

## MASTER SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT [“MSA”] IS GOVERNED BY THE **RELYMD TERMS OF SERVICE** [hereinafter, “**TERMS OF SERVICE**” or “**ToS**”] ATTACHED HERETO BY RELYMD, LLC [hereinafter “RELYMD”]. YOU (AS THE “CUSTOMER”) ACKNOWLEDGE YOUR ACCEPTANCE OF THE **TERMS OF SERVICE** AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS **MSA**: (i) BY EXECUTING A **SALES ORDER FORM** THAT REFERENCES THIS **MSA**; OR, (ii) BY USING OR ACCEPTING ANY SERVICE FROM RELYMD. IF YOU ARE ENTERING INTO THIS **MSA** ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (ALSO A “CUSTOMER”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS MSA, IN WHICH CASE THE TERMS “YOU” OR “YOUR” CONTAINED HEREIN SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE RIGHTS AND DUTIES OF THE PARTIES AS SPECIFIED WITHIN THE **TERMS OF SERVICE** OR AS SPECIFIED WITHIN THIS **MSA**, YOU MUST NOT, AND MAY NOT, USE THE **SERVICES, RELYMD NETWORK OR RELYMD PLATFORM**.

**WHEREAS**, the Customer desires to purchase certain specified Services, access to the RelyMD Network and/or a limited license to the SaaS System from RelyMD, as set forth upon a *Sales Order Form*; and,

**WHEREAS**, RelyMD desires to sell the Services, access to the RelyMD Network and/or a limited license to the SaaS System to the Customer; and,

**NOW WHEREFORE**, both Parties acknowledge and agree that the terms and conditions under which Services, access to the RelyMD Network and/or a limited license to the SaaS System will be purchased by the Customer, and the terms and conditions under which the Service, access to the RelyMD Network and/or a limited license to the SaaS will be sold by RelyMD, shall be contained within the *Terms of Service* (“hereinafter “*Terms of Service*” or “*ToS*”, attached hereto at **Exhibit 1**, and incorporated herein by this reference), within this MSA and within any *Sales Order Form* (hereinafter, “*Sales Order Form*”, attached hereto at **Exhibit 2**, and incorporated herein by this reference) and the *Service Level Agreement* (hereinafter the “*Service Level Agreement*” or “*SLA*”, attached hereto at **Exhibit 3**, and incorporated herein by this reference) as well as within any additional *Exhibits, Schedules or Attachments* associated therewith (all of which are collectively referred to as the “*Agreement*,” as this term is further defined within the *Terms of Service*).

### 1.0 | **ADDITIONAL DEFINITIONS.**

The following Additional Definitions shall supplement the Definitions contained within the Terms of Service at Section 1.0:

“**We**,” “**Us**” or “**Our**” means the RelyMD-affiliated company described within Section 6.0 herein;

“**You**,” “**Your**” or “**Customer**” means you as an individual, or the Company, its Affiliates or other legal entity for the benefit of, and on behalf of whom, you, as the Authorized Individual, have bound to this MSA.

### 2.0 | **SERVICES TO BE PURCHASED BY CUSTOMER.**

**2.01 | Managed Service(s) (“MS”) | Virtual Health Offering(s).** Unless otherwise provided on the Sales Order Form associated with this MSA: (a) all Services provided as Virtual Health Offering(s) (“VHO”) include access

to the RelyMD Network, RelyMD Platform and the RelyMD Apps; and, (b) all VHO are purchased as Subscriptions, with pricing predicated upon the number of Covered Persons to whom VHO will be made available; and, (c) Covered Persons may be added to the Subscription after the Effective Date during a Term at the same pricing as the underlying Subscription Pricing, prorated for the portion of the Term remaining at the time the Covered Persons are added; and, (d) the Subscription for all Covered Persons, including, but not limited to, the Covered Persons added after the Effective Date, will terminate on the same date as the original underlying Term; and, (e) absent language on the Sales Order Form to the contrary, all amounts to be paid by the Customer for the VHO or for access to the RelyMD Network or RelyMD Platform shall, at the sole discretion of RelyMD, become recognizable as revenue by RelyMD pursuant to any methodology chosen by RelyMD.

**2.02 | Fee-for-Service (“FFS”) | Telemedicine Services.** Unless otherwise provided on the Sales Order Form associated with this MSA: (a) all Services provided as Fee-for-Service (“FFS”) include access to the RelyMD Network, RelyMD Platform and the RelyMD Apps; and, (b) are provided by RelyMD on a non-Subscription basis, with fees billed by RelyMD on a “per Consult” basis; and, (c) while the FFS Services may be delivered by a member of the RelyMD Network or by using the RelyMD Platform, there is not a separate Subscription Fee associated with access to the RelyMD Network or use of the RelyMD Platform; and, (d) absent language on the Sales Order Form to the contrary, all amounts to be paid by the Customer for FFS shall, at the sole discretion of RelyMD, become recognizable as revenue by RelyMD pursuant to any methodology chosen by RelyMD.

**2.03 | Software as a Service (“SaaS”) | Software Licensing & Support.** Unless otherwise provided on the Sales Order Form associated with this MSA: (a) all Services purchased as “SaaS-only” or simply as the “SaaS System,” including any support associated therewith, may be provided by RelyMD on either a Subscription basis or non-Subscription basis, with the Customer paying RelyMD either a Subscription Fee or a perpetual one-time license fee as set forth upon the Sales Order Form; and, (b) absent language on the Sales Order Form to the contrary, access to the RelyMD Network *is not* included when a Customer is purchasing only the SaaS System; and, (c) absent language on the Sales Order Form to the contrary, all amounts to be paid by the Customer for SaaS, including any support associated therewith shall, at the sole discretion of RelyMD, become recognizable as revenue by RelyMD pursuant to any methodology chosen by RelyMD.

**2.04 | Professional Service(s) (“PS”) | Implementation & Integration.** Unless otherwise provided on the Sales Order Form associated with this MSA: (a) all Services purchased as Professional Services in the form of Implementation or Integration, whether EMR Integration or otherwise, including any support associated therewith, are provided by RelyMD on a non-Subscription basis in the form of a one-time fee; and, (b) absent language on the Sales Order Form to the contrary, access to the RelyMD Network *is not* included when a Customer is purchasing only Professional Services; and, (c) absent language on the Sales Order Form to the contrary, all amounts to be paid by the Customer for Professional Services, including any support associated therewith shall, at the sole discretion of RelyMD, become recognizable as revenue by RelyMD pursuant to any methodology chosen by RelyMD.

**2.04 (a) Sale of Professional Services.** Unless otherwise provided on an executed Sales Order Form associated with this MSA: (a) all Professional Services are to be considered labor and installation services purchased by Customer, with pricing predicated upon the complexity of the Implementation or Integration, whether EMR Integration or otherwise; and, (b) Professional

Services may be sold to the Customer after the Effective Date during a then-existing Term at the pricing in effect at the time of purchase, and; (c) absent language on an executed Sales Order Form to the contrary, the price or fees to be paid by the Customer for the Professional Services shall become due and payable to RelyMD in proportion to the percentage of completion of the Professional Services.

**2.04 (b) Your Responsibilities Relative to the Professional Services.** Unless otherwise provided on an executed Sales Order Form associated with this MSA: (a) You will be responsible for the purchase of any licenses needed for Third-Party Applications, including, but not limited to, those licenses that may be required for Implementation or Integration work that is to be done by RelyMD.

**2.04 (c) Our Responsibilities Relative to the Professional Services.** We will: (a) be responsible for complying with our duties under the Terms of Service and under this MSA; and, (b) be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this MSA, except as otherwise specified within the Terms of Service or herein.

### **3.0 | ADDITIONAL LIMITS AND RESPONSIBILITIES RELATED TO THE SERVICES.**

**3.01 | Limits on Service(s).** Services are subject to certain specified limits, including, for example, the quantities specified on the Sales Order Forms. Unless otherwise specified on the Sales Order Form, as it pertains to Managed Services; (a) the quantity associated with the “*Est. Covered Persons*” column shown on a Sales Order Form under the “**FEE—Products/Services**” section of the Sales Order Form refers to the estimated number of Covered Persons that may or may not seek access to the Managed Services; and, (b) the quantity associated with the “*Est. Annual Consults*” column shown on a Sales Order Form under the “**FEE—Products/Services**” section of the Sales Order Form refers to the estimated number of Consults that may or may not be sought by Covered Persons. The Customer may enable the RelyMD Platform to be accessible by more than the number of Covered Persons specified on the Sales Order Form, whether pertaining to *Est. Covered Persons* or *Est. Annual Consults*, only upon paying the additional Subscription Fees, Fee-For-Service fees or license fee associated therewith. Unless a fee waiver has been granted by RelyMD in writing signed by an Authorized Individual appointed by RelyMD, You will execute a Sales Order Form for additional quantities in excess of the applicable *Est. Covered Persons* or *Est. Annual Consults* promptly upon Our request, and pay any invoice for excess *Est. Covered Persons* or *Est. Annual Consults* in accordance with Section 4.02 (Charges, Fees and Payments) below.

