

Lightning MD Terms of Service

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO LIGHTNING MD SERVICES WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICE.

By accepting this Agreement, either by accessing or using the Service, or authorizing or permitting any third party to access or use the Service, You agree to be bound by this Agreement as of the date of such access or use of the Service. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are representing to Lightning MD that You have the authority to bind such Entity to this Agreement. Such Entity will be the primary Account holder. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Service.

The terms “You,” “Your” or a related capitalized term herein shall refer jointly and severally to: (a) you and your Affiliates, if you are an individual creating an Account for your own use, or (b) the Entity that you represent and its Affiliates, if you are establishing an Account for an Entity.

Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party’s execution, delivery or performance of the Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound, or any Applicable Law.

The purpose of this Agreement is to establish the terms and conditions under which You may purchase the Service and Consulting Services as described in an Order Form or in a Statement of Work.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

You understand that use of the Service is also governed by Our Privacy Policy, Business Associate Agreement, and AMA End User License Agreement. By agreeing to this Agreement, You are also agreeing to these additional terms.

Last Revised: April 8, 2020

General Terms and Conditions

SECTION 1. ACCESS TO THE SERVICE

1.1. Service. We will make the Service and Your Service Data available to You pursuant to this Agreement and the applicable Order Form(s) and Documentation. We will use commercially reasonable efforts to make the Service available with 99% uptime 24 hours a day, 7 days a week,

except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, a Force Majeure Event.

1.2. Support. We will, at no additional charge, provide applicable standard customer support for the Service to You as detailed on the Support Site and Documentation.

1.3. Consulting Services. We will provide the Consulting Services identified on the applicable Order Form or Statement of Work in accordance with this Agreement and any terms set forth on such Order Form or Statement of Work. You hereby authorize Lightning MD to complete and execute any signatures on Your behalf for the sole purpose of facilitating electronic data interchange (“**EDI**”) between You and the Centers for Medicare & Medicaid Services (“**CMS**”) and other payors. In addition, You hereby ratify any prior signatures executed by Lightning MD on Your behalf for the sole purpose of EDI. You represent and warrant that You have the actual authority to permit Lightning MD to complete and execute such EDI submissions on Your behalf.

1.4. Modifications. You acknowledge that Lightning MD may modify the features and functionality of the Service during the Subscription Term. Lightning MD shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

1.5. Third-Party Services. Your use of Service may include certain third-party software and services or allow You to access additional software and services offered by third-parties. Your use of such software or services may require that You enter into separate subscription, licensing, and/or business associate agreements with such third-party vendors and suppliers. You agree: (i) to comply with and, upon request, execute such agreements as may be required for the use of such software or services; (ii) that We may disclose individually identifiable health information to these third-parties on Your behalf. Without limiting the foregoing, You agree to the terms and conditions set forth on **Exhibit A** hereto.

SECTION 2. USE OF THE SERVICE

2.1. Account Creation. You may designate login credentials in your Account for Permitted Users. You are responsible for safeguarding the confidentiality and use of account names and passwords, and agree to take any and all actions necessary to maintain the privacy of such information. You will promptly notify Lightning MD if account names or passwords are lost, stolen, or are being used in an unauthorized manner. Upon Lightning MD’s request, You will provide Us with accurate and complete registration information of Users that have access to Your Account.

2.2. Internal Business Purposes Only. You will not provide access to the Service or make the Service available to anyone other than Permitted Users. You and Your Permitted Users may access and use the Service for Your own internal business purposes and, if You are a billing company providing billing services to Clients, to provide management and/or financial processing services (e.g., billing services) to Your Clients. For the avoidance of doubt, this means that You may not time-share or resell the Service.

