

PatientStudio Subscription Services Agreement

1. **Definitions.** Certain capitalized terms not otherwise defined in this Agreement have the meaning set forth or cross-referenced in this Section 1.
 - a. Application Documentation means only the technical specifications, knowledge database information, training documents and/or related documentation that PatientStudio makes generally available to its customers or the users of the Services, and that describe the features, functions and operation of the Services.
 - b. Application IP means all technologies (including software) and all Intellectual Property Rights incorporated in or reading on (i) any Product and (ii) the Application Documentation, including any update or upgrade to the foregoing delivered during the Term.
 - c. Authorized User means, collectively, any individual employees, agents, or contractors of Member accessing or using the Products, under rights granted to Member pursuant to this Agreement.
 - d. Confidential Information means all proprietary and confidential information and materials of either Party and will include, without limitation, information relating to a Party's business and marketing plans and processes, rates, fees and other terms of pricing of the Services, customers, software, and technology, or quality of performance of the Services. Confidential Information will not include information (i) already known or independently developed by the recipient, (ii) in the public domain through no wrongful act of the recipient, or (iii) received by the recipient from a third party who was authorized to disclose it. Member's Confidential Information will include "Personally Identifiable Information" about Member and its Authorized Users.
 - e. Intellectual Property Rights means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.
 - f. Member means the customer or entity that enters into this Agreement with PatientStudio to allow the Authorized Users access or use the Products.
 - g. Member Data means Member's (or its patients') data collected, used, processed, stored, or generated through or as the result of the use of the Services.
 - h. Personally Identifiable Information means information that personally identifies a person or entity, including, without limitation, an individual's social security number or other government-issued identification number, date of birth, address, or an individual's name in combination with any other of the elements listed herein.
 - i. Product means the software applications made available by PatientStudio that may be separately ordered by Member as part of the Services, and which (unless otherwise

specified by PatientStudio) will be made available on a Software-as-a-Service (“SaaS”) basis.

- j. Services means, collectively, the Products and any related remote or in-person training, and other professional services that may be delivered in conjunction with or in addition to a Product.

2. Product Access, Use, and Maintenance.

- a. Access. PatientStudio shall provide to Member the Services. Certain product subscriptions include the right to certain upgrades, releases, and updates (major and minor) in line with PatientStudio’s policies, and all of the foregoing are delivered subject to the terms and conditions of the Agreement. PatientStudio, from time to time, may modify, upgrade or otherwise change the manner in which the Services are provided (including but not limited to, Product features, or operating environment).
- b. Orders for Additional Products. Member may order additional Products made available by PatientStudio at any time by submitting sales orders to PatientStudio for such Products. Should such sales orders be accepted by PatientStudio, the additional Products provided shall be deemed part of the Services provided pursuant to this Agreement. PatientStudio shall enable access to such additional Products within a commercially reasonable time after acceptance of such sales order(s).
- c. Permitted Use. Subject to the terms and conditions of this Agreement (including, e.g., payment of fees and the usage restrictions below), PatientStudio hereby grants Member a non-exclusive, non-transferable, non-sub-licensable right to access the features and functions of the Services during the Term. The foregoing license is granted solely for use by Authorized Users in accordance with the terms and conditions herein and in the applicable exhibit(s); and solely for use in the operation of Member’s business.
- d. Restrictions on Use. Member will not, and will not permit any Authorized Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of PatientStudio; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) use the Services in violation of this Agreement; (vi) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) assign, sub-license, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Member’s limited license rights to use the Products; or (viii) access the Product to build a competitive product or service, or copy any ideas, features, functions, or graphics of the Product.
- e. Protection; Retained Rights; Ownership. Member acknowledges that PatientStudio and its licensors own all Intellectual Property Rights in and to the Services (including all components

thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. PatientStudio reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair PatientStudio's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to PatientStudio. Member further acknowledges that PatientStudio retains the right to use the foregoing for any purpose in PatientStudio's sole discretion.