**3.02 | Your Responsibilities Relative to the Services.** You will: (a) be responsible for Your compliance with the Terms of Service and the terms of this MSA; and, (b) be responsible for the Users’ compliance with the Terms of Service and the terms of this MSA; and, (c) maintain such insurance coverage as is reasonably necessary to support Your respective obligations under the Agreement; and, (d) be responsible for the accuracy, quality and legality of both the Customer Data and the means by which You acquire(d) the Customer Data, as well as any Patient Data that You provide to RelyMD or enter into the RelyMD Platform and the means by which You acquire(d) the Patient Data; and, (e) use commercially-reasonable efforts to prevent unauthorized use of the Services, access to the RelyMD Network or use of the RelyMD Platform or RelyMD Apps; and, (f) use the Services and the RelyMD

Platform only in accordance with the User Guides, if any, and all applicable laws and government regulations.

**3.03 | Our Responsibilities Relative to the Services.** We will: (a) be responsible for complying with our duties under the Terms of Service, under this MSA and under any SLA; and, (b) maintain such insurance coverage as is reasonably necessary to support Our respective obligations under the Agreement, which shall include a contractual obligation wherein Provider within the RelyMD Managed Network will bind the requisite medical malpractice insurance coverage; and, (c) be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under the Agreement; and, (d) be responsible for the performance of members of the RelyMD Network and their compliance with Our obligations under the Agreement when, and only when, they are providing Services on behalf of the RelyMD Network, except as otherwise specified within the Terms of Service or herein.

#### **4.0 | CHARGES, FEES AND PAYMENTS.**

**4.01 | Charges and Fees.** You will pay all charges and fees specified on the Sales Order Forms. Except as otherwise specified herein or on an executed Sales Order Form: (a) fees may be based on Services purchased, which may reflect estimates and not actual usage; and, (b) payment obligations are non-cancelable and all fees paid are non-refundable unless otherwise specified within the Terms of Service.

**4.02 | Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed on the Sales Order Form for the Term and any renewal Term(s) as set forth on the Sales Order Form. Such charges shall be made in advance, either annually or in accordance with any different Payment Frequency stated in the applicable Sales Order Form. If the Sales Order Form specifies that the Payment Method will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Sales Order Form. Unless otherwise stated in the Sales Order Form, invoiced charges are due net ten (10) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**4.03 | Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law; and/or, (b) We may condition future subscription renewals and fulfillment of Sales Order Forms on payment terms shorter than those specified in Section 4.00 and any subparts contained herein..

**4.04. Suspension of Services and Acceleration.** If any amount owing by You under the Agreement for Our Services is ten (10) or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under the Agreement so that all such obligations become immediately due and payable, and suspend all Services and access to the RelyMD Platform to the Company and any User, Patient or Covered Person associated therewith, until such amounts are paid in full. We will give You at least ten (10) days' prior notice that Your account is overdue, in accordance with Section 6.02 (Manner of Giving Notice), before suspending Services and access to the RelyMD Platform.

**4.05 | Payment Disputes.** We will not exercise Our rights, under Section 4.03 (Overdue Charges) or 4.04 (Suspension of Services and Acceleration) above, if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**4.06 | Taxes.** Our Charges and Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.06, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, our property and our employees

### **5.0 | TERM AND TERMINATION.**

**5.01 | Term of Agreement.** This MSA commences on the Effective Date, and by virtue thereof the Agreement is made effective contemporaneous with the Effective Date, and thereafter the Agreement continues through and until the end of the Term identified on a Sales Order Form that is open, or any renewal Term, to the extent of requiring RelyMD to provide Services thereunder.

**5.02 | Term of Subscriptions.** The Term of each Subscription shall be as specified in the applicable executed Sales Order Form. Except as otherwise specified on an executed Sales Order Form, Subscriptions will automatically renew for additional periods equal to the expiring Term or one (1) year (whichever is shorter), unless either Party gives the other Party notice of non-renewal at least sixty (60) days before the end of the then-existing Term.

**5.03 | Termination.** A Party may terminate the Agreement for cause upon thirty (30) days prior written notice to the other Party of a material breach if such breach remains uncured at the expiration of such notice period.

**5.04 | Refund or Payment upon Termination.** If the Agreement is terminated by You as a result of any breach committed by RelyMD in accordance with Section 5.03 (Termination), We will refund You any prepaid Subscription Fees covering the remainder of the unexpired Term. If the Agreement is terminated by Us in accordance with Section 5.03 (Termination), You will pay any unpaid fees covering the remainder of the Term of all open Sales Order Forms. In no event will Termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of a valid Termination.

**5.05 | Customer Data and Patient Data Portability and Deletion.** Upon written request by You made within thirty (30) days after the effective date of termination or expiration of this MSA, We will make the Customer Data and Patient Data available to You for export or download as provided in the Documentation. After that thirty (30) day period, We will have no obligation to maintain or provide the Customer Data or Patient Data to you, and may, but shall not be required to, thereafter delete or destroy all copies of the Customer Data and Patient Data in Our SaaS Systems or otherwise in Our possession or control as provided in the Documentation, unless legally

prohibited by applicable and express state and federal laws to the contrary.

**6.0 | WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.**

**6.01 | General.** Who You are contracting with under the Agreement, who You should direct notices to under the Agreement, what law will apply in any lawsuit arising out of or in connection with the Agreement, and which courts have jurisdiction over any such lawsuit, depends on where You are domiciled.

<b>If You are domiciled in:</b>	<b>And you are contracting with:</b>	<b>Notices should be addressed to:</b>	<b>The governing law is:</b>	<b>The courts having exclusive jurisdiction are:</b>
The USA, Mexico or Canada	RelyMD, LLC, a Delaware limited liability company	4819 Emperor Blvd Suite 400 Durham, NC 27703	Delaware and controlling U.S. Law	Raleigh, NC Durham, NC
The USA, Mexico or Canada	RelyMD, Inc., a Delaware corporation	4819 Emperor Blvd Suite 400 Durham, NC 27703	Delaware and controlling U.S. Law	Raleigh, NC Durham, NC
The USA, Mexico or Canada	MID Holdings, LLC, a Georgia limited liability company	4819 Emperor Blvd Suite 400 Durham, NC 27703	Georgia and controlling U.S. Law	Atlanta, GA
The USA, Mexico or Canada	MyIdealDoctor, LLC, a Georgia limited liability company	4819 Emperor Blvd Suite 400 Durham, NC 27703	Georgia and controlling U.S. Law	Atlanta, GA

**6.02 | Manner of Giving Notice.** Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; or, (b) upon delivery by the U.S. Mail pursuant to a certified return receipt request; or, (c) by courier upon delivery to an adult authorized to sign on behalf of the Party receiving notice. Billing-related notices to You will be addressed to the relevant billing contact designated by You, if so designated. All other notices to You shall be addressed to the relevant Services contact designated by You.

**6.03 | Agreement to Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**6.04 | No Agency.** For the avoidance of doubt, We are entering into this MSA as principal and not as agent for any other RelyMD Affiliate. Subject to any permitted assignment of this MSA under Section 7.02 (Assignment), the obligations owed by Us under this MSA shall be owed to You solely by Us and the obligations owed by You under this MSA shall be owed solely to Us.

**7.0 | GENERAL PROVISIONS.**

**7.01 | Entire Agreement and Order of Precedence.** The Terms of Service, Sales Order Forms, Service Level Agreement and this MSA form the entire Agreement between You and Us regarding Your use of Services and any access to the RelyMD Platform, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter. No modification, amendment, or waiver of any provision of any part of the Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The Parties agree that the *Terms of Service* may be modified by RelyMD at RelyMD's sole discretion. The Parties further agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding the Sales Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Sales Order Form; (ii) the *Terms of Service*; (iii) this MSA; (iv) the Service Level Agreement; and, (v) the User Guides, if any.

**7.02 | Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld). Notwithstanding the aforementioned prohibition on assignment, either Party may assign any portion of the Agreement in its entirety (including all Sales Order Forms), without the other Party's consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, change of entity formation, or the sale of all or substantially all of the assigning Party's assets. If a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate the Agreement upon written notice to the assigning Party (hereinafter, a "Competitive Termination"). In the event of such a Competitive Termination wherein We are the assigning Party We will refund to You any prepaid Subscription Fees covering the remainder of the then-existing Term of all Services, but no refund shall be due for Fee-for-Service Medical Services or Professional Services. In the event of such a Competitive Termination wherein You are the assigning Party, We will not be responsible for refunding any prepaid Subscription Fees to You covering the remainder of the then-existing Term of all Services, nor shall a refund be due for any Fee-for-Service Medical Services or Professional Services. Subject to the foregoing, this MSA, as part of the Agreement, will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**7.03 | Relationship of the Parties.** The Parties are independent and unrelated without affiliation. Neither this MSA, nor any part of the Agreement, creates a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**7.04 | Waiver.** No failure or delay by either Party in exercising any right under this MSA, nor any part of the Agreement, will constitute a waiver of that right.