2.3. Compliance. As between You and Lightning MD, You are responsible for compliance with the provisions of this Agreement by Users and for any and all activities that occur under Your Account, whether or not such activities have been authorized by You, which Lightning MD may verify from time to time. You are solely responsible for (1) ensuring that the use of the Service is compliant with all Applicable Laws, (2) ensuring that the use of the Service is compliant with all any and all privacy policies, agreements or other obligations You may maintain or enter into with third-parties, including Providers; (3) determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes; and (4) the truth and accuracy of Service Data. LIGHTNING MD IS NOT

LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR FAILURE TO COMPLY WITH THIS PARAGRAPH, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF LIGHTNING MD.

2.4. Usage Restrictions. Further, in Your use of the Service You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or make the Service available to any third party, other than Permitted Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Lightning MD; (b) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (c) falsely imply any sponsorship or association with Lightning MD; (d) use the Service in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (e) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (f) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (g) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software; (h) use the Service to knowingly post, transmit, upload, link to, send or store any content that is (or directly or indirectly supports activities that are) unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (i) use the Service to knowingly post, transmit, upload, link to, send or store any Malicious Software; or (j) use or launch any automated system that accesses the Service (i.e., bot) in a manner that sends more request messages to the Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

2.5. System Requirements. A high-speed Internet connection is required for proper use of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, browser software that supports protocols used by Lightning MD, including the Transport Layer Security (TLS) protocol or other protocols accepted by Lightning MD, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Lightning MD. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.6. No Competitive Access. You may not access the Service if you are developing a competitive software product or software service in direct competition with Lightning MD.

2.7. No Medical Advice Provided by Lightning MD. The Service do not provide medical advice, provide medical or diagnostic services, or prescribe medication. Use of the Service is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. Lightning MD is not responsible for verifying the accuracy of patient information (including, without limitation, obtaining all applicable patients' medical and medication history and allergies).

2.8. Compliance with Medical Retention Laws and Patient Records Access. You are responsible for understanding and complying with all state and federal laws related to retention of medical records, patient access to information, and patient authorization to release data. You agree that You will obtain any necessary patient consent prior to using the Service and will apply settings to exclude information from availability as necessary to comply with state or federal law.

2.9. Sanctions and Suspensions. You represent and warrant to Lightning MD that (i) You are not excluded, debarred, suspended or otherwise sanctioned by any Federal Health Care Program or other federal or state procurement or nonprocurement program and (ii) no Provider, employee, agent,

contractor, service provider or other representative or Permitted User of Yours is excluded, debarred, suspended or otherwise sanctioned by any such program. You shall notify Lightning MD within two (2) business days of learning that this representation and warranty ceases to be true. Lightning MD may terminate the Agreement in accordance with Section 3.3 if You breach clause (i) above or You breach clause (ii) above and fail to terminate Your relationship with the sanctioned individual or entity within five (5) days.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1. Term. Unless Your Account and subscription to the Service is terminated in accordance with the terms of this Agreement or unless otherwise provided for in an Order Form, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges as of the time such subsequent Subscription Term commences.

3.2. Cancellation. Either Party may elect to terminate Your Account and subscription to the Service as of the end of Your then-current Subscription Term by providing notice, in accordance with this Agreement, no less than thirty (30) days prior to the end of such Subscription Term.

3.3. Mutual Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by You in accordance with this section, We will refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

3.4. Payment Upon Termination. Except for Your termination under Section 3.3, if You terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts You may owe Lightning MD, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term.

3.5. No Refunds. Except for Your termination rights under Section 3.3, if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

3.6. Export of Service Data. For thirty (30) days after the effective date of termination or expiration of this Agreement, upon Your request, We will make Service Data available to You for export or download as provided in the Documentation. Thereafter, We will have no obligation to maintain or provide any Service Data and may, unless prohibited by law or legal order, delete Your Service Data in the Service.

SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1. Payment and Billing. Subscription Charges are set forth in Your Order Form(s). All Subscription Charges are due in full upon commencement of Your Subscription Term, unless otherwise expressly set forth in this Agreement, or an Order Form. You are responsible for providing valid and current Account information and You agree to promptly update Your Account information, including payment

information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You and Your Users.