- f. **Authorized Users.** Any act or omission by an Authorized User that, if done by Member, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Member. Failure of any Authorized User to comply with this Article 2 may be a breach of the Agreement and may result in, among other things, the termination of the Agreement and/or the denial of access to one or more of the Products. Member and its Authorized Users shall keep their respective login IDs, passwords and other account details (collectively, "User Credentials") confidential, and shall not share them with anyone else. Member shall promptly notify PatientStudio if it, or any of its Authorized Users, learns of or believes that any loss, theft, or unauthorized use of User Credentials, or any breach of the security of the Products. PatientStudio cannot and will not be liable for any loss or damage arising from any unauthorized access or use of User Credentials.
- g. **Specific Member Covenants.**
 - i. **Unlawful or Unacceptable Use.** Member shall not upload, transmit or post any material, or engage in any other use of the Products, that violates any law, rule or regulation, defames or libels any other person or entity, infringes any other person's or entity's rights, including, without limitation, any Intellectual Property Rights or privacy rights, or otherwise could impose civil or criminal liability. PatientStudio reserves the right to notify any governmental entity, law enforcement authority, or any other party that it deems appropriate in its sole discretion, of any such activity. Uploading, posting or transmitting any content that infringes any patent, trademark, trade secret, copyright, publicity or proprietary right of any person or entity will be grounds for immediate termination of the Services or other corrective action. PatientStudio reserves the right, but does not assume any obligation, to determine in its sole discretion what is and is not acceptable content in connection with the Products, to limit placement of any content in a database or on any other area provided in connection with the Services, to use commercially reasonable efforts to remove, alter or block access to any offensive, objectionable, or unacceptable content immediately and without prior notice, to determine in its sole discretion what is and is not an appropriate conduct and use of any of the Products, and to cease providing or bar access to any or all of the Products to any user at any time, for any reason or for no reason, without prior notice. PatientStudio reserves the right, but does not assume any obligation, to monitor and investigate complaints regarding any of the foregoing, and Member agrees to grant PatientStudio access to Member's account at any time without notice, and to cooperate fully with PatientStudio in providing access and information as may be requested at any time and

from time to time. Member agrees that any reservation of rights by PatientStudio imposes no obligation of any kind on PatientStudio to take any of the foregoing actions.

- ii. Unauthorized Access. Member shall not access, or attempt to access, another person's or entity's accounts without proper authorization to do so, or attempt to disrupt or interfere with the Products in any manner.
- iii. Connectivity. Member is solely responsible for all telecommunication or Internet connections required to access the Products, as well as all hardware and software at its facilities needed to access the Products.
- iv. Compliance with Laws and Export. In connection with Member's access to and use of the Products, Member is responsible for complying with all applicable laws, regulations and policies of all relevant jurisdictions, including all laws governing text-messaging including, but not limited to, the CAN-SPAM Act of 2003 ("CAN-SPAM") or the Telephone Consumer Protection Act. 47 U.S.C. § 227, et. seq ("TCPA"), or when using the Products that involve text messages, telephone messages or email messages, Member agrees that it is the sole or designated "sender" as defined by CAN-SPAM or TCPA and Member shall only communicate with individuals from whom Member has the legally required consent. Without limiting the foregoing, Member agrees that it will not use the Products for any unlawful purpose, and Member will not export, directly or indirectly, the Products to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval.
- v. Other Activities. Member shall not engage in any other activity in its use of the Services that PatientStudio determines in its sole discretion may be harmful to other Users or the Services.