**7.05 | Severability.** If any provision of this MSA, or any part of the Agreement, is held by a court of competent jurisdiction to be contrary to law, that provision will be deemed null and void, and the remaining provisions of this MSA or of the Agreement will remain in effect.

**EXHIBIT 1**

***TERMS OF SERVICE (“ToS”)***

THE FOLLOWING TERMS AND CONDITIONS (THE “*TERMS OF SERVICE*” OR “*ToS*”) WILL BE LEGALLY BINDING UPON: (i) A CUSTOMER (AS DEFINED BELOW) UPON EXECUTION OR ACCEPTANCE OF THE MASTER SERVICES AGREEMENT (the “MSA”) PUBLISHED BY RELYMD, LLC (“RELYMD”); OR, (ii) AN INDIVIDUAL (AS DEFINED BELOW). IN THE PRESENCE OF AN AGREEMENT (AS DEFINED BELOW) EITHER: (i) BY AND BETWEEN RELYMD AND A CUSTOMER; OR, (ii) BY AND BETWEEN RELYMD AND AN INDIVIDUAL, THESE TERMS OF SERVICE MAY REFER TO RELYMD, THE CUSTOMER OR THE INDIVIDUAL AS A “PARTY” OR COLLECTIVELY AS THE “PARTIES” IN THE APPROPRIATE CONTEXT.

**1.0 | DEFINITIONS.**

“**Agreement**” means: (i) For a Customer: collectively the Master Services Agreement, these Terms of Service, any Sales Order Form(s) and/or any Service Level Agreement(s) associated with an MSA, and in accordance therewith, these Terms of Service, each Sales Order Form and/or each Service Level Agreement shall be construed as being incorporated by reference within the MSA; or, (ii) For an Individual: collectively these Terms of Service and any documents or information which together comprise Informed Consent (as defined below).

“**Affiliate(s)**” means: (i) For a Customer: any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Customer, by way of majority voting stock ownership or by way of the ability to otherwise direct or cause the direction of the management and policies of a Customer; or, (ii) For RelyMD: (a) any entity (a “Primary Affiliate”) which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with RelyMD, by way of majority voting stock ownership or by way of the ability to otherwise direct or cause the direction of the management and policies of RelyMD; and/or, (b) any entity (a “Secondary Affiliate”) which is under a contractual arrangement with RelyMD to provide Telemedicine Services for the benefit of any Customer or Covered Person. RelyMD, any Primary Affiliate and any Secondary Affiliate may be referred to hereinafter collectively as “RelyMD.”

“**Authorized Individual(s)**” means any third party that is granted authority, express or implied, by a Customer, by an Individual, or by RelyMD, to act on behalf thereof, as the case may be.

“**Confidential Information**” means: (a) Customer Data, Patient Data and RelyMD Data; and, (b) the terms of a MSA or Sales Order Form; and, (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving Party for purposes arising out of or in connection with the Agreement, which: (i) in the case of information in tangible form, is marked “confidential” or “proprietary;” (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving Party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and, (iv) will include any reproduction of such

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information in any form or medium, or any part of such information. The following shall not be deemed Confidential Information: (v) information that was in the public domain at the time of its disclosure, or which becomes available within the public domain through no fault of the receiving Party; (vi) information that was rightfully in the receiving Party's possession without restriction prior to disclosure; (vii) information that was rightfully disclosed to the receiving Party by a third-party without restriction; (viii) information that was independently developed by agents of the receiving Party who did not have access to and without use of or reference to the disclosing Party's Confidential Information; and, (ix) anonymized, aggregated and non-personally-identifiable data collected or generated by RelyMD through the provision of any Service, as long as RelyMD's use thereof is solely for the purposes of providing or improving the Services, benchmarking performance of the RelyMD Platform, or preparing statistics and system metrics for use by RelyMD.

**"Consult(s)"** means the interaction that occurs between a Patient and a Provider wherein the Provider renders Medical Services to the Patient.

**"Copayment" or "Copay"** means the specified Fee-For-Service amount a Patient must pay to RelyMD for a Consult in accordance with the terms specified within an Agreement.

**"Covered Person," "Covered Member" or "Covered Patient"** means any person who is eligible to receive Medical Services from a Provider in accordance with, or pursuant to, an Agreement with a Customer.

**"Customer"** means the counterparty that enters into any MSA, Sales Order Form and/or SLA with RelyMD.

**"Customer Data"** means all electronic data or information, not otherwise deemed to be Patient Data or RelyMD Data, submitted to and/or stored within a RelyMD system by or on behalf of the Customer, data input into a RelyMD system by any Third-Party Application on behalf of the Customer, or any Customer-specific information that is submitted to and/or stored within any RelyMD system by any means not otherwise expressly set forth herein.

**"Electronic Communications"** means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or in part, electronically received, and/or transmitted through any of the Services.

**"Fee-for-Service," "FFS" or "Consult Fee"** means a Medical Service provided by RelyMD wherein either the Patient, Customer, or both, pay RelyMD a specified fee for each Consult.

**"Help Documentation"** means the online help center documentation describing the features of the RelyMD Platform, including User Guides, if any, which may be updated from time to time. Help Documentation may be made available, if at all, at the sole discretion of RelyMD.

**"Implementation"** means a post-sale process whereby RelyMD utilizes a structured approach to effectively enable the Customer's use of the RelyMD Platform.

**"Individual"** means the counterparty, not otherwise a Customer nor associated with a Customer, that agrees to

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be bound by these Terms of Service by virtue of seeking Medical Services from RelyMD through any SaaS System, including, but not limited to, the RelyMD Mobile App or the RelyMD Platform.

**“Informed Consent”** is a process by which the Provider educates the Patient about the risks, benefits, and alternatives associated with a Medical Service, after which the Patient knowingly makes a decision as to whether or not to follow the guidance recommended by the Provider. References to Informed Consent herein shall encompass any documents, waivers (whether electronically or in writing), instructions or any other materials provided to a Patient by a Provider or RelyMD pertaining to the Medical Services.

**“Integration” or “EMR Integration”** means a post-sale process whereby RelyMD utilizes a structured approach to effectively connect a Third-Party Application to the SaaS System for the benefit of a Customer.

**“Managed Service(s)”** means: (i) the assembly, management and oversight of the RelyMD Network; and/or, (ii) the provision of Medical Services pursuant to an Agreement entered into by or on behalf of RelyMD, any Primary Affiliate or any Secondary Affiliate, with the delivery of the Medical Services occurring over the RelyMD Platform and the RelyMD App, using a Provider within the RelyMD Network. The Managed Service(s) may also be referred to as the Virtual Health Offering(s) (“VHO”), Telemedicine Services or Telehealth Services.

**“Master Services Agreement” or “MSA”** means the Agreement between RelyMD, the Customer and any Affiliates, an exemplar of which can be found at <https://relymd.com/agreement>, which, combined with the Terms of Service, all Sales Order Forms and Service Level Agreements, serves as the foundation for the contractual relationship between RelyMD and the Customer.

**“Medical Service(s)”** means guidance or oversight provided by a Provider in order to diagnose or treat a Patient’s medical condition, along with any supplies or prescription drugs that are deemed Medically Necessary. A Medical Service may be paid for by the Customer or the Covered Person pursuant to a Fee-For-Service or Subscription Fee basis as specified in an Agreement.

**“Medically Necessary” or “Medical Necessity”** means any Medical Service(s) that are deemed by a Provider as being necessary to diagnose or treat a Patient’s medical condition.

**“Patient(s)”** means any Covered Person or Individual who seeks Medical Services from a Provider.

**“Patient Data”** means all electronic data or information, not otherwise deemed to be Customer Data or RelyMD Data, submitted to and/or stored within a RelyMD system by or on behalf of the Patient, data input into a RelyMD system by any Third-Party Application on behalf of the Patient, or any Patient-specific information that is submitted to and/or stored within any RelyMD system by any means not otherwise expressly set forth herein.

**“Prescription Drug”** means any compound or medicine that, due to federal or state law, may only be given with a prescription authorized by a Provider. ***The aforementioned definition notwithstanding, no Provider shall be authorized to prescribe any Drug Enforcement Agency (“DEA”) controlled substances or narcotics.***

**“Professional Service(s)”** means the general consulting, training, and/or support services to be provided to Customer, including Implementation Services and EMR Integration Services, which are specified within or upon a

Sales Order Form.

**“Provider(s)”** means any person authorized or licensed to provide medical advice as further defined in 29 CFR § 825.125, entitled *Definition of Health Care Provider*; including, but not limited to, Telemedicine Providers and Telehealth Providers.