4.2. Changes. If You choose to increase the Service Capacity of the Service during Your Subscription Term, any incremental Subscription Charges associated with such increase will be charged in accordance with the remaining Subscription Term. In any future Subscription Term, Your Subscription Charges will reflect any such increases. You may not reduce the Service Capacity during Your Subscription Term. If You desire to reduce the Service Capacity for a subsequent Subscription Term, You must provide Lightning MD with thirty (30) days advance written notice prior to the end of Your then current Subscription Term.

4.3. Consulting Services. Fees for Consulting Services shall be as set forth in the applicable Order Form and Statement of Work. All travel costs for Consulting Services provided onsite at Your premises will be billed separately, as incurred by Lightning MD. You shall be responsible for (i) all non-refundable airfare fees and (ii) one day of fees for Consulting Services for all cancellations or rescheduling that occurs less than 7 days prior to the first day on which Consulting Services will be provided. All Consulting Services must be utilized by You within 90 days from the date on the Order Form pursuant to which the Consulting Services are purchased. If You do not utilize the Consulting Services within the 90 day period, the Consulting Services will be considered as having been delivered and no refund or other compensation shall be issued by Lightning MD (except in those cases where the failure to utilize the Consulting Services is a result of Lightning MD's inability to deliver the Consulting Services).

4.4. Taxes. Unless otherwise stated, Our charges do not include any Taxes. You are responsible for paying Taxes except those assessable against Lightning MD measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

4.5. Payment Agent. We may allow payments to be made by credit card, ACH, debit card or certain other payment instruments. Such payments are billed and processed by Lightning MD's Payment Agent. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service until Your subscription to the Service terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize Lightning MD and the Payment Agent to charge Your credit card or other payment instrument to establish prepaid credit. The Payment Agent is acting solely as a billing and processing agent for and on behalf of Lightning MD and shall not be construed to be providing the applicable Service. You may be required to set up an account with the Payment Agent in order to establish an Account, and you will be required to accept the terms and conditions of the Payment Agent. We are not a party to those terms and conditions, have no liability with respect to your use of the Payment Agent, and your relationship is directly with the Payment Agent.

SECTION 5. CONFIDENTIAL INFORMATION

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform

its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section shall control over any nondisclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

SECTION 6. OWNERSHIP AND SECURITY OF SERVICE DATA

6.1. Ownership of Service Data. You shall continue to retain Your ownership rights to all Service Data processed under the terms of this Agreement. Lightning MD is not, and will not be, your official record keeper.

6.2. No Sale of Service Data. Lightning MD will never sell, rent, or lease Your Service Data to any third party. We will not share Your Service Data with third parties, except as permitted by this Agreement and in order to provide, secure and support the Service.

6.3. Safeguards. Lightning MD will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data in accordance with the Security Measures. Lightning MD's compliance with the Security Measures shall be deemed compliance with Lightning MD's obligations to protect Service Data as set forth in the Agreement.

6.4. Aggregation Services and De-identified Data. Lightning MD may use protected health information to provide you with data aggregation services (as that term is defined by HIPAA) and to create de-identified data in accordance with 45 CFR 164.514(a)-(c). Lightning MD shall solely own all right, title and interest, in any de-identified data it creates from protected health information. Lightning MD and its affiliates may use and disclose, during and after this agreement, all aggregate, anonymized information and de-identified data for purposes of enhancing the Service, technical support and other business purposes, all in compliance with the HIPAA privacy standards, including without limitation the limited data set and de-identification of information regulations.

6.5. Data Quality. You are responsible for providing all Service Data in an industry standard format regularly used by Lightning MD in the ordinary course of business. You acknowledge and agree that the Service Data available in the Service will be a reflection of the quality of the data provided by You. Lightning MD is not responsible for the inability to perform or access the Service due to improperly formatted or corrupt files. You shall maintain (on a server owned or under Your control, or in any other manner You shall elect) an accurate backup copy of all data provided to the Service. You acknowledge that transferring Service Data in connection with the use of the Service is subject to the possibility of human and mechanical errors, omissions, and losses, including inadvertent loss of data, or damage to media that may give rise to loss or damage. You are responsible to adopt reasonable measures to limit the impact of such problems.