3. Data

- h. Data Ownership. PatientStudio agrees that Member Data (which shall also be known and treated by PatientStudio as Confidential Information) is the exclusive property of Member. Member Data is and shall remain the sole and exclusive property of Member and all right, title, and interest in the same is reserved by Member (subject to the limited license granted above, and without limiting PatientStudio's rights to Aggregated Statistics (as defined below)).
- i. Data Aggregation. Notwithstanding anything else in this Agreement or otherwise, PatientStudio may monitor Member's use of the Services and may use data and information related to such use, and Member Data in an aggregate manner, including to compile statistical, performance, and benchmarking information related to the provision and operation of the Products ("Aggregated Statistics"). As between PatientStudio and Member, all right, title, and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by PatientStudio. Member acknowledges that PatientStudio will be compiling Aggregated Statistics based on Member Data input into the Services and Member agrees that PatientStudio may (a) make such Aggregated Statistics available to third parties in an anonymous manner, and (b) use such information to the extent and manner permitted by applicable law or regulation including for purposes of data gathering, analysis and service enhancement, provided that such data and information will be used in accordance with PatientStudio's privacy policies and confidentiality terms of this Agreement. Aggregated Statistics may be used for the purposes

above, and to improve Member's clinical outcomes and to establish the efficacy of Member's Services. PatientStudio will never sell Member Data to third parties for marketing purposes.

- j. Grants. Member (on its own behalf and on behalf of its Authorized Users) grants PatientStudio the right to use the Member Data as necessary to perform its obligations under this Agreement. PatientStudio's use of protected health information contained in the Member Data is also subject to the Business Associate Agreement Exhibit. Notwithstanding the foregoing, PatientStudio may use Member Data to analyze use of the Products, improve the Products and identify trends and best practices related to the Products; and to create Aggregated Statistics (as defined in Section 4). Member and its Authorized Users shall ensure they have obtained all rights, consents and authorizations necessary to license the Member Data to PatientStudio as set forth herein.

4. Services.

- a. Billing and other Professional Services. If separately agreed by the Parties pursuant to a separate statement of work (SOW), PatientStudio may provide certain services in the way of Billing, e.g., Claim submission, posting, denial management, prior authorizations and collections (collectively, "Billing Services"). All such Services shall be separately negotiated in a statement of work referencing this Agreement between the Parties. Member acknowledges and agrees that PatientStudio is under no obligation to provide such Services, unless separately agreed in writing executed by an authorized representative of PatientStudio.

5. Payment for Services.

- a. Payment. Member will pay all fees specified (the "Fees"). Member will provide PatientStudio with valid and updated credit card information or ACH information and will authorize PatientStudio to charge such credit card or authorize such ACH for all Products listed in the Order Form for the Initial Term and any renewal terms as set forth in Section 6 below. Unless otherwise stated in the order or signup form, such charges for subscription fees shall be made in advance monthly or elect for automatic withdrawal. Member is responsible for providing complete and accurate billing and contact information to PatientStudio and notifying PatientStudio of any changes to such information. PatientStudio may increase the Fees at its election by providing advance notice of such change (which may be delivered electronically).
- b. Taxes. PatientStudio shall invoice Member for applicable sales, use and similar taxes on services fees and charges sourced to States where PatientStudio has nexus, as determined by PatientStudio in its sole discretion. Member agrees to promptly pay such taxes when invoiced by PatientStudio. Notwithstanding the foregoing, Member shall be solely responsible for the timely payment of all sales, use and similar taxes not invoiced by PatientStudio that are attributable to PatientStudio's service fees and charges, including any interest, penalties and other costs incurred as a result of Member's non-compliance or delay with the performance of Member's obligations described in this sentence.
- c. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and three percent (3%) per month or the maximum rate permitted by applicable law, whichever is less, from due date until paid.