**“RelyMD Data”** means all electronic data or information, not otherwise deemed to be Patient Data or Customer Data, submitted to and/or stored within a RelyMD system by or on behalf of RelyMD, data input into a RelyMD system by any Third-Party Application on behalf of RelyMD, or any RelyMD-specific information that is submitted to and/or stored within any RelyMD system by any means not otherwise expressly set forth herein.

**“RelyMD Mobile App(s)”** means the RelyMD mobile applications, which are designed to run on mobile devices such as a cellular phone or tablet, and which are delivered across various computer operating systems, including, but not limited to, the iOS and Android mobile operating systems. The RelyMD Mobile Apps, which may be offered under various private label brand names, are designed to allow a Patient to obtain access to the Medical Services.

**“RelyMD Network”** means all Providers, including, but not limited to, those Providers associated with a Primary Affiliate or a Secondary Affiliate, which, pursuant to an agreement with RelyMD, provide Managed Services to Covered Persons for the benefit of a Customer.

**“RelyMD Platform”** means the RelyMD Mobile Apps and all SaaS Systems, which interoperate: (i) so that RelyMD can use the RelyMD Platform to provide Telemedicine Services to Patients in accordance with the terms of the Agreement; and/or, (ii) so that the Customer can offer or operate the RelyMD Mobile Apps and all SaaS Systems on its own behalf with Telemedicine Services provided by RelyMD, by the Customer, by a third-party, or by some combination of RelyMD, the Customer and/or a third-party.

**“Sales Order Form(s)”** collectively or individually means a RelyMD estimate, quote, renewal notification, order form, invoice or Statement of Work (hereinafter, singularly a “SoW” or plurally the “SoWs”) issued to, accepted or executed in the name of a Customer or its Affiliate, and accepted by RelyMD upon execution by an Authorized Representative, which specifies the Managed Services, Fee-for-Service, Software as a Service and/or Professional Services to be provided by RelyMD to or on behalf of the Customer subject to the terms of the Agreement.

**“Service(s)”** means, singularly or collectively, the Managed Services, Fee-for-Service, Software as a Service and/or Professional Services provided by RelyMD subject to the terms of an Agreement.

**“Service Level Agreement(s)”** or **“SLA”** means, singularly or collectively, and in general, any additional terms which are appended to an Agreement which set forth the metrics by which the quality of the Services are measured, as well as remedies or penalties should the agreed-upon quality of Services not be achieved

**“Software as a Service,” “SaaS”** or **“SaaS System(s)”** means RelyMD’s online integrated application software suite, which shall include any software modules, support, features or offline components as described within the applicable User Guides, if any, that are made available to Customer by RelyMD.

## MASTER SERVICES AGREEMENT

**“Subscription”** means the purchase method associated with the RelyMD Platform, whereby the SaaS System is hosted in either a Single-Tenancy environment or Multi-Tenancy environment, and RelyMD’s duty to provide access to the RelyMD Platform is limited to a defined and specified period of time.

**“Subscription License”** means the limited license granted to a Customer to use RelyMD Platform during the Term.

**“Subscription Pricing”** or **“Subscription Fee(s)”** means the price which the Customer will pay to RelyMD for access to the RelyMD Platform and RelyMD Apps during the Term, which may include pricing for each Covered Person to whom Managed Services may be made available.

**“Telemedicine Service(s)”** or **“Telehealth Service(s)”** means the provision of Medical Services through an electronic medium as defined by *The Health Resources and Services Administration* (“HRSA”) of the U.S. Department of Health and Human Services. Telemedicine Services and Telehealth Services are defined as the use of electronic information and telecommunications technologies to support and promote long-distance clinical health care, patient and professional health-related education, remote patient monitoring (“RPM”), public health and health administration. Technologies include videoconferencing, the internet, store-and-forward imaging, streaming media, and terrestrial and wireless communications, and in addition, would include the RelyMD Platform and the RelyMD Apps.

**“Telemedicine Provider(s)”** or **“Telehealth Provider(s)”** means a Provider who delivers medical guidance through the technology mediums associated with Telemedicine Services or Telehealth Services. For ease of reference, a Telemedicine Provider and Telehealth Provider may be referred to simply as a “Provider” herein.

**“Tenancy | Multi-Tenancy”** refers to the mode of operation and system architecture of a SaaS System where the storage of the Customer Data and Patient Data, as well as all access thereto, occurs within a shared computing environment where the Customer Data and Patient Data is logically-separated from the data of other customers and patients.

**“Tenancy | Single-Tenancy”** refers to the mode of operation and system architecture of a SaaS System where the storage of the Customer Data and Patient Data, as well as all access thereto, occurs within a dedicated computing environment where the Customer Data and Patient Data is physically-separated from the data of other customers and patients.

**“Term”** means the period of time during which the Customer has a contractual right to access the RelyMD Platform for the Customer’s benefit, as well as for the benefit of any Covered Persons associated with the Customer.

**“Third-Party Application(s)”** means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than RelyMD, as further described in Section 2.05 (“Third-Party Applications”), which are expressly approved by RelyMD in writing to interoperate with any SaaS System, including, but not limited to, the RelyMD Platform.

**“User(s)”** means: (i) Covered Persons or Authorized Individuals who are authorized by Customer to access

RelyMD Platform; or, (ii) an Individual.

“**User Guides**” mean the online English language user guides, if any, available for the Services and accessible within the RelyMD Platform (under “Help”), as updated from time to time.

“**URL Terms**” means the terms with which the Customer, Individual and Users must comply, to the extent applicable thereto, which are located at the URL addresses referenced in these Terms of Services and in the Agreement, all of which are hereby incorporated by this reference.

## **2.0 | TERMS OF SERVICE.**

The Customer or Individual acknowledges and agrees that these Terms of Service, together with the balance of the Agreement, shall govern Customer’s and Individual’s access to and use of the Services, as well as any access to and use of the Services by Patients or Users. Capitalized terms not otherwise defined in these Terms of Service shall have the meaning given elsewhere within the Agreement, with any conflicts; (i) between these Terms of Service, the MSA, or any Sales Order Form pertaining to a Customer; or, (ii) between these Terms of Service and any Informed Consent materials as it pertains to an Individual, shall be controlled first by the language contained within these Terms of Service.

**2.01 | Accuracy of Contact Information.** Customer and Individual shall provide accurate, current and complete about their legal name, address, email address, and phone number (the “Contact Information”), and maintain and promptly update the Contact information if any of the Contact Information should change.

**2.02 | User Names: Passwords, Access and Notification.** Login rights for a designated User cannot be shared with, used by, or assigned to more than one (1) unique person. User will be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, Patient Data and all other data otherwise entered electronically within the RelyMD Platform. Users shall use reasonable efforts to prevent unauthorized access to or use of the RelyMD Platform or Services and shall promptly notify RelyMD of any unauthorized access to or use of the RelyMD Platform or Services, as well as of any loss, theft or unauthorized use of any User’s password or name and/or the account numbers associated with the RelyMD Platform.

**2.03 | Associated Agreement(s).** The Customer represents and acknowledges for the benefit of RelyMD that the Customer shall use its best efforts to: (i) modify any other agreement (hereinafter, “Associated Agreement(s)”) to which the Customer is a party, to the extent necessary, in order to ensure that Users and Covered Persons associated with the Customer acknowledge and consent to these Terms of Service; (ii) obtain and retain the necessary acknowledgment and consent of the Users Covered Persons evidencing that they intend to use the RelyMD Platform and to access the Services in a manner that satisfies the Customer’s duties as set forth within these Terms of Service; and, (iii) to provide adequate privacy notices to the Users, Patients and Covered Persons on a continuing basis to ensure compliance with all applicable local, state and federal laws. To assist the Customer with its duties and responsibilities under Section 2.04(i), RelyMD has published a model notice as set forth upon the “**RelyMD Acknowledgment & Consent Notice,**” which can be found at <https://relymd.com/agreement>. Use of the **RelyMD Acknowledgment & Consent Notice** by the Customer will

ensure compliance with applicable portions of Section 6.0. This Section 2.03 does not apply to an Individual.