6.6. HIPAA and PHI. Lightning MD acknowledges and agrees that it is a "Business Associate" as such term is defined under HIPAA. Furthermore, each Party acknowledges and understands that the Service requires the use and disclosure of protected health information ("**PHI**") as defined under HIPAA. The Business Associate Agreement will govern the Service provided under this Agreement. If a conflict exists between the terms and conditions of the Agreement and those of the Business Associate

Agreement, the terms and conditions of the Business Associate Agreement will control with respect to the treatment of PHI. Unless expressly provided otherwise in writing, each Party shall only use PHI as authorized under the Agreement and in accordance with the Business Associate Agreement. You hereby grant a perpetual non-exclusive, transferable, sublicensable, royalty free world-wide license to Lightning MD to use PHI on an anonymized and de-identified basis consistent with 45 CFR 164.514(b) to the fullest extent allowed under law.

SECTION 7. NON-SOLICITATION

Each Party acknowledges that the other Party invests considerable time and expense in the training of its employees and independent subcontractors in the services to be provided under this Agreement and the management and servicing of its customers. Each Party agrees that for the full term of this Agreement, and for one (1) year after its termination, (a) such Party will not solicit or employ in any capacity, whether as a direct employee, independent contractor, or representative of another company providing similar services, any person employed by the other Party at any time during the term of this Agreement whose duties involve providing the Service or Consulting Services, whether for such Party or others and (b) such Party will not improperly interfere with the relationship between the other Party and its customers. Nothing herein shall preclude either Party from hiring employees or contractors of the other Party (or its Affiliates) to the extent such employees or contractors respond, without any solicitation by or on behalf of the hiring Party, to advertisements or job openings published or otherwise made generally available to the public by the hiring Party.

SECTION 8. TEMPORARY SUSPENSION

We reserve the right to restrict functionality or suspend the Service (or any part thereof), Your Account or Your rights to access and use the Service and remove, disable or quarantine any Service Data if (a) We reasonably believe that You have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of the Service by You. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You or Your Users may be referred to law enforcement authorities at Our sole discretion.

SECTION 9. FREE TRIALS

If You register for a free trial for the Service, We will make the Service available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the Service; (b) the start date of any subscription to the Service purchased by You for the Service; or (c) termination of the trial by Us in Our sole discretion. Trial terms and conditions may appear on a trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Service before You make Your purchase. ANY SERVICE DATA YOU ENTER INTO THE SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE

PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICE OR EXPORT SUCH SERVICE DATA BEFORE THE END OF THE TRIAL PERIOD.

SECTION 10. BETA SERVICES

From time to time We may make Beta Services available to You. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to Supplemental Terms that will be presented to You. Beta Services are not considered part of the “**Service**” under this Agreement; however, all restrictions, Our reservation of rights, and Your obligations concerning the Service shall apply equally to Your use of Beta Services. Unless otherwise stated or communicated to You, any Beta Services trial period will expire upon the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

SECTION 11. INTELLECTUAL PROPERTY RIGHTS

11.1. Intellectual Property Rights. Each Party shall retain all rights, title and interest in any Intellectual Property Rights. The rights granted to You to use the Service under this Agreement do not convey any additional rights in the Service or in any Intellectual Property Rights of Lightning MD associated therewith. Subject only to limited rights to access and use the Service as expressly stated herein, all rights, title and interest in and to the Service and all hardware, Software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain with Lightning MD and belong exclusively to Lightning MD.

11.2. Feedback. Lightning MD shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You or other third parties acting on Your behalf. Lightning MD also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback We receive from You or other third parties acting on Your behalf.

11.3. AMA Content. Any content of the American Medical Association (“**AMA**”) is subject to the terms set forth in the AMA End User License Agreement.

11.4. Customer Name. Lightning MD may use Your name and logo in customer lists and related promotional materials describing You as a customer of Lightning MD, which use must be in accordance with Your trademark guidelines and policies, if any, provided to Lightning MD.

