

PX TECHNOLOGY STANDARD TERMS AND CONDITIONS

Effective as of November 1, 2024

These PX Technology Terms and Conditions ("Terms") are incorporated into and shall apply to any customer order form or similar document related to the products and services described in these terms ("Customer Order Form") executed by and between and PX Technology, LLC ("PX Technology") and the customer identified in the Customer Order Form ("Customer"). Collectively, the Customer Order Form and these Terms shall be referred to herein as this "Agreement". The Customer and PX Technology are individually referred to herein as a "Party" and collectively referred to as the "Parties." These Terms, and the Agreement more generally, constitute a legally binding agreement between the Customer and PX Technology and govern Customer's use of the PX Technology Software, Hardware, and the PX Connect System (as those terms are defined below). If Customer does not agree to any part of the Agreement, then Customer is not authorized to access or use the Software, Hardware and/or the PX Connect System. Any Customer who accesses or uses the Software, Hardware and/or the PX Connect System agrees to be fully bound by these Terms, regardless of whether or not a Customer Order Form has been executed. Except where expressly stated otherwise in a Customer Order Form, the event of any conflict between a Customer Order Form and these Terms, the terms and provisions of these Terms shall control.

1. PX Connect Software, Hardware and Support Services

- (a) PX Connect System. The PX Connect System (as that term is defined below) is a secure physician network utilizing technology to automate clinical workflow. Subject to the terms of this Agreement, PX Technology agrees to lease and license, respectively, to Customer, and Customer agrees to lease and license, respectively, from PX Technology: (i) the tablets to be placed in each exam room or other locations at Customer's sites as mutually agreed by PX Technology and Customer and any other hardware of PX Technology provided to Customer (collectively, the "Hardware"), and (ii) the PX Connect software and any other software of PX Technology including but not limited to PX Consent, PX ePA, and the PX Connect Portal (collectively, the "Software"). The Hardware and the Software shall be referred to herein collectively as the "PX Connect System". PX Technology shall provide, own and control the Hardware that will be placed at Customer's location.
- (b) License. PX Technology hereby grants to Customer, subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-transferable license to use the Software for the term of this Agreement, subject to the terms and conditions of this Agreement. The Software may only be used by Customer for its own business purposes and the tablet component of the Software may only be used on the Hardware supplied by PX Technology. The scope of the Software license shall not exceed the scope of use expressly described in this Agreement. This license shall automatically terminate upon the termination of the applicable Customer Order Form or the termination of this Agreement.
- (c) Modifications to the PX Connect System. PX Technology may update or change the features of the PX Connect System from time to time, in its reasonable discretion, without notice, at PX Technology's cost. Customer acknowledges and agrees that PX Technology may make such updates or changes to the PX Connect System and agrees to reasonably cooperate with PX Technology in connection with such updates and/or changes.
- (d) License Restrictions. The PX Connect System is for Customer's internal use only. Customer shall not cause or permit modification, reverse engineering, disassembly, de-compilation, or make any attempt to discover the source code of or attempt to duplicate or imitate the PX Connect System. Customer will not alter or impair any acknowledgment of copyright or other intellectual property rights of PX Technology that may appear in the PX Connect System. Customer shall not and shall not permit any user, individual, entity, or other party to (i) copy, distribute, assign, sublicense or resell the PX Connect System or any part thereof, (ii) rent, lease or loan the PX Connect System or any part thereof or (iii) use the PX Connect System or any part thereof for commercial time-sharing or service bureau use or to provide data processing services for others.