### 2.04 | General Restrictions

**(a) General.** As it pertains to a Customer: (i) Customer is responsible for all activities conducted under its User logins and for its Users' compliance with the terms of any Agreement entered into by and between the Customer and RelyMD. Unless expressly permitted in a writing signed by an authorized representative of RelyMD, Customer's use of the RelyMD Platform and Services shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the RelyMD Platform or Services. Customer shall not itself, nor shall the Customer permit any party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile any aspect of the RelyMD Platform, or otherwise attempt to discover any source code or modify the RelyMD Platform in any manner or form, unless expressly allowed in a writing signed by an authorized representative of RelyMD; (b) access or use the RelyMD Platform to circumvent or exceed account limitations or requirements of the Services, or; (c) use the RelyMD Platform for the purpose of building a similar or competitive SaaS System or Services; or, (d) obtain unauthorized access to the RelyMD Platform (including without limitation permitting access to or use of the Services via another system or tool; or, (e) use the RelyMD Platform or Services in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; or, (f) publish, post, upload or otherwise transmit Customer Data that contains any viruses, trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another, including, but not limited to the RelyMD Platform; or, (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the RelyMD Platform. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the RelyMD Platform or Services, including without limitation, those related to privacy, electronic communications and anti-spam legislation. Customer is responsible for ensuring that its use of the RelyMD Platform to store or process credit card data, if any, complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") requirements and shall not store credit card and social security data in the RelyMD Platform except in the designated encrypted fields for such data. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the RelyMD Platform, obtaining any permits, licenses and authorizations required for such compliance. Without limiting the foregoing; (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; (ii) Customer shall not permit Users to access or use the RelyMD Platform in violation of any U.S. export embargo, prohibition or restriction; and, (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States. Customer will not send any Electronic Communication from or through the RelyMD Platform that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by the Agreement, no part of the RelyMD Platform may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the RelyMD Platform by any means other than through the interfaces that are provided by RelyMD. Customer shall not do any "mirroring" or "framing" of any part of the RelyMD Platform, or create Internet links to the RelyMD Platform which include log-in information, usernames or passwords, and/or secure cookies. Customer will not in any way express or

imply that any opinions contained in Customer's Electronic Communications are endorsed by RelyMD. Customer shall ensure that all access and use the RelyMD Platform or the Services by Users, Patients or Covered Persons is in accordance with these Terms of Service and the remainder of the Agreement. Any action or breach by any User, Patient or Covered Person shall be deemed an action or breach by Customer; and, as it pertains to an Individual: (i) Individual is responsible for all activities conducted under its User logins and for their compliance with the terms of any Agreement entered into by and between the Individual and RelyMD. Individual shall not, nor shall the Individual permit any party to: (a) access or use the RelyMD Platform to circumvent or exceed account limitations or requirements of the Services, or; (b) obtain unauthorized access to the RelyMD Platform (including without limitation permitting access to or use of the Services via another system or tool; or, (c) use the RelyMD Platform or Services in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; or, (d) publish, post, upload or otherwise transmit Customer Data that contains any viruses, trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another, including, but not limited to the RelyMD Platform. Individual shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the RelyMD Platform or Services, including without limitation, those related to privacy, electronic communications and anti-spam legislation. Individual agrees not to access the RelyMD Platform by any means other than through the interfaces that are provided by RelyMD.

**(b) HIPAA.** As it pertains to a Customer; (i) Customer agrees that RelyMD only acts on Customer's behalf as a Business Associate if a Business Associate Agreement ("BAA") is expressly entered into by and between the Customer and RelyMD, signed by Authorized Individuals on behalf thereof and, as it pertains to an Individual (ii) RelyMD shall comply with all of the applicable requirements of HIPAA as it pertains to PHI, (the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, or "HIPAA"). In the preceding sentences, the terms "Business Associate" and "PHI" shall have the meanings described in HIPAA.

**2.05 | Third-Party Application(s).** As it pertains to Individual, RelyMD or third-party vendors may offer Third-Party Applications for use directly within the RelyMD Platform in conjunction with the Services. RelyMD does not warrant, either expressly or implicitly, any Third-Party Applications in any respect to an Individual.

As it pertains to Customer, RelyMD may offer certain Third-Party Applications for sale pursuant to the Services(s) listed upon a Sales Order Form. Any procurement of such Third-Party Applications by Customer shall be subject to any additional terms specified in such Sales Order Form. Except as expressly set forth in a Sales Order Form, RelyMD does not warrant any such Third-Party Applications to a Customer, regardless of whether or not such Third-Party Applications are provided by a vendor that is a member of a RelyMD partner program or otherwise designated by RelyMD as "Built For RelyMD," "certified," "approved," "recommended" or any other term or phrase that may be perceived in a manner that might be considered an affirmative representation that a Third-Party Application is suited for a particular purpose. Any procurement by Customer of such Third-Party Applications is solely between Customer and the applicable Third-Party Application vendor. Customer may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the RelyMD Platform unless Customer has procured the applicable Subscription License for such use and access.

RelyMD is not responsible for any aspect of such Third-Party Applications that Customer may procure or connect to the RelyMD Platform, or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third-Party Applications for use with the RelyMD Platform, Customer agrees that RelyMD may enable such Third-Party providers to access Customer Data and Patient Data as required for the interoperation of such Third-Party Applications with the RelyMD Platform, and any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third-Party Applications. RelyMD shall not be responsible for any disclosure, modification or deletion of Customer Data or Patient Data resulting from any such access by Third-Party Applications or third-party providers. No procurement of such Third-Party Applications is required to use the RelyMD Platform or to access the Services. If Customer was referred to RelyMD by a member of one of RelyMD's partner programs, Customer hereby authorizes RelyMD to provide such member or its successor entity with access to RelyMD's business information related to the procurement and use of the RelyMD Platform or Services pursuant to any Agreement, including but not limited to, access to User names, email addresses, support cases and billing/payment information.

**2.06 | Service Level Agreements.** During the Term of a Customer, the RelyMD Platform and Services will meet the service level specified in the SLA, a copy of which is attached hereto and incorporated herein by this reference. If the RelyMD Platform or Services fail to achieve the service level specified within the SLA, then Customer will be entitled, as its sole and exclusive remedy, to a partial pro-rated credit for a portion of the Subscription Pricing paid by the Customer for the RelyMD Platform or Services in accordance with the terms set forth in the SLA. The system logs and other records maintained by RelyMD for the RelyMD Platform and Services, if any, shall be used for calculating any service level incidents. No SLA is expressly or implicitly provided to any Individual.

**2.07 | RelyMD Professional Services.** As part of the Customer's use of the RelyMD Platform, RelyMD may, at RelyMD's sole discretion, provide Customer with Help Documentation and other online resources to assist Customer. RelyMD also offers optional "for fee" Professional Services, which may include, but are not limited to, general consulting, installation, implementation, EMR integration training, and/or support services, including, but not limited to, Implementation Services and EMR Integration Services. RelyMD does not offer Professional Services to any Individual.

**2.08 | Data Security.** RelyMD shall maintain commercially-reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data and Patient Data. RelyMD shall maintain PCI DSS compliance for the portions of the RelyMD Platform that store and process credit card data, if any. Any changes made to the RelyMD Platform by the Customer or at the Customer's direction may affect the Customer's compliance with PCI DSS requirements and Customer shall be solely responsible for ensuring that any such changes are compliant with PCI DSS requirements. For the RelyMD Platform, RelyMD may, at RelyMD's sole discretion, ensure performance of an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and may obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. Additionally, RelyMD may perform an annual ISO 27001 audit (or similar security standard), under the International Organization for Standardization (ISO) 27001 standard. No more than once per year, Customer

may submit one request for a copy of: (a) RelyMD's final SSAE 16 (SOC 1)/ISAE 3402 Type II Report, or (b) RelyMD's final ISO 27001 certificate, if either is available at the sole discretion of RelyMD. If similar third-party audits, standards and/or certifications become available in the future, RelyMD may choose to perform such audit and/or certify to such established industry standard selected by RelyMD in place of those in the preceding sentences, if any.

**2.09 | Confidentiality.** RelyMD and the Customer, or RelyMD and an Individual, as the case may be, agree to use the same degree of care that each uses to protect the confidentiality of its own Confidential Information of like kind (at all times exercising a reasonable degree of care in the protection of such Confidential Information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under any Agreement or as directed by law. Any Party may disclose Confidential Information on a need to know basis to any Authorized Individual or Provider who has executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in the Agreement. Additionally, if applicable, Users and Authorized Individuals must input credit card information and social security numbers only in the fields designated for such data in the RelyMD Platform. In the event that a User or Authorized Individual inputs credit card information and social security numbers in a field not otherwise designated for such data in the RelyMD Platform, the Customer or Individual agree and acknowledge that any representations by RelyMD about the confidentiality or security of this data are rendered null and void. Nothing in these Terms of Service or within any Agreement will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or regulation, order of a court or other governmental authority or regulation, or at the discretion of RelyMD, upon advice of RelyMD's legal counsel.

**2.10 | Ownership of Customer Data.** As between RelyMD and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer, however, Customer acknowledges that RelyMD shall have the right to retain, use and transfer, for statistical and analytical purposes, system testing and other commercially-reasonable purposes, any portion of the Customer Data which RelyMD converts to an "anonymized" state. For the purposes of any Agreement, in order to qualify as anonymized data, the Customer Data must have all personally identifiable information removed from all data sets. In the context of medical data, anonymized data refers to data from which a specific and unique individual cannot be identified by the recipient of the information, and at a minimum, will require that the name and complete address be removed, together with any other information which, in conjunction with other data held by or disclosed to the recipient, could identify the individual, including, but not limited to, any Customer-specific protocol identifiers which might be used to identify refer to a specific individual.

