User. End User shall be responsible, at its expense, for the proper configuration of the hardware and/or operating system and/or communication software or equipment in accordance with ACOM Health's specifications. Any costs for changes in computer equipment, operating systems and/or accessories required in connection with any software change shall be the responsibility of the End User.

The AMA is a third-party beneficiary to this Agreement. End User grants ACOM Health permission to provide the AMA with End User's name. AMA's sole responsibility is to make available to ACOM Health replacement copies of the CPT Editorial Content if the data is not intact. The AMA disclaims any liability

for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT Editorial Content. The CPT Editorial Content is licensed to the End User by the AMA and is a nontransferable, nonexclusive license, for the sole purpose of internal use by End User within the Territory, as defined herein. Any updates to CPT Editorial Content is dependent on continuing contractual relationship between ACOM Health and the AMA. End User agrees to ensure that anyone with authorized access to the CPT Editorial Content will comply with the provisions of the Agreement. End User shall accurately calculate End Users as defined above for CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS, as contained in the Software, as required by ACOM Health under the license agreement between ACOM Health and AMA in order that ACOM Health may accurately report and pay royalties to the AMA.

This Agreement limits, to the extent possible under the applicable laws, the warranties and liability for CPT Editorial Content, as defined herein. CPT Editorial Content is provided "as is" without any liability to the American Medical Association (AMA), including without limitation, liability for consequential or special damages, lost profits for sequence, accuracy, completeness of data, suitability for End User's requirements loss of system functionality, loss of data, or any subsequent loss of revenue, profits or business opportunity, for any reason, including but not limited to: a) computer equipment failure or computer operating system software failure, b) application software failure, c) local area network failure, including but not limited to wiring problems; d) internet related problems, e) failure due to any software application being improperly set-up, configured, or modified by anyone; f) equipment or Software misuse or abuse by End User, whether willful or accidental, or combination of the Software with other incompatible or otherwise unapproved software or hardware; (g) the consequences of any viral attack, or (h) any other supervening unforeseen circumstances.

NOTICES. End User is hereby notified and acknowledges as follows:

(a) CPT Editorial Content is copyrighted by the AMA. CPT is a registered trademark of the AMA.

(b) U.S. Government Rights. This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

OPTIONAL DATA & SERVER MANAGEMENT SERVICE: If End User has purchased from ACOM Health Computer Hosted Services ("Hosted Server" and "Hosted Server Service") for operation of the Software, then: **(a) Access:** Hosted Server Service will include secured End User access, via internet connection, to a computer server with an operating system and database necessary to maintain the ongoing operation of the Software. Hosted Server Service will provide daily back up of the data stored on the Hosted Server and recovery of the backed-up data (if required) and will provide a redundant Hosted Server to be utilized if the original Hosted Server becomes inoperable. **(b) Service Uptime:** ACOM Health makes every reasonable effort to ensure that End User shall have access to the Hosted Server 24 hours a day, seven days a week. Nevertheless, End User acknowledges and agrees that the Hosted Server Service may be temporarily inaccessible from time to time for any number of reasons including, but not limited to, internet or connectivity problems, server and network downtime, or planned maintenance of the Hosted Server. **(c) Internet Access:** End User accesses the service via the internet and all internet expenses including the devices necessary to make such internet connection including computer, modem, or other connection enabling devices are the responsibility of the End User. **(d) Third Party Software:** End User is strictly prohibited from installing any software application on the Hosted Server without ACOM Health's express written authorization. **(e) Privacy:** ACOM Health maintains security for data storage and Hosted Server access. End User acknowledges that the data will include patient information and the Parties hereto may be "Business Associates" as the same is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to execute a "Business Associate Agreement". End User also acknowledges that access and security of End User's data is the End User's responsibility. **(f) Return of Data:** End User shall complete any desired data export prior to the termination date of the Data & Server Management Service. Exportable data is limited to patient demographics and claim information in Microsoft Excel (.XLS) or Comma Separated Values