- (e) PX Connect Ownership. PX Technology has developed the PX Connect System and retains all right, title, and interest to the PX Connect System, including any and all intellectual property rights therein, rights to any enhancements and/or upgrades thereto, regardless of whether such enhancements and/or upgrades are developed by PX Technology, Customer, or any third-party. Title to the Hardware, the Software, and/or the PX Connect System or any part thereof shall not pass to Customer or to any other third-party by virtue of this Agreement. Customer further agrees that the underlying ideas, algorithms, concepts, procedures, processes, principles, know-how and methods of operations of the Software and the PX Connect System are confidential and constitute trade secrets of PX Technology and that Customer does not and will not own any right, title or interest therein.
- (f) No Transfer of Rights. Customer may not assign or otherwise transfer any right under this Agreement to any third-party without PX Technology's prior written consent.
- (g) Training and Maintenance. PX Technology will provide on-site or web-based training reasonably necessary for Customer to operate the PX Connect System and Customer agrees to commit personnel time for such training. Travel required for on-site training shall be billed to Customer separately, upon prior approval by Customer. PX Technology shall perform service to keep the PX Connect System in good working order, as solely determined by PX Technology. In the event the PX Connect System shall for any reason become disabled, Customer will advise PX Technology of the disability as soon as possible. Customer shall not make any repairs or adjustments to the PX Connect System without PX Technology's prior written consent. PX Technology will provide a support number that may be called for service. **Customer acknowledges and agrees that this Agreement does not assure uninterrupted service of the PX Connect System.**
- (h) Customer Security Responsibilities. Customer is responsible for the security of the PX Connect System, including the Hardware, while it is located in Customer's facility. Customer shall maintain the PX Connect System in a secure physical environment, which shall at a minimum comply with the HIPAA Security Rule (45 C.F.R. Part 164 Subpart C *et seq.*).
- (i) Limited Warranty. PX Technology represents and warrants that it has all necessary legal rights and authority to allow Customer to use the PX Connect System. With respect to the PX Connect System, PX Technology agrees to provide Customer with indemnity and defense against any claims that the PX Connect System infringes on any U.S. copyright, provided that Customer promptly notifies PX Technology and that PX Technology shall have sole control over the defense and settlement of all such claims. Further, in the event of any such claim, PX Technology may at its sole discretion, enable Customer to continue to use the PX Connect System or to modify or replace any infringing material to make it non-infringing. If PX Technology determines that none of these alternatives is reasonably available, Customer shall, upon written request from PX Technology, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This section shall not apply to the extent the alleged infringement arises, in whole or in part, from: (i) modification of the PX Connect System by Customer; (ii) combination, operation or use of the PX Connect System with other services or materials not provided by PX Technology, if such infringement would have been avoided by use of the PX Connect System alone. Customer agrees that the indemnity and defense provided for in this section shall be PX Technology's sole liability to Customer and Customer's sole recourse in the event of an applicable claim.
- (i) Representations and Acknowledgments of Customer.
 - (1) Unsupported Forms. For all pharmaceutical programs contained in the PX Connect System in which the drug enrollment forms are not provided by the manufacturer of the applicable pharmaceutical ("Unsupported Forms"), Customer represents and warrants to PX Technology that Customer has the full right and power to use such Unsupported Forms in the manner in which they are used in PX Connect. Customer further represents and warrants that Customer will be the party using the Unsupported Forms in PX Connect and that Customer is merely contracting with PX Technology and using PX Connect to use the Unsupported Forms in a more efficient manner. If Customer's rights and power to use any of the Unsupported Forms changes in the

future, Customer agrees to immediately notify PX Technology in writing to use the Unsupported Forms

- (2) Electronic Prior Authorization. For all programs contained in the PX Connect System involving electronic prior authorization, including, but not limited to, PX ePA, Customer acknowledges and agrees that: (i) INFINX is the party performing and submitting the electronic prior authorizations; (ii) PX Technology is merely delivering information received from Customer to INFINX to Customer; and (iii) PX Technology is not liable in any manner for, and disclaims any and all liability arising from, any actions, omissions, mistakes, negligence or other fault of INFINX or for any mistakes or negligence in the information provided by Customer to PX Technology. To the extent Customer uses and accesses the INFINX services via the PX Connect System, Customer agrees that Customer has fully read, accepts, and is bound by the INFINX terms and conditions which are located at the following link: <https://www.infinx.com/SAAS-TERMS>).

