

AvodahMed™ Platform Subscription Agreement

This AvodahMed Platform Subscription Agreement (“*Agreement*”) is an agreement by and between Avodah, Inc., a corporation with its principal office at 1600 Solana Blvd, Suite 8110, Westlake, TX 76262 (“*Avodah*”), and the entity on whose behalf you are entering into this Agreement (“*Customer*” or “*you*”), effective as of the date you contracted with Reseller (as defined below) for use of the Platform (as defined below) (“*Effective Date*”). Avodah and Customer are sometimes referred to collectively as the “*Parties*” and individually as a “*Party*.”

Avodah™ and Customer agree as follows:

Section 1. Definitions

Capitalized terms used in this Agreement not otherwise defined will have the following definitions:

1.1 “*Account*” means a single user electronic account permitting Customer or Authorized Users to access and use the Platform.

1.2 “*Authorized User*” means (a) an employee, agent or consultant of Customer using the Platform on behalf of Customer, or (b) if creating an individual Account to access and use the online portal (including the practice portal component) of the Platform: (i) an employee, agent or consultant of Customer, or (ii) a Patient that has accepted Avodah’s standard end user license terms relating to the use of the Platform.

1.3 “*Confidential Information*” means any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser’s technology, research, development, products, services, pricing of products and services, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs).

1.4 “*Discloser*” means a Party that discloses any of its Confidential Information to the other Party.

1.5 “*Documentation*” means the online documentation relating to the Platform furnished or made available by Avodah to Customer.

1.6 “*Feedback*” means information and feedback (including, without limitation, ideas, proposals, questions, comments, suggestions, or other materials) regarding the performance, features, functionality and overall Customer experience using the Platform.

1.7 “*Health Care Services*” means health care consultations, therapies, or treatments provided, supervised, or prescribed by a Provider to a patient through the Platform.

1.8 “*Implement*” or “*Implementation*” means the process of setting up Customer’s account for the Platform, issuing credentials to its Providers and Authorized Users, and enabling Providers and Authorized Users’ access to the Platform.

1.9 “Informed Consent” means the agreement between a patient and a Provider to receive and provide, respectively, Health Care Services.

1.10 “IP Rights” means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

1.11 “IP Dispute” means a dispute, cause of action, claim, or controversy relating to a Party’s IP Rights.

1.12 “Patient” means an Authorized User that is receiving Health Care Services from a Provider using the Platform in accordance with the Avodah standard end user license.

1.13 “Platform” means the software-as-a-service platform, known as of the Effective Date as NSight, provided by Avodah under this Agreement along with any improvements, updates, bug fixes or upgrades thereto.

1.14 “Provider” means any Customer or Authorized User who provides Health Care Services as an independent licensed, accredited, or certified health care professional, which shall be either a medical doctor, physician assistant, nurse practitioner, nurse or other such professionals.

1.15 “Recipient” means a Party that receives any Confidential Information of the other Party.

1.16 “Reseller” means Veradigm LLC or its affiliates with whom you entered into an agreement for use of the Platform.

1.17 “Reseller Agreement” means the agreement that you entered into with Reseller for use of the Platform.

1.18 “Site” means <https://avodahmed.ai/>, and any successor or related web site designated by Avodah.

1.19 “Third Party Services” means software or services acquired or licensed by Avodah from a third party that is included in Platform or otherwise made available to Customer or its Authorized Users.

1.20 “Unauthorized Use” means any use, reproduction, modification, distribution, disposition, possession, examination, inspection, viewing, disclosure or other activity involving the Platform or Documentation of Avodah that is not expressly authorized under the Agreement or in writing by Avodah.