SECTION 12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

12.1. Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

12.2. Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Service will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.3 herein.

12.3. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 12.2, THE SITES AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WE DISCLAIM ANY WARRANTY REGARDING ANY PERCENTAGE OF COLLECTION OF CLAIMS FOR YOU.

SECTION 13. INDEMNIFICATION

You will indemnify and hold Lightning MD harmless against any claim (a) arising from or related to use of the Service by You or Your Users in breach of this Agreement; (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret; or (c) arising from any violation of any individual’s privacy rights related to information submitted under Your account, or fraudulent, invalid, inaccurate, duplicate, incomplete, unauthorized, or misleading information submitted under Your Account or by You; provided (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

SECTION 14. LIMITATION OF LIABILITY

14.1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

14.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LIGHTNING MD’S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICE OR CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 14.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICE

AND/OR THE CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO YOU AND YOUR AFFILIATES AND SHALL NOT BE CUMULATIVE.

14.3. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, LIGHTNING MD'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14.4. Any claims or damages that You may have against Lightning MD shall only be enforceable against Lightning MD and not any other entity or its officers, directors, representatives or agents.

SECTION 15. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

15.1. Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior written consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement in connection with any merger or change of control of Lightning MD or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

15.2. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all prior agreements between You and Lightning MD with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

15.3. Amendment. We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by Lightning MD as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 16. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

SECTION 17. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Service and other Software or components of the Service that We may provide or make available to You are subject to U.S. export control and economic sanctions laws as administered and enforced by

the Office of Foreign Assets and Control of the United States Department of Treasury. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software and such other components by You. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software or other components is prohibited under U.S. or other applicable laws or regulations (a ***“Prohibited Jurisdiction”***) and You shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Users to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You and Users are located.

SECTION 18. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

SECTION 19. NOTICE

All notices provided by Lightning MD to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service (***“Courier”***) or U.S. mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address associated with Your Account. You must give notice to Lightning MD in writing by Courier or U.S. mail to Our corporate headquarters address shown on Our Site, Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Riverside County, California. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Service by You.

SECTION 21. FEDERAL GOVERNMENT END USE PROVISIONS

If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Service is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with

48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to You with only those rights as provided under the terms and conditions of this Agreement.

SECTION 22. ANTI-CORRUPTION

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@lightning.md.com.

SECTION 23. SURVIVAL

Sections 2, 3.7, 3.8, 4.4, 5 - 7, 11 - 20, 23, and 24 shall survive any termination of this Agreement. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

SECTION 24. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

24.1. Account: means any accounts or instances created by you or on your behalf within the Service.

24.2. Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

24.3. Agreement: means these Terms of Service together with any and all Supplemental Terms, Order Forms, and Statements of Work, and the Privacy Policy, Business Associate Agreement and AMA End User License Agreement.

24.4. AMA End User License Agreement: means Lightning MD's AMA End User License Agreement, as the same may be amended from time to time.

24.5. Applicable Law: means any international or United States federal, state or local common law, statute, ordinance, rule, regulation, or other requirement enforceable in a court of law or administrative tribunal and any published interpretive guidance, guidelines or opinion issued by a governmental authority with responsibility for enforcing the requirement, which is applicable to You, Your Providers, Your Affiliates, Your Clients, or Lightning MD. Without limiting the foregoing, Applicable Law includes: statutes, regulations and other laws governing Medicare and other Federal Health Care Programs; HIPAA, the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and regulations implemented thereunder; the anti-kickback provisions of the Social Security Act and related regulations; the federal Physician Self-Referral Prohibition provisions of the Social Security Act and regulations adopted thereunder; statutes, regulations and other laws governing the prescribing and dispensing of controlled substances; statutes, regulations and other laws governing pharmacies; and statutes, regulations and other laws governing breach notification, including without

limitation, laws or regulations relating to the transmission of unsolicited or unauthorized communications by email, text, telephone or otherwise; and regulations requiring You to implement internal compliance programs.