2. Data

- (a) Data. Customer acknowledges and agrees that the data captured through the Customer's access and/or utilization of the Software, the Hardware, and/or the PX Connect System (the "Data") will include data and/or information regarding physicians, patients, drug utilizations, and other Protected Health Information ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). PX Technology and Customer shall use and disclose the Data in compliance with the requirements of all applicable laws including HIPAA. Customer acknowledges that the Data in the Software, Hardware, and/or the PX Connect System has been received by PX Technology from Customer, payers and/or other third-party sources. PX TECHNOLOGY DOES NOT ASSUME ANY RESPONSIBILITY OR WARRANT, GUARANTEE, OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. CUSTOMER'S RELIANCE UPON THE DATA IS SOLELY AT CUSTOMER'S OWN DISCRETION AND RISK. PX TECHNOLOGY IS NOT RESPONSIBLE OR LIABLE FOR, AND HEREBY FULLY DISCLAIMS TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW ANY LIABILITY ARISING FROM, ANY ERRORS, DAMAGES OR INJURY RELATING TO INACCURACIES OF THE DATA OR INACCURACIES OF INFORMATION SUPPLIED BY CUSTOMER OR OTHER THIRD-PARTY SOURCES.
- (i) Data Rights. Customer warrants that it has all applicable rights and licenses to grant PX Technology the rights to use the Data in accordance with the terms of this Agreement. Customer warrants that Customer is not restricted from providing such Data to PX Technology or using such Data in the Software, Hardware, and/or the PX Connect System for any reason whatsoever, including, but not limited to, any restriction resulting from an agreement or contract between Customer and any other entity or individual, a restrictive agreement or covenant, any law, and/or any individual's withheld authorization (where authorization is required by law). For purposes of clarity, Data is limited to data that is (a) generated by the Software and/or the PX Connect System, (b) input into the Software, Hardware, and/or the PX Connect System, or (c) interfaced with the Software, Hardware, and/or the PX connect System. PX Technology agrees that it acquires no title or rights to the Data, as a result of this Agreement.
- (ii) Business Associate Agreement. In order to comply with HIPAA, and for the limited purposes of providing services to Customer, Customer, **as a covered entity**, and PX Technology, **as a business associate**, shall execute a Business Associate Agreement. Unless Customer and PX Technology execute a separate Business Associate Agreement, the Parties acknowledge and agree that the terms and provisions of the Business Associate Agreement attached hereto as Exhibit A shall apply on the effective date of any applicable Customer Order Form. This notwithstanding, if the Parties have separately executed a Business Associate Agreement prior to the Parties entering into the applicable Customer Order Form, then such previously executed Business Associate Agreement shall apply.

- (iii) Data Security. PX Technology agrees to maintain cyber insurance (or the equivalent insurance provisions), which covers network security and privacy related liability, with limits of at least \$1,000,000 per claim and \$1,000,000 in the annual aggregate.
- (iv) License to PX Technology. Customer hereby grants to PX Technology a limited, non-transferable, non-exclusive, royalty-free right and license (i) to use and copy the Data, during the term of this Agreement, as necessary in connection with performing the Services; and, (ii) subject in all cases to applicable law, to use and de-identify Customer Data for purposes of internal product tracking, reporting, and making improvements to the PX Connect System. To the extent Data constitutes PHI as defined by HIPAA, de-identification will conform to the requirements of 45 C.F.R. § 164.514(b). PX Technology agrees that (i) no title to the Data shall pass to PX Technology under this Agreement; and (ii) no portion of the Data may be used, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of CareMetx, its employees or agents, except as necessary for the performance of services or otherwise expressly provided in this Agreement.---

3. Fees and Payment Terms

- (a) Fees. The fees, pricing, and payment terms for this Agreement are set forth in the applicable Customer Order Form. Customer agrees to pay all such fees set forth in the Customer Order Form or in any attachment or addendum to the Customer Order Form. During the Initial Term and any Renewal Term of this Agreement (each as defined below), the Parties acknowledge and agree that PX Technology may increase the fees and/or pricing up to 5% annually. If PX Technology increases its fees more than 5% annually, Customer shall have the right to terminate any applicable Customer Order Form and/or this Agreement by providing written notice of termination to PX Technology within thirty (30) days of receiving notice of such fee increase. If the Customer fails to provide such written notice of termination within fifteen (15) days of receipt of notice, Customer waives the right to terminate any Customer Order Form and/or this Agreement due to a fee increase.
- (b) Payment Terms. Full payment is due to PX Technology net thirty (30) days from the date of each invoice. PX Technology may terminate a Customer Order Form and/or this Agreement pursuant to Section 4(b) below if payment is not timely made. Any undisputed amounts which are not paid when due shall bear interest at the lower of: one and one-half percent (1.5%) per month or the maximum rate permitted by law. An amount will be considered to be "undisputed" if Customer does not deliver a good faith written notice to PX Technology that such amount is in dispute within fifteen (15) days from the date of the applicable invoice.