Section 2. Access to the Platform

2.1 Restrictions. Customer shall not (and may not allow any third party to): (a) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Platform or use or access the Platform to build a competitive product or service; (b) use any data mining, robots or similar data gathering or extraction methods except as provided by the Platform;

(c) download (other than page caching) any portion of the Platform or any information contained on the Platform; (d) perform or disclose any benchmarking or performance testing of the Platform; (e) rent, lease, copy, provide access to or sublicense the Platform or Customer Data to a third party except as authorized in this Agreement; (f) remove or obscure any proprietary notices or labels, or (g) use the Platform other than for its intended use and as expressly permitted hereunder. During and after the Term, Customer will not assert, nor authorize, assist or encourage any third party to assert any patent infringement or other intellectual property infringement claim regarding the Platform against Avodah, its affiliates, independent contractors or service providers, or any of their respective members, directors, officers, employees and agents (collectively, “*Avodah Parties*”).

2.2 Changes to Platform. Avodah may change the Platform from time to time, including changing or removing features or functionality from the Platform. Avodah will notify Customer of any discontinuation of the Platform.

2.3 Suspension of Platform. Avodah may immediately temporarily suspend access to or use of the Platform by Customer if Customer materially breaches this Agreement and such breach poses a significant threat to security or functionality of the Platform. Avodah will provide as much advance notice to Customers of any such suspension as reasonably possible. Avodah will exercise such suspension rights to the minimum extent necessary to address the threat. In addition, Avodah will promptly restore use of the Platform as soon as such breach is cured or such threat is reasonably mitigated.

2.4 Customer Responsibilities. Customer shall use the Platform in compliance with all applicable federal, state, and local laws, regulations, rules, and ordinances, including any laws related to the provision of Health Care Services or applicable to Providers, or relating to the privacy and security of “Protected Health Information” or “PHI” as defined under the Health Insurance Portability and Accountability Act (“*HIPAA*”). When using the Platform to render Health Care Services to Patients via “telemedicine” or “telehealth,” as defined by applicable state law, Customer is solely responsible for: (i) complying with all applicable laws (including without limitation licensure requirements, accreditation requirements, professional standards, payor and regulatory requirements applicable to rendering treatment services to patients via telehealth); (ii) all medical and professional decision making; (iii) ensuring appropriate documentation is maintained related to the telehealth services in a manner compliant with applicable law and payor standards; (iv) it will enter into an Informed Consent and Notice of Privacy Practices with each Patient; (v) informing Patients of the risks associated with using telehealth services; and (vi) maintaining the equipment and devices used for accessing the Platform in a manner that ensures the security and functionality of the telehealth services and related records.

2.5 Professional Judgment. The Platform is a technology platform and does not provide any clinical decision support or other clinical assistance to any Provider. Provider shall be responsible for all clinical and Patient treatment decisions based on the independent exercise of its professional judgement consistent with the standard of care.

Section 3. Eligibility; Registration; Data Practices; Avodah Responsibilities

3.1 Eligibility. Customer must ensure all Authorized Users are at least 18 years of age. Customer represents and warrants that it and all Authorized Users using the Platform on its behalf are not: (a) a resident of any country subject to a United States embargo or other similar

United States export restrictions; (b) on the United States Treasury Department's list of Specifically Designated Nationals; (c) on the United States Department of Commerce's Denied Persons List or Entity List; or (d) on any other United States export control list.

3.2 Registration. In order to access and use the Platform, Customer and each Authorized User will create an Account. Shared Account credentials are prohibited. Customer will ensure that Customer and each of its Authorized Users: (a) provide and maintain accurate, truthful, current and complete Account information; (b) maintain the security of the Account by not sharing its password with others and restricting access to the Account and their computer or mobile device; and (c) promptly notify Avodah if Customer or any Authorized User discovers or otherwise suspects any security breaches related to such user's Account. Avodah may prohibit an Authorized User's access to and use of the Platform upon request from Customer. Customer, and not Avodah, is responsible for maintaining the security of Accounts, passwords, and files.

3.3 Violations. Customer is responsible for any access to or use of the Platform under each Authorized User's Account, including by any third parties that use any Authorized User's Account. The acts or omissions of any Authorized User or third party under an Authorized User's Account are considered the Authorized User's acts or omissions, as applicable.