6. Term and Termination.

- a. Term of Agreement. Unless otherwise provided in the order or signup form, the initial term of this Agreement will commence on the Effective Date and will continue for an initial term of one (1) month (the “Initial Term”). Unless earlier terminated in accordance with this Section 6, this Agreement will automatically renew for periods equal to the Initial Term (each a “Renewal Term”), unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (collectively, the “Term”). Similarly, if Member desires to make any reductions to the scope of this Agreement (e.g., number of users, or scope of the Services), Member must provide written notice to PatientStudio at least thirty (30) days prior to the expiration of the then-current term.
- b. Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, sufficiently describing the nature of the breach. The Party receiving such notice shall have a right to cure such breach within thirty (30) days of receipt of such notice. If the breaching Party has not cured such breach or is not diligently pursuing a cure, the non-breaching Party may terminate this Agreement as of the date specified in such notice.
- c. Termination Upon Bankruptcy or Insolvency. Each Party agrees to notify the other within five (5) business days if it files for bankruptcy, bankruptcy protection or reorganization or is the subject of a bankruptcy filing by a creditor. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party’s creditors.
- d. Effect of Termination. Upon any termination of this Agreement, (i) Member will immediately discontinue all use of the Services, the Application Documentation, and any PatientStudio Confidential Information; (ii) promptly pay to PatientStudio all amounts due and payable to the other Party hereunder. Following the termination of this Agreement, at the Member’s written request, PatientStudio shall provide Member with a final extract of the Member Data. Member is entitled to a single (1) no charge extract. Member is responsible for a five hundred dollars (\$500) fee for each additional extract.
- e. Survival. Following termination, the provisions of the following sections shall survive: Retained Rights, Ownership, Third Party Products, Effect of Termination, Usage Restrictions, Confidentiality, Indemnification, Disclaimers and Limitations of Liability, Data Ownership, Survival, Arbitration, and General.

7. Confidentiality. Member agrees to provide true, accurate and complete information about itself and its Authorized Users of the Services. All Confidential Information of either Party will be held in confidence by the other Party. PatientStudio will not, nor knowingly permit others to release Personally Identifiable Information without the written consent of Member. Neither Party will use (for itself or for any third party) or disclose, nor permit any other person or entity under its control to use or disclose any

Confidential Information, except (A) to employees, agents, third party contractors, or representatives of the recipient who have a “need to know” the information and are subject to an obligation of confidentiality at least as restrictive as the restrictions contained in this Confidentiality section, (B) if required by law or legal process, (C) to enforce this Agreement, (D) to respond to claims that any content violates the rights of third parties, or (E) to protect the rights, property, or personal safety of the Parties, users of the Services or members of the public. Each Party will promptly notify the other Party if it receives a request for the other party’s Confidential Information (unless notice is prohibited by law), and will reasonably cooperate with the other Party’s efforts to seek protection from disclosure. Upon termination of this Agreement, the provisions of this Confidentiality section will survive for a period of three (3) years from the termination date, and each Party will either return to the other Party all Confidential Information of the other Party in its possession or control, or, at the other Party’s request, destroy any such Confidential Information. Notwithstanding the above, the obligations of confidentiality pertaining to trade secrets shall continue indefinitely.

8. Termination – Fraud or Unlawful Activity. If the stated cause of breach is an allegation of fraudulent or criminal activity on the part of the breaching party, the termination shall take effect immediately (in addition to other remedies available).

9. Third Party Products; Third Party Data. Member acknowledges and agrees that third party products, if any, which are [provided with or incorporated] as part of the Services (and/or the Application IP) (the “Third Party Products”) are additionally subject to the applicable flow through provisions. Notwithstanding anything to the contrary in this Agreement, the use of Third Party Products is at all times subject to the terms and conditions of the Third Party Products’ agreements if made available to Member. PatientStudio makes no representation or warranties of any kind with respect to Third Party Products.

10. Warranty Disclaimers. THE SERVICES AND ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS PROVIDED ON AN “AS IS” BASIS. WHILE PatientStudio WILL EXERCISE ITS COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES, PatientStudio DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES. PatientStudio DOES NOT WARRANT OR GUARANTEE THE INTEGRITY OF THE SERVICES OR OF THE CONTENT, INFORMATION OR DATA TRANSMITTED THROUGH OR CONTAINED WITHIN ANY PORTION OF THE SERVICES. NEITHER PatientStudio NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES PROMISES, REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Limitations of Liability. EXCEPT IN THE EVENT OF A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS, OR OBLIGATIONS UNDER SECTION 2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE

OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

12. Indemnification. Member agrees to indemnify and hold PatientStudio (as well as its parents, subsidiaries, affiliates, officers, members, shareholders, employees, agents and representatives) harmless from any and all third-party claims, liability and expenses (including without limitation, reasonable attorneys' fees) arising out of or related to (i) Member's use of the Services (unless the claim directly relates to PatientStudio's misconduct), and/or (ii) any claim arising out of content posted or transmitted by any person or entity associated with or authorized by Member (other than PatientStudio) through the use of the Services. PatientStudio reserves the right, to select counsel of its own choosing for and otherwise to control its own defense, of any matter subject to indemnification by Member, which shall not excuse Member's indemnity obligations. Member will not settle any third-party claim against PatientStudio unless such settlement completely and forever releases PatientStudio from all liability with respect to such claim or unless PatientStudio consents to such settlement.

13. Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, zero day attacks, nuclear or electromagnetic pulse, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

14. Governing Law. This Agreement and all disputes arising under or related to it shall be governed by the laws of the State of Virginia, without regard to choice of law principles that would allow the application of another State's law.

The following terms also apply if Member orders PatientStudio Billing:

1. Member Responsibilities

- a. **Documentation.** Member shall: (a) be responsible for providing all documentation and information necessary to file a complete and accurate claim to a payer or responsible party for payment; (b) provide only information, diagnoses and codes which are fully supported in the patient medical record; (c) submit only those claims for payment which represent services actually performed; and (d) document patient care within a PatientStudio EMR system. Documentation includes but is not limited to charges for services, written or electronic correspondences from any payer or responsible party, records of payer and responsible party

payments and other records identified by PatientStudio as required to manage Member's accounts. Member acknowledges and agrees that Member is responsible for the accuracy of all information provided to PatientStudio, and PatientStudio is entitled to rely on information (e.g., patient information, payor instructions, credentials) and instructions Member provides. Member hereby certifies that the information provided to support each claim billed by Member shall be accurate and complete. Member agrees to indemnify and hold PatientStudio harmless against any liability for relying upon and using information Member provides and for following instructions Member provides related to billing for Member's services.

- b. **Authority and Accuracy of Enrollment.** Member has the legal authority to submit bills under the provider numbers, tax identification numbers, or any other billing credentials or instructions that Member provides. Member agrees to appropriately maintain and update enrollment information with all payers, including taking all necessary actions in the event of changes in ownership or control. Member shall be solely and exclusively responsible for ensuring it has the appropriate authority to bill under the credentials, such as tax identification numbers.
- c. **Policies, Regulations and Governing Rules.** The parties understand and acknowledge that both private and governmental payers and insurers make frequent changes in their policies, rules, regulations and statutes which can occur during the term of this Agreement and which may materially affect whether and how claims for reimbursement must be documented, coded and submitted. Member agrees to promptly provide to PatientStudio copies of any notices, including but not limited to, carrier bulletins, fraud alerts, industry publications, legal advice and the like it receives which relate to Member's methods or policies for the delivery of clinical services, documentation, coding or billing or which otherwise relates to parties' duties under this Agreement.

2. Billing Service – PatientStudio Billing

- a. **Software Services.** PatientStudio shall perform the following services: (a) assure that it is operating the most current version of PatientStudio Billing applicable to Member, (b) provide for clearinghouse and payer connections, (c) provide claims formatting and electronic submission of claims.
- b. **Services not Provided.** **Unless otherwise written in a separate Statement of Work (SOW),** PatientStudio is specifically not providing any service not specifically described above, including but not limited to: (a) practice and therapist payer credentialing, (b) negotiating and maintenance of payer contracts, (c) data entry of patient demographics, payer and responsible party information as is necessary to produce clean claims, (d) charge entry or charge capture through system interface from a third party vendor not agreed to by the parties, (e) management of denied claims, (f) filing and management of worker compensation and personal injury liens or letters of protection, (g) collections of accounts receivable, (h) posting of payments to patient accounts, (i) patient and Member financial management, and (j) printing and mailing of ad hoc (on-demand) patient statements and paper claims.