4. Term and Termination

- (a) Term. The Term shall commence on the date specified in the Customer Order Form. Subject to Section 4(b) below, the "Initial Term" of this Agreement shall be one (1) year. Subject to Section 4(b) below, the Term shall automatically renew for successive one (1) year periods, each a "Renewal Term," upon the expiration of the Initial Term or the then current Renewal Term unless terminated by either party in writing at least ninety (90) days prior to the expiration thereof, in which case the Agreement shall terminate at the end of the Initial Term or the then current Renewal Term. The Initial Term and any Renewal Term(s) are referred to collectively herein as the "Term."
- (b) Termination. Notwithstanding Section 4(a) above, this Agreement may be terminated before the expiration of the Term as follows: (i) by either Party upon written notice following any material breach of this Agreement by the other, if such breach has not been remedied within thirty (30) days of the other Party's receipt of notice; (ii) immediately by either Party in the event that the Business Associate Agreement is terminated or breached; (iii) immediately by either Party if there is a change in any law or regulation that prohibits the Parties from performing their obligations under this Agreement; (iv) immediately by PX Technology in the event that Customer commits fraud and/or breaks any applicable

law in connection with this Agreement and/or Customer's use of the Software, Hardware, and/or the PX Connect System; or (v) immediately by either Party if the other Party (x) files or has filed against it a petition in bankruptcy; or (y) becomes insolvent, or is the subject of any proceedings related to liquidation, insolvency or the appointment of a receiver or similar officer.

- (c) Effect of Termination. Upon termination or expiration of this Agreement, Customer's license hereunder shall automatically terminate, and Customer shall immediately cease using the Software, Hardware, the PX Connect System, and any other materials provided by PX Technology. At the end of the Term, Customer shall return the Hardware to PX Technology within five (5) business days of the effective date of the termination. In the event that Customer has lost or broken the Hardware, Customer shall promptly pay (within 15 days of termination) to PX Technology the then current replacement price for Hardware that has been lost or broken. Upon termination of a Customer Order Form and/or this Agreement, all outstanding fees are immediately due and payable and all rights to access or use the Software, Hardware, and/or the PX Connect System shall be immediately revoked.

5. Compliance With Laws; Authority.

- (a) Each Party hereby represents and warrants to the other that: (i) the Party (and its agents/employees) is in compliance, and will continue to remain in compliance during the Term of this Agreement, with all applicable laws, including but not limited to applicable federal and state privacy laws, governmental regulations, rules, requirements, ordinances, federal and state anti-kickback Statutes, HIPAA, the False Claims Act, state fraud and abuse laws, and other requirements of applicable federal, state and local authorities necessary for the performance of its obligations under this Agreement (the "Applicable Laws"); (ii) it has the authority to enter into this Agreement and to perform its obligations hereunder; and (iii) there is no proceeding or investigation pending or threatened that would call into question the validity of this Agreement or actions pursuant to this Agreement.

6. Confidentiality

- (a) The Parties agree to keep the terms of this Agreement confidential and, except as required by law, shall not disclose to any third party any of the terms and obligations of the Parties contained herein. In the course of this Agreement, each Party may receive, be exposed to or acquire the confidential or proprietary information of the other Party, including but not limited to, all information, Data, reports, records, pricing information, business plans or strategies, and customer lists, whether written or oral, fixed in hard copy or contained in any computer data base or readable form, as well as any information identified as confidential, or which is reasonably understood as confidential, of the other Party ("Confidential Information"). For purposes of this Agreement, the Software, Hardware, the PX Connect System, shall be considered Confidential Information.
- (b) The Parties shall not disclose to any third party the Confidential Information of the other Party, except as expressly permitted by this Agreement. The Parties shall only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement who are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- (c) In the event that a Party is required by applicable law or legal process to disclose any of the Confidential Information of the other Party, that Party will (other than where, prohibited by applicable law or court order) provide the other Party with notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In no event will a Party oppose reasonable action of the other Party to seek a protective order or other relief to prevent the disclosure of Confidential Information in the possession of the other Party, or to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information.

- (d) This provisions shall not apply to Confidential Information: (i) after it becomes publicly available through no fault of either Party; (ii) which has been publicly released by either Party in writing; (iii) which is lawfully obtained from third parties without restriction; or (iv) which can be shown to be previously known or developed by either Party independently of the other Party and without use any Confidential Information.
- (e) The Parties agree that the treatment of any aggregated forms of Data, de-identified Data, or derivative works, compilations or reports created from Data shall be governed by Section 2 only.