**2.11 | Ownership of Patient Data.** As between RelyMD and Patient, all title and intellectual property rights in and to the Patient Data is owned exclusively by the Patient, however, the Customer will have the Covered Persons sign a ***Patient Acknowledgment and Consent Notice*** (or similar consent) at the time that the Customer and Covered Persons enter into any Associated Agreement(s), wherein the Covered Persons will acknowledge that RelyMD shall have the right to retain, use and transfer, for statistical and analytical purposes, system testing and other commercially-reasonable purposes, any portion of the Patient Data associated with the a Covered Person or Individual which RelyMD converts to an "anonymized" state. For the purposes of any Agreement, in order to qualify as anonymized data, the Patient Data must have all personally identifiable information removed from all data sets. In the context of medical data, anonymized data refers to data from which a specific and unique

individual cannot be identified by the recipient of the information, and at a minimum, will require that the name and complete address be removed, together with any other information which, in conjunction with other data held by or disclosed to the recipient, could identify the individual.

**2.12 | RelyMD Intellectual Property Rights.** All rights, title and interest in and to the RelyMD Platform or the Services provided in conjunction therewith (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the RelyMD Platform provided or developed by RelyMD) are owned exclusively by RelyMD or its licensors. Except as provided in an Agreement, the rights granted to Customer or Individual do not convey any ownership rights in the RelyMD Platform, express or implied, or ownership in any of the Services, or any intellectual property rights thereto, not specifically set forth in a writing signed by an authorized representative of RelyMD. Customer and Individual grants RelyMD a royalty-free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the RelyMD Platform (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, corrections or other feedback or information provided by Customer, Individual, Covered Person, Users or Patients related to the operation or functionality of the RelyMD Platform. Any rights in the RelyMD Platform, or RelyMD's intellectual property not expressly granted herein by RelyMD are reserved by RelyMD. RelyMD service marks, logos and product and service names are marks of RelyMD or its affiliates (hereinafter, the "RelyMD Marks"). Neither the Customer nor Individual shall be permitted to display or use the RelyMD Marks in any manner without RelyMD's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Third-Party Mark(s)") are the property of such third-parties. Neither the Customer nor Individual shall be not permitted to use the Third-Party Marks without the prior written consent of such third-party which may own the Third-Party Mark(s).

**2.13 | Dispute Resolution.**

(a) Each Party agrees to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. Except as provided in 2.13(b), each Party agrees that before it seeks mediation, arbitration, or any other form of legal relief, it shall provide written notice to the other Party of the specific issues in dispute (and referencing the specific portions of any contract between the Parties and which are allegedly being breached). Within thirty (30) days after such notice, the Parties or Authorized Individuals acting on behalf of any affected Party, shall hold at least one (1) meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute. Except as provided in 2.13(b), any and all disputes, claims or controversies arising out of or relating to the Terms of Service or any Agreement shall be submitted to JAMS (formerly known as the "Judicial Arbitration and Mediation Services, Inc.") for mediation before arbitration or any other form of legal relief may be instituted. Mediation may be commenced by a Party providing JAMS a written request for mediation setting forth the subject of the dispute and the relief requested. Each Party will cooperate with JAMS in selecting a single mediator and scheduling a mediation, which should take place within forty-five (45) days following a request for mediation. The mediator shall be a retired judge who has had experience with technology disputes. The Parties agree that they will participate in the mediation in good faith and share equally in its costs. The mediation shall take place either in Raleigh, North Carolina, or at a forum located in Wake County, North

Carolina.

(b) The dispute resolution procedures in these Terms of Service shall not apply prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

### 3.0 | WARRANTIES.

**3.01 | Warranty of Service(s).** RelyMD warrants that: (i) the RelyMD Platform will achieve in all material respects the functionality expressly represented by RelyMD in writing, if any; and (ii) such functionality of the RelyMD Platform will not be materially decreased during any Subscription Term. The sole and exclusive remedy for RelyMD's breach of this warranty shall be that RelyMD shall be required to use commercially-reasonable efforts to modify the RelyMD Platform to achieve in all material respects the functionality, and if RelyMD is unable to restore such functionality within a commercially-reasonable period of time, Customer shall be entitled to terminate the Agreement in writing provided to RelyMD, and thereafter, receive a pro-rata refund of the Subscription Fees paid under the Agreement for its use of the Services for the terminated portion of the then-current Subscription Term. RelyMD shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to [legal@relymd.com](mailto:legal@relymd.com). The warranties set forth in this Section are made to and for the benefit of Customer only, and no warranty, express or implied, shall inure to the benefit of any Individual. Such warranties shall only apply if the RelyMD Platform and applicable Services have been utilized in accordance with the User Guides, if any, any Agreement and all applicable state and federal law(s).

**3.02 | Warranty of No Malicious Code.** Each Party warrants that it will not introduce viruses, trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the RelyMD Platform.

### 4.0 | DISCLAIMER OF WARRANTIES.

EXCEPT AS STATED IN SECTION 3.00 ABOVE, RELYMD DOES NOT REPRESENT THAT A PARTY'S USE OF THE RELYMD PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE RELYMD PLATFORM OR SERVICES WILL MEET A PARTY'S REQUIREMENTS OR THAT ALL ERRORS IN THE RELYMD PLATFORM AND/OR DOCUMENTATION RELATED THERETO, IF ANY, WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE RELYMD PLATFORM AVAILABLE (INCLUDING BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, OR ANY LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3.0 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY RELYMD. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS STATED IN SECTIONS 2.08 OR 3.0 ABOVE, THE RELYMD PLATFORM IS PROVIDED TO A PARTY ON AN "AS-IS/WHERE-IS" AND "AS-AVAILABLE" BASIS. RELYMD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT A PARTY'S USE OF THE RELYMD PLATFORM OR SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION, HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. THE

CUSTOMER AND INDIVIDUAL ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE RELYMD PLATFORM, THE INFORMATION GENERATED THEREBY OR THROUGH THE USE THEREOF IS, OR THE SERVICES PROVIDED THEREUPON ARE, ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S OR INDIVIDUAL'S PURPOSES.

### **5.0 | LIMITATIONS OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RELYMD BE LIABLE TO ANY PARTY FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THESE TERMS OF SERVICE OR ANY AGREEMENT (WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

THE MAXIMUM LIABILITY OF ANY PARTY ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT OR ANY LICENSE, USE OR OTHER DEPLOYMENT OF THE RELYMD PLATFORM OR ANY SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE, SHALL BE NO GREATER THAN AN AMOUNT EQUAL TO THE EQUIVALENT OF THREE (3) MONTHS OF SUBSCRIPTION FEES APPLICABLE AT THE TIME OF THE EVENT. IN THE EVENT OF A BREACH OF SECTION 2.09 (CONFIDENTIALITY) OF THESE TERMS OF SERVICE, SUCH MAXIMUM LIABILITY OF EITHER PARTY SHALL BE AN AMOUNT EQUAL TO THE EQUIVALENT OF SIX (6) MONTHS OF SUBSCRIPTION FEES APPLICABLE AT THE TIME OF THE EVENT. NOTWITHSTANDING THE PREVIOUS SENTENCE, RELYMD SHALL NOT BE LIABLE TO ANY PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF SERVICE OR WITH THE TERMS OF ANY AGREEMENT.

AS IT PERTAINS TO A CUSTOMER AGREEMENT, RELYMD AND THE CUSTOMER, EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN ANY AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO ANY AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THE SECOND PARAGRAPH OF THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 6.0 BELOW.

### **6.0 | INDEMNIFICATION.**

**6.01 | RelyMD Indemnification of Customer.** Subject to the terms and conditions set forth in this Section 6.0, RelyMD shall, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third-parties (collectively an "Infringement Claim") alleging that the RelyMD Platform, as used in accordance with the Terms of Service and any Agreement, infringes such third-party's copyrights or trademarks, or misappropriates such third-party's trade secrets and shall indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees, all of which shall be referred to hereinafter collectively as the "Losses") to the extent based upon an Infringement Claim.

The preceding language notwithstanding, RelyMD will have no liability for an Infringement Claim arising from: (a) use of the RelyMD Platform in violation of the Terms of Service, any Agreement or any applicable state or federal law(s); (b) use of the RelyMD Platform after RelyMD notifies Customer to discontinue use because of an Infringement Claim; (c) modifications to the RelyMD Platform: (i) not made by RelyMD; or, (ii) made without the written consent of RelyMD; or, (iii) made by RelyMD based on Customer specifications or requirements, or the specifications or requirements of the vendor or creator of any Third-Party Application; or, (d) use of the RelyMD Platform in combination with any non-RelyMD software, application or service; or, (e) services offered by Customer or where Customer has charged any type of fee for such services.

If an indemnifiable Infringement Claim as set forth above is brought or threatened, RelyMD shall, at its sole option and expense, use commercially-reasonable efforts either: (f) to procure a license that will protect Customer against such Infringement Claim without cost to Customer; (g) to modify or replace all or portions of the RelyMD Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or, (h) if (f) and (g) are not commercially feasible, terminate any Agreement and refund to the Customer a pro-rata refund of the Subscription Fees paid by Customer for the terminated portion of the Subscription Term not yet completed. The rights and remedies granted Customer under this Section 6.01 state RelyMD's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third-party.