(.CSV) file format and SOAP and Narrative notes in Microsoft Word (.DOC) format. **(g) Data Expunged:** After sixty (60) days from date of termination, hosted data will be expunged from the Hosted Servers in conformance with the requirements of HIPAA. End User agrees that ACOM Health shall not be held liable for such removal or disconnection. **(h) Data Analytics:** End User authorizes ACOM Health to extract data from any existing database, provided that ACOM Health de-identifies any data in accordance with the HIPAA Rules to create a de-identified data set. End User grants ACOM Health a nonexclusive, worldwide, paid-up, royalty-free, perpetual and irrevocable right and license to create derivative works of the data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the data set and such derivative works in any technology now existing or later developed. Subject to End User's ownership of the End User data, ACOM Health shall own all such data sets, and all products, solutions and services that it creates using the data sets, and all of the intellectual property rights embodied in and related to the data sets and such products, solutions, and services.

FORCE MAJEURE: ACOM Health will be excused from performance under this Agreement as a result of any of the following: (a) acts of God including, but not limited to earthquakes, landslides, etc., (b) actions or omissions of End User, (c) third party non-performance, (d) failure of or defects and errors in third party software or hardware, or (e) acts of government, acts of terrorism, civil unrest, or acts, omissions, events, causes or conditions not reasonably foreseeable and could not be avoided by exercise of due care.

INDEMNIFICATION: Each Party hereby agrees to hold the other Party harmless and indemnify and defend the other Party from any third-party suit, liability, claim, action or loss arising out of the actions taken or any omissions by the other Party in conjunction with this Contract.

LIMITATION OF LIABILITY: EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, ACOM HEALTH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL ACOM HEALTH BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ACOM HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. ACOM HEALTH'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ACOM HEALTH DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION AROSE UNDER THIS CONTRACT. NO CLAIM MAY BE ASSERTED UNDER THIS ARTICLE AFTER ONE (1) YEAR FROM THE DATE THAT SUCH CLAIM ACCRUES.

GENERAL: The Agreement may be terminated by ACOM Health, at its option, upon the occurrence of any of the following:

- (a) End User's default or other failure to comply with any of the terms and conditions of this Agreement.
- (b) An assignment by End User of its business for the benefit of creditors, or the filing of insolvency proceedings by or against End User, or the appointment of a receiver or similar person to take charge of all or part of the End User's property.

In the event of any termination of this Agreement, ACOM Health shall be entitled to access, and End User shall grant full, free and safe access to, End User's computer(s) on which the Software is installed in order to remove, either electronically, or in person, the Software and any copies thereof. Alternatively, at

ACOM Health's option, End User will certify to ACOM Health that the original and all copies of the Software and any related materials have been destroyed or returned to ACOM Health.

The Parties agree that ACOM Health is a "Business Associate" within the meaning of current legislation, and ACOM Health agrees to provide a "Business Associate" agreement to End User.

This Agreement sets forth the entire agreement and understanding of ACOM Health and End User in regard to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous understandings, commitments, discussions and agreements of any kind in regard to the subject matter hereof. This Agreement shall be modified only in a writing executed by all Parties. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. No statement, representation or warranty made by any representative or agent of ACOM Health or anyone else, whether oral or written, may be relied upon by End User, except only as is expressly set forth in this Agreement.

This Agreement shall be governed in all respects by the laws of the state of California, without reference to the choice of law principles thereof. "Territory" shall be defined as the United States of America. ACOM Health and End User hereby consent to the exercise of exclusive jurisdiction by the federal and state courts located in the County of Los Angeles, State of California for any claim relating to this Agreement, the enforcement of this Agreement, or the exercise of any rights or remedies under this Agreement.