7. Indemnification and Limitation of Liability

- (a) **By Customer.** Customer will defend, indemnify and hold harmless PX Technology and its subsidiaries, parents, affiliated companies, officers, directors, employees, independent contractors, representatives, shareholders, trustees, attorneys and agents ("PXT Related Parties") from and against all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees ("Claims") brought by third parties or Customer's employees against PX Technology or its PXT Related Parties caused by or arising from this Agreement, Customer's use of the Software, Hardware, or PX Connect System, and/or any (i) negligent act or omission of Customer or its Customer Related Parties (as defined in Section 7(b) below), (ii) medical services or care provided by Customer or medical decisions made by Customer; (iii) failure of Customer to perform its obligations under or to comply with Applicable Laws, or (iv) breach of any representation, warranty or covenant made by Customer in this Agreement; provided, however, Customer will have no obligations under this Section for any Claims to the extent caused by any negligent act or omission of PX Technology or its PXT Related Parties.
- (b) **By PX Technology.** PX Technology will defend, indemnify and hold harmless Customer and its subsidiaries, parents, affiliated companies, officers, directors, employees, independent contractors, representatives, shareholders, trustees, attorneys and agents ("Customer Related Parties") from and against all Claims brought by third parties or PX Technology's employees against Customer or its Customer Related Parties caused by or arising from any a claim of U.S. copyright infringement based on the PX Connect System that is brought against Customer. In the event of any such PX Technology may, at PX Technology's sole discretion, enable Customer to continue to use the PX Connect System or to modify or replace any such infringing material to make it non-infringing. If PX Technology determines that none of these alternatives is reasonably available, Customer shall, upon written request from PX Technology, cease use of the PX Connect System. This section shall not apply to the extent the alleged infringement arises, in whole or in part, from: (i) modification of the PX Connect System by Company; (ii) combination, operation or use of the PX Connect System with other services or materials not provided by PX Technology.
- (c) **DISCLAIMER.** CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY DECISION BY A CUSTOMER REGARDING A PATIENT'S MEDICAL TREATMENT SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER AND SHALL BE MADE AT THE SOLE DISCRETION OF CUSTOMER. ANY MEDICAL DECISIONS OR ACTIONS MADE BY CUSTOMER ARE BASED ON CUSTOMER'S OWN MEDICAL JUDGMENT, AND NOTHING IN THIS AGREEMENT SHALL RESTRICT OR INFLUENCE CUSTOMER'S MEDICAL DECISIONS AND ACTIONS. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER SHALL HAVE NO CLAIM, AND PX TECHNOLOGY SHALL NOT BE LIABLE, FOR ANY ALLEGATIONS OR CLAIMS THAT INJURY, DAMAGES OR LOSS SUFFERED OR INCURRED BY A THIRD PARTY ARISING OUT OF ANY ACTS OR OMISSIONS THAT RELATE IN ANY WAY TO A MEDICAL DECISION OR TREATMENT BASED IN WHOLE OR IN PART ON CUSTOMER'S USE OF THE SOFTWARE, HARDWARE, THE PX CONNECT SYSTEM, OR ANY REPORTS GENERATED THROUGH USE OF THE SOFTWARE, HARDWARE, OR THE PX CONNECT SYSTEM, REGARDLESS OF WHETHER SUCH ALLEGATIONS OR CLAIMS RESULT FROM THE NEGLIGENCE OR OTHER FAULT OF PX TECHNOLOGY. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT SHALL BE SOLELY RESPONSIBLE FOR INFORMATION DELIVERED BY CUSTOMER TO ANY PATIENT ASSISTANT PROGRAM PARTICIPANT. THE SOFTWARE, HARDWARE, AND THE PX CONNECT

SYSTEM IS A RESOURCE ONLY, NOT A SUBSTITUTE FOR THE INDEPENDENT MEDICAL JUDGMENT OF THE CUSTOMER.