**6.02 | Customer Indemnification of RelyMD.** Subject to the terms and conditions set forth in this Section 6.0, Customer shall, at its own expense, defend RelyMD from and against any and all claims (the "RelyMD Claims"): (a) alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third-party, or has caused harm to a third-party; or, (b) arising out of Customer's breach of Section 2.03 (**Associated Agreement(s)**) or Section 2.04 (**General Restrictions**) above and shall indemnify RelyMD from and against liability for any Losses to the extent based upon such RelyMD Claims; or, (iii) arising from any claim made by any User, Patient or any other third-party based upon an act or omission of the Company or its Affiliates.

**6.03 | Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section 6, the Party seeking indemnity shall: (i) promptly notify the Party against whom indemnity is sought in writing of such Claim; (ii) allow the Party against whom indemnity is sought to have sole control of its defense and settlement; and, (iii) upon request of the Party against whom indemnity is sought, cooperate in all reasonable respects, at the cost and expense of the Party against whom indemnity is sought, with any the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 6.0 are expressly conditioned upon the compliance with this Section 6.03 by the Party seeking indemnity, except that failure to notify the Party against whom indemnity is sought of such Claim shall not relieve that Party of its obligations under this Section 6.0, but such Claim shall be reduced to the extent of any damages attributable to such failure to notify. The indemnification obligations contained in this Section 6.0 shall survive termination of the Subscription Term for a minimum of twelve (12) full calendar months, starting on the first day of the calendar month subsequent to end of the Subscription Term.

**6.04 | RelyMD Indemnification of Individual.** No Individual shall be entitled to indemnification by

RelyMD under any circumstance, including, but not limited to, under the terms contained within this Section 6.0.

### **7.0 | INSURANCE.**

Each Party will maintain such insurance coverage as is reasonably necessary to support its respective obligations under an Agreement, which, for Customer, shall be at least a commercially-reasonable general liability policy. Upon written request, each Party shall provide evidence of such coverage to the other Party. Additionally, RelyMD agrees that it will maintain appropriate liability insurance and contractually obligate each Provider to have the requisite medical malpractice insurance coverage.

### **8.0 | SUSPENSION/TERMINATION.**

**8.01 | Suspension for Delinquent Account.** RelyMD reserves the right to suspend the Customer's, Individual's, User's, or Authorized Individual's access to, and/or use of, the RelyMD Platform, or any right to receive Services, if any payment is due to RelyMD but unpaid, and at least thirty (30) days have passed since the transmission of notice of delinquency to the Customer or Individual. The issuance of a statement or invoice showing a past due balance, or any other means of communicating a delinquency to the Customer or Individual, shall be sufficient notice hereunder. Customer and Individual agree that RelyMD shall not be liable to Customer, to Individual, to any User, to any Authorized User, to any Patient or Covered Person, or to any other third-party for any suspension of the Services or any functionality of the RelyMD Platform pursuant to Section 8.0 or any of its subparts herein.

**8.02 | Suspension for Ongoing Harm.** RelyMD may with reasonably contemporaneous telephonic or email notice to Customer or Individual, suspend access to the Services or functionality of the RelyMD Platform, if RelyMD reasonably concludes that use of the RelyMD Platform by any party is contributing to denial of service attacks, spamming, or illegal activity, or that any party's use of the Services or RelyMD Platform is causing immediate, material and ongoing harm to RelyMD or others. In the extraordinary event that RelyMD suspends access to the Services or functionality of the RelyMD Platform, RelyMD will use commercially-reasonable efforts to limit the suspension to the offending portion of the Services or RelyMD Platform, while working to resolve the issues causing the suspension of Services or the functionality of RelyMD Platform. Customer and Individual agree that RelyMD shall not be liable to Customer, Individual, Users, Patients or Covered Persons nor to any third-party for any suspension of the Services or the functionality of RelyMD Platform under such circumstances as described in this Section, including, but not limited to, liabilities that may arise due to the terms of the SLA issued for the benefit of Customer.

**8.03 | Termination for Cause, Expiration.** Any Party may immediately terminate this Agreement and all Sales Order Forms issued hereunder, if applicable, in the event the other Party commits a material breach of any provision of any Agreement not otherwise cured within thirty (30) days of written notice from the non-breaching Party. Such notice by the non-breaching Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching Party a meaningful opportunity to cure such alleged breach and shall be sent to the alleged breaching Party at the address listed in the Agreement (or such other address that may be provided pursuant to the Agreement (hereinafter, "Notice"). Upon termination or expiration of any Agreement, neither the Customer, Individual, Affiliates nor Users shall have any rights to

continue use of the Services or to access the RelyMD Platform. If any Agreement is terminated by Customer or Individual for any reason other than a termination expressly permitted by the Agreement, then RelyMD shall be entitled to all of the fees due under the Agreement for the entire Term, for all of the Services, including, but not limited to, the Subscription Fees and all fees associated with the entire scope of the Professional Services contemplated therein, irrespective of whether or not the Term has expired, and irrespective of whether or not the Implementation or Integration of the RelyMD Platform has been fully-completed. If any Agreement is terminated as a result of RelyMD's breach of the Agreement, then Customer shall be entitled to a refund of the pro-rata portion of any Subscription Fees paid by Customer to RelyMD under the Agreement for the portion of the Term remaining after the termination, or for the portion of any of the Services which have not been completed as of the effective date of the termination.

**8.04 | Handling of Customer Data or Patient Data Upon Termination/Expiration.** Following expiration or termination of any Agreement, RelyMD may immediately deactivate the applicable Customer, Individual and/or User account(s) on the RelyMD Platform, and shall be entitled to delete such Customer, Individual and/or User account(s) from RelyMD's "live" site following a thirty (30) day waiting period. Customer and Individual further agree that RelyMD shall not be liable to Customer, to Individual nor to any third-party for any termination of Customer, Individual or User access to the RelyMD Platform or the Services, or deletion of Customer Data or Patient Data, provided that RelyMD is in compliance with the terms of this Section 7.04 and with the terms of Section 2.10 or 2.11.

### **9.0 | MODIFICATIONS; DISCONTINUATION OF THE SERVICES OR SUPPORT OF THE RELYMD PLATFORM OR THE RELYMD APPS.**

**9.01 Modifications to the Services or functionality of the RelyMD Platform or the RelyMD Apps.** RelyMD may, from time to time, make modifications to the Services, to particular components of the Services, or to the functionality of the RelyMD Platform or the RelyMD Apps, and will use commercially-reasonable efforts to notify Customer and Individual of any material modifications and the schedule related thereto. RelyMD shall not be liable to the Customer, Individual, Affiliate, User, Patient or Covered Person, or to any third-party, for any modification of the Services or to the functionality of the RelyMD Platform as described in this Section 9.01.

**9.02 Discontinuation of any of the Service(s).** RelyMD reserves the right to discontinue offering any of the Services at the conclusion of Customer's then-current Subscription Term for the Services, or subsequent to the provision of any Service to the Individual. RelyMD shall not be liable to Customer or Individual, nor to any third-party, for any discontinuation of the Services as described in this Section 9.02.

**9.03 Discontinuation of Support of the RelyMD Platform or the RelyMD Apps.** RelyMD reserves the right to discontinue offering support for the RelyMD Platform or the RelyMD Apps at any time upon the conclusion of Customer's then-current Term. RelyMD shall not be liable to Customer nor to any third-party for any effect that a discontinuation of support of the RelyMD Platform or the RelyMD Apps may have on Professional Services that may have been performed for the benefit of a Customer prior to the discontinuation of support. This Section 9.03 does not apply to, nor inure for the benefit of, any Individual.

**9.04 Change To Applicable Terms.** If RelyMD makes a material change to any applicable URL Terms,

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then RelyMD will attempt to notify Customer by either sending an email to the notification email address or posting a notice to the administrator in Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify RelyMD via an email sent to [legal@relymd.com](mailto:legal@relymd.com) within ten (10) days after receiving notice of the change. If Customer notifies RelyMD as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then-current Term for the affected Services. If the affected Services are renewed, even if the renewal is automatic in nature, the renewal will be renewed under RelyMD's then-current URL Terms. This Section 9.04 does not apply to, nor inure for the benefit of, any Individual.

**END OF THE *TERMS OF SERVICE***  
**(MASTER SERVICES AGREEMENT continues)**



**EXHIBIT 3**

***SERVICE LEVEL AGREEMENT (“SLA”)***

**1.0 | OVERVIEW.**

**1.01 | Terms of Service.** All terms set forth herein, including, but not limited to, capitalized reference terms, are governed and controlled by the RelyMD, LLC (“RelyMD”) *Terms of Service*, as updated and modified from time to time, the current version is attached at **Exhibit 1** to the *Managed Services Agreement (“MSA”)* which can be found at: <https://relymd.com/agreements/>

In the event that the Customer has negotiated *Terms of Service* in conjunction with a an MSA executed in writing by RelyMD and the Customer, the specific *Terms of Service* associated therewith shall apply for the benefit of the Customer.