24.6. Beta Services: means a product, service or functionality provided by Lightning MD that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

24.7. Business Associate Agreement: means Lightning MD's Business Associate Agreement, as the same may be amended from time to time.

24.8. Client: means a third party that You provide outsourced business processes to as Your customer.

24.9. Confidential Information: means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, Service Data and confidential business information, Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

24.10. Consulting Services: means consulting and professional services (including any training, success or implementation services) provided by Lightning MD Personnel as indicated on an Order Form or Statement of Work.

24.11. Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by Lightning MD to You in the applicable Lightning MD help center(s), or Site; provided, however, that Documentation shall specifically exclude any "community moderated" forums as provided or accessible through any knowledge base(s).

24.12. Force Majeure Event: means an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Lightning MD Services, or acts undertaken by third parties, including without limitation, denial of service attack.

24.13. HIPAA: means the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder.

24.14. Intellectual Property Rights: means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

24.15. Lightning MD: means Lightning MD, a California corporation, or any of its successors or assignees.

24.16. Malicious Software: means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

24.17. Mid-Level Provider: means a person with a professional designation in the following categories, or any other professionally equivalent license: Nurse Practitioner, Physician Assistant, Licensed

Therapist (physical, occupational, speech, respiratory, marriage/family, massage, etc.), Nurse Midwife, Registered Dietician, Mental Health Counselor, or Social Worker.

24.18. Non-Lightning MD Services: means third party products, applications, services, software, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Non-Lightning MD Services which may be integrated directly into Your Account by You or at Your direction.

24.19. Order Form: means the electronic description of the Services to which You are subscribing that we generate and you accept from time to time, which may detail, among other things, the elements of the Service You are authorized to access and use, the Service Capacity authorized under Your subscription, Your Subscription Charges and the Subscription Term.

24.20. Party: means Lightning MD or You.

24.21. Payment Agent: means Lightning MD or a payment agent designated by Lightning MD.

24.22. Permitted User: means (a) Your employees and contractors, (b) employees and contractors of Your Affiliates, and (c) contractors or service providers acting on Your or Your Affiliates' behalf (and their employees and contractors), in each case solely to access the Service for Your benefit in compliance with the terms of this Agreement. If You are a billing company providing billing services for Clients, Permitted Users may also include administrative employees or contractors of your Clients whose access is solely to facilitate your billing services.

24.23. Personnel: means employees and/or non-employee service providers and contractors of Lightning MD engaged by Lightning MD in connection with performance hereunder.

24.24. Physician Provider: means a person with a physician-level medical license, including, but not limited to, the following professional designations: MD, DPM, DPT, DSW, OD, Psy.D, DMD, DDS, DO, DC, or Ph.D.

24.25. Planned Downtime: means planned downtime for upgrades and maintenance to the Service scheduled in advance of such upgrades and maintenance.

24.26. Privacy Policy: means Lightning MD's Privacy Policy, as the same may be amended from time to time.

24.27. Provider: means a person that provides billable patient care or services, including, without limitation, Physician Providers and Mid-Level Providers. For the avoidance of doubt, other medical support staff are not considered Providers, including the following types of personnel: nurse, medical/therapy/dental assistant, technician (lab, radiology, etc.), phlebotomist and case manager.

24.28. Security Measures: means commercially reasonable industry best practices.

24.29. Service: means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, and Documentation that are provided under this Agreement. "Service" excludes (a) Non-Lightning MD Services; and (b) Beta Services. From time to time the names and descriptions of the Service or any individual Service may be changed. To the extent You are given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

24.30. Service Capacity: means the amount of the Service that you are authorized to use (e.g. number of Users, number of Providers, number of claims, storage capacity, bandwidth, number of patients, number of transactions, etc.).