- (d) Procedures. The obligations and liabilities of the Parties with respect to Claims subject to indemnification will be subject to the following terms and conditions:
- (i) The Party claiming a right to indemnification (the "Indemnified Party") hereunder will give prompt written notice to the other party (the "Indemnifying Party") of any claim subject to indemnification hereunder (the "Indemnified Claim"), stating its nature, basis and amount, when and to the extent known. Each such notice will be accompanied by copies of all relevant documentation, including any summons, complaint or other pleading that may have been served or any written demand or other document that may have been received.
 - (ii) With respect to any Indemnified Claim: (I) the Indemnifying Party will defend or settle the Indemnified Claim, subject to provisions of this subsection, (II) the Indemnified Party will, at the Indemnifying Party's sole cost and expense, cooperate in the defense by providing access to witnesses and evidence available to it, (III) the Indemnified Party will have the right to participate in any defense at its own cost and expense to the extent that, in its judgment, the Indemnified Party may otherwise be prejudiced thereby, (IV) the Indemnified Party will not settle, offer to settle or admit liability in any Indemnified Claim without the written consent of an officer of the Indemnifying Party, and (V) the Indemnifying Party will not settle, offer to settle or admit liability as to any Indemnified Claim in which it controls the defense if such settlement, offer or admission contains any admission of fault or guilt on the part of the Indemnified Party, or would impose any liability or other restriction or encumbrance on the Indemnified Party, without the written consent of an officer of the Indemnified Party.
 - (iii) Each Party will cooperate with, and comply with all reasonable requests of, each other Party and act in a reasonable and good faith manner to minimize the scope of any Indemnified Claim.
- (e) Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT, ALL HARDWARE, ALL SOFTWARE, THE PX CONNECT SYSTEM, AND ALL SERVICES PROVIDED BY PX TECHNOLOGY ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE" BASIS, AND ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, ARE EXPRESSLY DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE). NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF PX TECHNOLOGY, FOR ANY REASON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, ARISING UNDER THIS AGREEMENT OR ANY RELATED CUSTOMER ORDER FORMS, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO PX TECHNOLOGY PURSUANT TO THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. General Provisions

- (a) Relationship of the Parties. The relationship among the Parties is and will be that of independent contractors. Nothing in this Agreement will create any association, partnership, joint venture or employer-employee relationship between the Parties. Neither Party will hold itself out as an agent or employee of the other Party nor make any statements, representations, warranties or commitments of any kind, or take any action that will be binding on the other Party.

- (b) Force Majeure. No Party shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, laws or governmental regulations or other causes that are beyond that Party's control.
- (c) Use of Marks. Customer agrees that PX Technology shall have the right to use Customer's name, trademark, tradename or logo in PX Technology's advertising, publicity or promotional materials, including but not limited to PX Technology's website or social media accounts, upon receiving Customer's prior written consent. PX Technology provides its Customer list to prospective partners and drug manufacturers to attract new programs into the PX Connect System platform. Customer agrees that PX Technology shall have the right to use Customer's name as part of the PX Technology customer list when recruiting strategic partners or drug manufacturers to join the PX Connect network.
- (d) These Terms Shall Supersede Previous Service Agreements between the Parties. Upon the Parties signing a Customer Order Form which incorporates these Terms, these Terms shall govern and control any service agreements that the Parties previously entered into, including, but not limited to, any Master Licensure Agreement(s) and any Customer Practice Addendums to any Master Licensure Agreement(s) ("Previous Service Agreements"). For the avoidance of doubt, if there is any contradiction between these Terms and the terms of any Previous Service Agreements, the terms and provisions of these Terms shall govern and control.
- (e) Entire Agreement. Each of the Parties agrees and acknowledges that this Agreement and the exhibits referred to herein and therein, (i) constitute the entire agreement and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter of this Agreement, and (ii) is not intended to confer any rights or remedies, or impose any obligations, on any person other than the Parties hereto. Each of the Parties expressly agrees and acknowledges that, other than those statements expressly set forth in this Agreement, it is not relying on any statement, whether oral or written, of any person or entity with respect to its or his entry into this Agreement or to the consummation of the transactions contemplated by this Agreement.
- (f) Amendments. These Terms may be amended or modified by PX Technology from time to time in PX Technology's sole discretion, and such revised terms shall be posted on PX Technology's website at <https://www.pxtechnology.com/terms> and shall immediately become effective and part of this Agreement on the 30th day after such revised terms are posted on PX Technology's website. Customer acknowledges and agrees that it is Customer's responsibility to review the Terms posted on the PX Technology website on a regular basis for so long as any Customer Order Form and/or this Agreement is in place, and Customer acknowledges and agrees that the posting of any revised terms on the PX Technology website shall constitute proper and adequate notice to Customer of such revised terms for all purposes. By accessing and/or using the Software, Hardware, and/or the PX Connect System, Customer agrees to be bound by the Terms that are effective at that time; provided, however, any amended or modified version of the Terms will not affect the rights and obligations of the Parties arising prior to the effective date of such amended or modified versions of the Terms. Customer may terminate this Agreement if any amended or modified version of the Terms materially and adversely affects Customer so long as Customer gives written notice of termination to PX Technology within thirty (30) days after such amended or modified Terms are posted on PX Technology's website.
- (g) Successors and Assigns. Customer may not assign or transfer the rights and obligations under this Agreement without the prior written consent of PX Technology provided that. Customer may assign this Agreement in connection with a merger, sale of assets, reincorporation or reorganization as applicable, without the permission of PX Technology. This Agreement may be freely assigned at any time by PX Technology. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, trustees, permitted assigns and other successors in interest of the Parties.