**1.02 | Purpose.** The purpose of this Service Level Agreement [the “SLA-SaaS”] is to ensure that proper mechanisms are in place to provide high quality service and support to the Customers of RelyMD’S Software-as-a-Service [hereinafter, “SaaS” or “SaaS System”] suite, which includes the RelyMD Platform and the RelyMD Apps. This SLA-SaaS provides:

- 1.A description of the performance levels to be provided by RelyMD to Customers purchasing any component of the SaaS System pursuant to an MSA;
- 2.The responsibilities of RelyMD as a provider of the SaaS System;
- 3.The responsibilities of the Customer as a user of the SaaS System, or as an enabler of access to the SaaS System by Authorized Individuals, Users, Covered Persons or Providers;
- 4.The general levels of availability and maintenance associated with SaaS System;
- 5.The process for requesting support related to the SaaS System.

**1.03 | Scope.** RelyMD provides the SaaS System via either a Single-Tenancy or Multi-Tenancy basis for the purpose of integrating interconnected devices to enable the provision of Telemedicine Services. This scope of this SLA-SaaS is limited to the performance and support associated with the SaaS System. By definition, and in general, this SLA-SaaS is a mutual understanding, but not an agreement or enforceable contract. It is understood that while diligent effort will be made to fulfill the terms of this SLA-SaaS, there might be circumstances when the express terms of the SLA-SaaS will not be realized.

**1.04 | RelyMD’s Responsibilities.** RelyMD’s responsibilities and/or requirements in support of this SLA-SaaS include:

- 1.Adhering to the SaaS System availability and support levels;
- 2.Providing appropriate notification for scheduled maintenance of the SaaS System

**1.05 | Customer’s Responsibilities.** Customer’s responsibilities and/or requirements in support of this SLA-SaaS include:

- 1.Communicating specific service incidents and requests related to the SaaS System;
- 2.Providing availability and assistance when resolving a service incident or request related to the SaaS System;
- 3.Using commercially-reasonable efforts to prevent unauthorized access to or use of the SaaS System

**1.06 | Period of Performance.** This SLA-SaaS becomes effective upon acceptance by RelyMD, and upon

execution of the associated MSA by Authorized Individuals associated with both RelyMD and the Customer. This SLA-SaaS will remain in effect unless and until amended, replaced, or terminated within the express terms of a written document signed by an Authorized Individual of both RelyMD and the Customer, or by termination in accordance with the express terms of the MSA.

**2.0 | SOFTWARE-AS-A-SERVICE DETAIL.**

**2.01 | Availability Commitment.** The SaaS System is intended to be accessible twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year. RelyMD commits to having the SaaS System available for the Customer’s use no less than 99.9% of the time, except for unavailability due to: (a) planned maintenance and updates (as described below); (b) Customer applications and operating systems; (c) acts or omissions of the Customer or any Authorized Individual, User or Covered Person granted access to the SaaS System by the Customer or for the benefit of the Customer; or, (d) circumstances beyond RelyMD’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving RelyMD’s employees or contractors), or internet service provider failures or delays.

**2.02 | Availability Commitment Process.** If RelyMD determines in its reasonable commercial judgment that the SaaS System, including the RelyMD Platform and RelyMD Apps, for which the Customer has paid a Subscription Fee to access, is unavailable due an outage caused solely by the failure of a system managed exclusively by or for the benefit of RelyMD, that outage will be used to calculate the “SaaS System Availability %” (or “SSA”). The SSA is calculated by using the “Actual Number of Hours” that the SaaS System is available for access by the Customer, any Authorized Individual, User or Covered Person during any calendar month as the numerator <sup>-1</sup>, divided by the total number of hours in the month of outage (the “Total Hours in Month”) as the denominator. If, as a result of a failure by RelyMD to meet the commitment to RelyMD’s Responsibilities as described herein, the SSA falls below a target set forth herein (the “SaaS System Performance Target,” or “SSPT”), the Customer may be entitled to a pro-rated refund (the “SaaS System Commitment Remedy,” or “SSCR”) of a portion of the Subscription Fee.

**2.03 | Availability Commitment Remedy.** If RelyMD determines that the SaaS System does not attain an SSPT of ninety-nine and 9/10ths percent (99.90%) of uptime in any given calendar month, RelyMD, upon the Customer’s written request, will provide the Customer with an SSCR applied to the Customer’s account. The SSCR shall be calculated by: (i) taking the monthly SaaS Subscription Fee (the “MSF”); or, (ii) if the SaaS Subscription Fee is stated in an annualized amount, dividing the annualized SaaS System Subscription Fee by twelve (12) to arrive at the MSF; and, (iii) multiplying the MSF determined under either subsection (i) or subsection (ii) by a factor equal to the value obtained by subtracting the SSPT by the SSA. By way of an example, assume the following facts:

Month of Calculation = May @ 31 Days or 744 Hours of Operation <sup>2</sup>  
Actual Hours of Operation = 720  
SSPT = 99.90% or .9990

<sup>1</sup> Planned outages of the SaaS System for maintenance or other commercially-reasonable purposes (as further described in Section 2.8 herein) do not serve to decrease the “Actual Number of Hours” used as the numerator.

<sup>2</sup> 31 Days in May x 24 Hours per Day = 744 Hours of Operation

SSA = 720/744 = 96.77% or .9677

SSPT minus SSA = .9990 - .9677 = .0223

MSF = \$1,000.00

SSCR = \$1,000.00 x (.9990 - .9677) = \$1,000.00 x (.0223) = \$22.30

Customer must request the SSCR via email at support@relymd.com within ten (10) business days after the close of the calendar month for which the SSCR is sought.

**2.04 Support Requests.** In the event that the Customer feels that there is an outage of the SaaS System that may qualify for an SSCR, or if the Customer has technical issues with the SaaS System, Customer may make a support request using the following:

Phone: (855) 955-0948

Email: support@relymd.com

**2.05 | Support Hours.** With the exception of federal holidays, RelyMD's support staff will be available to respond to non-urgent outage incidents and support requests during the following times:

Phone: Monday-Friday | 8:00 am - 6:00 pm | Eastern Standard Time

Email: Monday-Friday | 8:00 am - 6:00 pm | Eastern Standard Time

RelyMD provides electronic monitoring with alerts twenty (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year; with staff "on-call" to respond to issues outside of the days and hours listed above.

**2.06 | Target Response Time.** RelyMD's support team strives to respond to all support requests, regardless of severity, within one (1) to two (2) hours of receiving notice (if notice is received during the support hours set forth in Section 2.5 above). Response time is defined as the time between receipt of the support request and the time that a RelyMD support team member begins working on the request. Due to the diversity of issues that might occur, and the methods needed to resolve them, response time is not defined as the time between the receipt of the request and problem resolution. Under all circumstances, the Customer's timely cooperation with the RelyMD support team will be a determinant of how quickly RelyMD can achieve problem resolution.

**2.07 | Systems Supported.** Relevant systems, browsers, and applications supported by RelyMD relative to the use of the SaaS System include:

Mobile OS:

1. Android versions 5.0 and above; and
2. iOS versions 8.0 and above

Browsers:

1. Chrome version 45.0 and above;
2. Firefox version 71.0 and above;
3. Edge version 41 and above.

**2.08 | Maintenance and Service Updates.** All SaaS Systems, along with any related components such as Third-Party Applications, require regularly-scheduled maintenance updates to meet established performance levels. Maintenance update activities will render the SaaS System, or certain components thereof, unavailable for normal use. Maintenance update activities typically occur bi-monthly. To the extent practicable, and whenever commercially-reasonable to do so, RelyMD will be schedule maintenance update activities during the weekend hours from 8:00 pm Eastern Standard Time on Friday, to 6:00 am Eastern Standard Time on Monday, in an effort to minimize service disruptions. RelyMD will attempt, but shall not be required, to make commercially-reasonable efforts to notify Customers, Authorized Individuals, Users and Covered Persons at least three (3) business days in advance of all planned downtime due to maintenance update activities via the <https://relymd.com/> website, or via push notification to the home pages of the RelyMD Platform and RelyMD Apps.

**2.09 | Information Security.** RelyMD maintains appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data and Client Data. The RelyMD **Information Security Program** includes business continuity planning, employee awareness, incident response, vendor monitoring, information security risk management, device monitoring, and vulnerability patching. In order to learn more about specific aspects of the RelyMD **Information Security Program**, please contact [infosecurity@relymd.com](mailto:infosecurity@relymd.com).

**END OF SERVICE LEVEL AGREEMENT**  
**END OF THE MASTER SERVICES AGREEMENT**