3.4 Equipment. Customer is responsible for obtaining, maintaining, and ensuring the security of any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, networking, and third-party services to send/receive messages.

Section 4. Indemnification

Customer will defend, indemnify, and hold harmless the Avodah Parties from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party or Authorized User claim related to or arising from: (a) any negligence, professional malpractice, willful misconduct, or breach of this Agreement by Customer or any Authorized User; or (b) any failure of Customer or any Authorized User to comply with applicable laws and regulations (including any laws or regulations concerning the confidentiality, privacy, or security of health care records or health information). If Avodah is obligated to respond to a third-party subpoena or other compulsory legal order or process related to the acts or omissions described in clauses (a) or (b) of the preceding sentence, Customer will also reimburse Avodah for reasonable attorneys' fees, as well as the time and materials spent by Avodah's employees and contractors responding to the third-party subpoena or other compulsory legal order or process at Avodah's then-current hourly rates. For any claims under this Section 4, Customer shall obtain Avodah's written consent prior to agreeing to any settlement, which will not be unreasonably withheld, conditioned or delayed, unless such settlement: (a) includes an unconditional release of Avodah Parties from all liability arising out of such claim; (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Avodah Parties; and (c) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Avodah Parties.

Section 5. Ownership

5.1 The Platform. As between Avodah and Customer, Avodah owns all right, title, and interest in and to the Platform, together with all IP Rights therein or thereto. Except for Customer's rights to access and use the Platform as specified in an ordering document, Customer does not obtain any rights under this Agreement from Avodah to the Platform, including any related IP Rights.

5.2 Feedback. Any Feedback that Customer or an Authorized User provides to Avodah may or may not be treated confidentially by Avodah. Avodah will own, and Customer and Authorized Users hereby assign, all exclusive rights, including, without limitation, all IP Rights, in and to Feedback and Avodah will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer or any Authorized Users.

5.3 Trademarks. As between Avodah and Customer, each Party owns all right, title and interest in and to its own trademarks, service marks, service or trade names, logos, and other designations and those of its affiliates (collectively, "**Marks**"). Marks and any goodwill arising out of the use of the such Marks will remain with and belong to that Party and its licensors. The Avodah Marks may not be copied, imitated or used without the prior written consent of Avodah or the applicable trademark holder.

5.4 Additional Protection of Proprietary Rights. Customer will not infringe or violate, and will take appropriate steps and precautions for the protection of, the Platform and related IP Rights referred to in Section 5.1. Customer will immediately notify Avodah of any Unauthorized Use that comes to Customer's attention. In the event of any Unauthorized Use relating to the activities of Customer or Authorized Users, Customer will take all steps reasonably necessary to terminate such Unauthorized Use. Customer will immediately notify Avodah of any legal proceeding initiated by Customer in connection with any such Unauthorized Use. Avodah may, at its option and expense, assume control of such proceeding, in which case it will have exclusive control over the prosecution and settlement of the proceeding, and Customer will provide such assistance related to such proceeding as Avodah may reasonably request. Customer will assist Avodah in enforcing any settlement or order made in connection with such proceeding.

Section 6. Representations and Warranties

6.1 Customer represents and warrants that:

(a) it is a corporation validly organized and in good standing under the laws of its state of incorporation;

(b) it has the legal power to enter into this Agreement ;

(c) if a Provider, it is in good standing with all necessary governmental and professional society approvals to practice their profession without supervision or restriction, in-person and/or using a remote access electronic technology platform (telehealth) in each state listed on the Account registration form;

(d) if a Provider, it will provide Health Care Services to all Patients through the Platform without regard to race, color, gender, national origin, religion, sexual identity, sexual orientation, veteran status, or disability;

(e) it will ensure that the Platform is sufficient to enable Customer and (and any Authorized User that is a Provider) to provide Health Care Services to all Patients in a manner consistent with the standard of care required for its profession in each state listed on the Account registration form;