- (h) Survival. Sections 1, 3(b), 4(c), 5, 6, 7, 8(c), 8(f)-(k), and any other sections, terms and/or provisions of this Agreement that, by their nature, are expressly or impliedly intended to survive termination or expiration of this Agreement, shall survive termination and/or expiration of this Agreement.
- (i) Severability. If any provision or the scope of any provision of this Agreement is found to be unenforceable or too broad by judicial decree, the Parties agree that such provisions shall be curtailed only to the extent necessary to conform to law to permit enforcement of this Agreement to its full extent.
- (j) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maryland, without regards to any conflicts of law principles that would require the application of any other state law. Venue for any claim arising from or relating to this Agreement shall exclusively exist in the state or federal courts located in the State of Maryland.
- (k) Notice. Any notice, request or other document to be given hereunder to a Party shall be effective when received and shall be given in writing and delivered in person or sent by overnight courier or registered or certified mail, return receipt requested, as follows:

If to Customer: to the address included on the applicable Customer Order Form

If to PX Technology: PX Technology, LLC
Attn: Legal Department
6931 Arlington Rd #400
Bethesda, MD 20814

Customer will send a courtesy copy of any such notice or correspondence via e-mail to: legal@pxtechnology.com

- (l) Waiver of Default. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by a Party shall be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BAA") is incorporated and shall apply to the Terms by and between PX Technology ("Business Associate") and the Customer ("Covered Entity"). This Business Associate Agreement (this "BAA") by and between PX Technology, LLC, a Texas limited liability company ("Business Associate") and the Customer ("Covered Entity"). This BAA is fully incorporated into the PX Technology Standard Terms and Conditions (the "Terms") by and between PX Technology, LLC and the Customer, and all capitalized terms used but not defined herein shall have the meaning given to such terms in the Terms.

BACKGROUND

The parties have entered into a certain agreement or agreements, including, but not limited to, one or more Customer Order Forms and the Terms, for the provision of services (the "Underlying Service Agreement") that may involve the use and/or disclosure of Protected Health Information, including electronic protected health information relating to patients of Covered Entity (such protected health information referred to collectively, as "PHI"); and

Business Associate and Covered Entity wish to enter into this BAA in order for both parties to establish their respective compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its regulations, as amended by the Health Information Technology for Economic and Clinical Health Act American Recovery and Reinvestment Act of 2009 Pub.L.No. 111-5, Title XIII (2009) (the "HITECH Act") and the regulations promulgated thereunder, as such law and regulations may be amended from time to time (collectively, "HIPAA").

TERMS

In consideration of the mutual covenants contained herein, and other good and valuable consideration, Business Associate and Covered Entity agree as follows:

1. Definitions.

- (a) "Breach" shall have the same meaning given to such term at 45 CFR 164.402.
- (b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PX Technology, LLC.
- (c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean the Customer identified in the Customer Order Form.
- (d) "Designated Record Set" shall have the same meaning given to such term at 45 CFR 164.501.
- (e) "Disclosure" shall have the same meaning given to such term as 45 CFR 160.103.
- (f) "Electronic Protected Health Information" or "e-PHI" shall have the same meaning given to such term at 45 CFR 160.103.
- (g) "Individual" shall have the same meaning given to such term at 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (h) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164.
- (i) "Protected Health Information" or "PHI" shall have the same meaning given to such term at 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) "Required by Law" shall have the meaning given to such term at 45 CFR 164.103 and the HITECH Act.
- (k) "Security" or "Security Measures" encompass all of the administrative, physical and technical safeguards in an information system specified in subpart C of 45 CFR 164.
- (l) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information as specified in Subparts A and C in 45 CFR Parts 160 and 164, respectively.
- (m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (n) Undefined terms used in this BAA, but not otherwise defined in this BAA or in the Terms, shall have the same meaning given to such terms in the Privacy Rule and/or the Security Rule.