Business Associate Agreement and Addendum

(Effective November 12, 2018)

This Addendum hereby modifies all agreement(s) between Client ("Covered Entity") and Integrated Practice Solutions, Inc. DBA ACOM Health ("Business Associate") and amends and is made a part of such agreements. In connection with the services, Covered Entity plans to disclose or provide access to Protected Health Information to Business Associate that is subject to certain restrictions and obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-64) ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"). Covered Entity and Business Associate agree to enter into this Addendum to address the obligations and restriction of Business Associate in connection with its access, creation, use, disclosure and destruction of Protected Health Information.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **ACOM Health Division of Integrated Practice Solutions, Inc.**

(b) Covered Entity. "Covered Entity" shall generally mean a health plan, or health care provider or such other entity as defined in 45 CFR 160.103, and in reference to the party to this agreement, shall mean the party set out below.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) HIPAA privacy regulations. "HIPAA privacy regulations" shall mean the regulations at 45 CFR §160 and §164, subpart A and E.

(e) HIPAA security regulations. "HIPAA security regulations" shall mean the regulations at 45 CFR §160 and 164, subpart C.

(f) HIPAA Breach Notification Rule. "HIPAA Breach Notification Rule" shall mean the regulations at 45CFR §164, subpart D.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Neither use nor disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information ("PHI") to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI information as required at 45 CFR 164.410, and any security incident of which it becomes aware; Business Associate may, but is not obligated to, perform its own risk assessment, pursuant to 45 CFR 164.402; however, nothing herein provided is intended to relieve Covered Entity of any of its obligations pursuant to the HIPAA Breach Notification Rule;

(d) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available PHI in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

Covered Entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information. Covered Entity shall also have these additional obligations:

(a) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Covered Entity may make a request to Business Associate to provide information regarding Business Associate's Security Officer, and general assurance of the use of appropriate safeguards with respect to electronic protected health information, annually. Business Associate will provide information and assurances to the extent and in the manner deemed necessary and appropriate by Business Associate. Covered Entity agrees to be responsible for the costs, fees, and expenses associated with any such provision of information to Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of this acceptance date and shall terminate on the date set out in the contract agreement, if applicable, between the parties as that date may be modified from time to time, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement [and business associate has not cured the breach or ended the violation within the time specified by covered entity].

(c) Obligations of Business Associate upon Termination. Business associate shall retain protected health information received from covered entity for a period of not more than sixty (60) days from date of termination of this agreement for whatever cause, or such shorter period during which covered entity shall have made provision for return or authorized destruction of all PHI. Thereafter, business associate shall, destroy, all protected health information business associate still maintains in any form. Business associate shall retain no copies of the protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity. Covered entity is solely responsible for complying with all laws related to retention of medical records, patient access and authorization to release patient data. All costs, fees, and expenses associated with the return or migration of information or data subject to this Addendum or the agreement(s) between Covered Entity and Business Associate shall be paid by Covered Entity or reimbursed by Covered Entity as set forth in the agreement(s) between Covered Entity and Business Associate, and the provisions within such agreements shall govern such payments and obligations of Covered Entity in the event of any conflict between the provisions of the agreement(s) and the provisions of this Addendum.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

General Provisions

(a) Upon the effective date of any applicable final regulation or applicable amendment to final regulations promulgated by the Department of Health and Human Services, this Addendum and the Agreement of which it is part will automatically be deemed to have been amended so that the parties may remain in compliance with the regulations.

(b) The parties acknowledge and agree that this Addendum will be deemed to have been jointly prepared by the parties and their respective legal counsel and will not be strictly construed against either party.

(c) Except as otherwise provided herein, the terms and conditions of this Addendum will override and control any conflicting term or condition of the agreement(s) between Covered Entity and Business Associate. All non-conflicting terms and conditions of such agreement(s) remain in full force and effect.

(d) Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA or its Business Associate Agreement with its client.

(e) This Addendum shall be governed in all respects by the laws of the state of California. The parties hereby consent to the exercise of exclusive jurisdiction in the County of Los Angeles, State of

California for any claim relating to the enforcement of, or any rights under, this Business Associate Agreement and Addendum.

(f) This Addendum shall be effective upon its issuance, service upon Covered Entity, and the continued performance of services by Business Associate. The continued performance of services by Business Associate and acceptance of such services by Covered Entity shall establish the validity and enforceability of this Business Associate Agreement and Addendum between Business Associate and Covered Entity, regardless of the presence or absence of any signature of any party to this Addendum hereunder.