(f) it will use, disclose, and store any Patient health information in accordance with Applicable Law (as defined below);

(g) neither it nor any Authorized Users that are Providers will use the Platform to transmit any messages that are unrelated to the delivery of Health Care Services (e.g., advertisements, solicitations, or objectionable messages); and

(h) as of the Effective Date it and all of its affiliates, officers, directors, and employees, and all of its Providers (collectively “**Controlled Group**”) are in material compliance with all laws and regulations concerning their business and professional activities including but not limited to any that govern or regulate the practice of medicine, the provision of medical or Health Care Services, and that all Providers are, and will remain at all times during the Term, duly authorized or approved to practice his/her profession by all applicable governmental authorities and/or professional societies (collectively “**Applicable Law**”). Avodah and the Controlled Group will remain in material compliance with all Applicable Law during the Term and during any subsequent period when it continues to have obligations under this Agreement to Avodah.

6.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND CUSTOMER HEREBY WAIVES, RELEASES, AND DISCLAIMS, ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PLATFORM OR THE INFORMATION AVAILABLE VIA THE PLATFORM, INCLUDING ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, THAT THE INFORMATION AVAILABLE VIA THE PLATFORM WILL BE ACCURATE OR COMPLETE, OR THAT ANY MATERIALS OR CUSTOMER DATA PROVIDED BY CUSTOMER, AN AUTHORIZED USER, OR A THIRD PARTY WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AVODAH AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Section 7. Limitations of Liability

IN NO EVENT SHALL ANY OF THE AVODAH PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS

OR LOSS OF CUSTOMER DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE PLATFORM OR THE SITE, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY OF THE AVODAH PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE GREATER OF (1) THE TOTAL AMOUNTS PAID BY CUSTOMER, IF ANY, TO RESELLER FOR USE OF THE PLATFORM IN THE 30 DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR (2) \$50,000.

Section 8. Confidential Information

Each Party reserves any and all right, title and interest (including, without limitation, any IP Rights) that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This Section 8 will not be interpreted or construed to prohibit any use or disclosure of information: (a) that was known to Recipient prior to receiving the same from the Discloser in connection with this Agreement; (b) that is independently developed by the Recipient; (c) that is acquired by the Recipient from another source without restriction as to use or disclosure; (d) that is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (e) that is required by applicable law, provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (f) that is made with the written consent of the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this Section 8, the Discloser will be entitled to injunctive and other equitable relief to enforce such obligations.

Section 9. Governing Law; Dispute Resolution

9.1 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws that govern your Reseller Agreement.

9.2 Dispute Resolution. Any disputes between you and Avodah related to this Agreement, Avodah's provision of the Platform, or your or your Authorized Users use of the Platform will be resolved in the same manner as your Reseller Agreement provides for disputes between you and Reseller, Reseller's provision of the Platform or your or your Authorized Users use of the Platform.

Section 10. Miscellaneous

If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Customer may not assign this Agreement or any right, interest or benefit under this Agreement without prior written consent of Avodah. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. Sections 4 through 9 will survive any termination or expiration of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a Party to this Agreement. This Agreement in no way establishes any exclusive arrangement between the Parties. Each Party will be free to enter into agreements and other arrangements, including with respect to access to and use of the Platform, with others at any time. Customer may voluntarily consult with Avodah and work in good faith to agree on quotes and statements about Customer's experience with the Platform. If Customer or an Authorized User volunteers such quotes or statements, Avodah may, at its option, use such quotes and statements in connection with its sales and marketing activities. Neither Party will be liable for, or be considered to be in, breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such Party's reasonable control (including, without limitation, any act or failure to act by the other Party). The failure of either Party to insist upon or enforce performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right or remedy will be and remain in full force and effect. In the event of any conflicts between this Agreement and your Reseller Agreement, the Reseller Agreement shall govern and control.