2. Obligations of Business Associate.

- (a) Business Associate will not use or disclose PHI other than as permitted or required by this BAA or Required by Law.
- (b) Business Associate will use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or Disclosure of PHI other than as provided for by this BAA and to reasonably and appropriately employ the same standards as Required by Law, to, protect the confidentiality, integrity and availability of any PHI that it may receive, maintain or transmit on behalf of the Covered Entity.
- (c) Business Associate agrees, following the discovery of any breach, use or disclosure of unsecured PHI not authorized under this BAA or any Security Incident involving successful unauthorized access, use, disclosure, modification, or destruction of PHI ("Successful Security Incident"), to notify Covered Entity of such breach, use or disclosure of unsecured PHI not authorized under this BAA or any Successful Security Incident without unreasonable delay and at least within 10 business days of discovery. For purposes of this paragraph, a breach or unauthorized use or Disclosure of PHI shall be treated as discovered by Business Associate as of the first day on which such breach or unauthorized use or disclosure is known to Business Associate or, by exercising reasonable diligence, should have been known to Business Associate. Notice is hereby deemed provided, and no further notice will be required, for unsuccessful attempts at such unauthorized access, use, disclosure, modification or destruction, such as pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the key is not compromised, or any combination of the above.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (e) To the extent (if any) that Business Associate maintains a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the written request of Covered Entity,

and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524.

- (f) Business Associate agrees to make Covered Entity's PHI available to Covered Entity as Covered Entity may be required to fulfill Covered Entity's obligations to amend PHI pursuant to 45 CFR 164.526. The amendment of an individual's PHI and all decisions related thereto shall be the sole responsibility of Covered Entity.
- (g) Business Associate shall maintain or make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- (i) Business Associate will make books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services ("Secretary") or his designee, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Privacy Standards; provided, however, that nothing in this BAA waives or limits the attorney/client privilege, the attorney work product doctrine, or other applicable privileges or protections.
- (j) Business Associate will not sell PHI without appropriate authorization unless an exemption under the HITECH Act Section 13405(d) applies.

3. Obligations of Covered Entity.

- (a) Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this BAA, in accordance with the standards and requirements of HIPAA and the HIPAA Regulations, until such PHI is received by Business Associate.
- (b) To the extent that the following affects Business Associate's use or disclosure of PHI, Covered Entity shall notify Business Associate of (i) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 and (ii) any limitation in its notice of privacy practices in accordance with 45 CFR 164.520.
- (c) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and/or the Security Rule if done by Covered Entity.

4. Uses and Disclosures by Business Associate.

- (a) Business Associate may use or disclose PHI as necessary to perform services for or on behalf of Covered Entity as specified in this BAA, the Terms, and in the Underlying Service Agreement entered into between Business Associate and Covered Entity, provided that such use or disclosure would not violate the Privacy Standards or the Security Rule if made by Business Associate.
- (b) Business Associate may de-identify PHI, so long as such de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and may provide data aggregation services, as applicable.

- (c) Business Associate may disclose PHI if (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which he/she is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
- (f) Business Associate may use PHI as necessary to report a violation of law.

5. Term and Termination.

- (a) Subject to Section 5(c) below, this BAA will run concurrently with and continue in effect until the termination of any and all Underlying Service Agreements between Business Associate and Covered Entity. This BAA will automatically terminate without any further action of either party hereto upon the termination or expiration of any and all Underlying Service Agreements.
- (b) Upon termination of this BAA, if feasible, Business Associate will use reasonable efforts to return the PHI to Covered Entity or destroy the PHI. If it is not feasible to return or destroy the PHI, or to the extent Business Associate is Required by Law to retain certain PHI following termination of this BAA, Business Associate will extend the protections of this BAA to such retained PHI. Return or destruction of PHI maintained in Business Associate's back-ups or similar automated archiving processes is not reasonably feasible and may be retained subject to the requirements of this section.
- (c) Notwithstanding anything contained herein to the contrary, Business Associate authorizes termination of this BAA by Covered Entity if Covered Entity determines Business Associate has violated a material term of this BAA and Business Associate has not cured the breach or ended the violation within thirty (30) days following notice, and Covered Entity authorizes termination of this BAA by Business Associate if Business Associate determines Covered Entity has violated a material term of this BAA and Covered Entity has not cured the breach or ended the violation within thirty (30) days following notice.

6. Miscellaneous.

- (a) Either Covered Entity or Business Associate may assign this BAA in connection with a merger, sale of assets, reincorporation or reorganization of Covered Entity or Business Associate, as applicable, without the permission of the other party. Subject to the foregoing, this BAA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- (b) This BAA may be amended only by written consent of the parties.
- (c) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- (d) Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

- (e) Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. There are no third-party beneficiaries to this BAA.
- (f) This BAA constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written.