- 24.31. Service Data:** means a subset of Confidential Information comprised of electronic data, text, messages, communications or other materials You submit to or store within the Service.
- 24.32. Service Data Breach:** means an unauthorized access or improper disclosure that has been verified to have affected Your Service Data.
- 24.33. Site:** means a website operated by Lightning MD, including www.lightningmd.com.
- 24.34. Software:** means software provided by Lightning MD (either by download or access through the internet) that allows You to use any functionality in connection with the Service.
- 24.35. Statement of Work:** means a written agreement prepared by Lightning MD and executed or approved by You with respect Our provision of Consulting Services.
- 24.36. Subscription Charges:** means all charges associated with Your access to and use of an Account.
- 24.37. Subscription Term:** means the period during which You have agreed to subscribe to the Service.
- 24.38. Supplemental Terms:** means the additional terms and conditions that are (a) included or incorporated on an Order Form or Statement of Work via hyperlink or other reference; or (b) applicable to Beta Services when activated by You.
- 24.39. Support Site:** means the customer support website operated by Lightning MD.
- 24.40. Taxes:** means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.
- 24.41. User:** means any person or entity who has access to Your Account by or through You.
- 24.42. We, Us or Our:** means Lightning MD as defined below.

Exhibit A
Certain Supplemental Terms

SECTION 1. Third Party Terms

1.1. Twilio Services. If You use the text (SMS) features of the Service, you agree to be bound by the terms of use available here: <https://www.twilio.com/legal/tos>, and the acceptable use policy available here: <http://www.twilio.com/legal/aup>, both of which may be modified from time to time by Twilio as described therein.

SECTION 2. Telemedicine Services. The following terms apply to use of the telemedicine aspects of the Service:

2.1. Telemedicine Medical Services: means the delivery of medical care by Provider to a patient physically located at another site through the use of advanced telecommunications technology that allows Provider to remotely see and hear the Patient in real time.

2.2. Online Terms. Your use of the Service for Telemedicine Medical Services is subject to any additional terms, instructions, Documentation or other conditions that are presented to You as you use the Service, including any notifications, click-through language or other requirements that may be presented to You from time to time. Your continued use of the Services for Telemedicine Medical Services constitutes your acceptance of such online terms.

2.3. Internal Use. Your Permitted Users that are Providers may use the Service to provide Telemedicine Medical Services to Your patients. You shall not provide access to the Services to allow Providers that are not your Permitted Users to provide Telemedicine Medical Services using your Account.

2.4. Your Responsibilities. You are, and will remain, solely responsible for: (a) the provision of all professional medical services and aspects relating to the practice of medicine (for the avoidance of doubt, Telemedicine Medical Services shall be performed by Provider for appropriate visits as determined in Provider's, as applicable, sole professional judgment); (b) documenting the Telemedicine Medical Services in Provider's clinical records; (c) billing and collecting for Telemedicine Medical Services; (d) providing notice to and/or obtaining consent from any third-parties relating to the provision of Telemedicine Medical Services through the Service; (e) ensuring the Service is used in accordance with applicable instructions, training materials and other online material that may be made available by Us from time to time; (f) obtaining and maintaining both the functionality and security of all information technology software solutions and related services necessary to connect to, access or otherwise use the Service; and (g) complying with applicable laws, rules, regulations and standards imposed by government health care programs and other payors, licensing agencies and applicable accreditation bodies, including, without limitation, with respect to the provision of Telemedicine Medical Services.

2.5. Changes to Platform. Lightning MD may, in its sole discretion, make any changes to the Services that it deems necessary or useful to (i) maintain or enhance (A) the quality or delivery of Lightning MD's products or services to its customers, (B) the competitive strength of, or market for, Lightning MD's products or services, (C) the Service's cost efficiency or performance; or (ii) to comply with applicable law.

2.6. Acceptable Use. You shall not, and shall ensure that You Users and Affiliates do not, and shall not authorize, assist or enable any other third party to: Use the Service in any manner that violates the acceptable use policy located at www.nexmo.com/acceptable-use-policy ("AUP").

2.7. DISCLAIMERS. THE TELEMEDICINE ASPECT OF THE SERVICES ARE A BETA SERVICE AND ARE PROVIDED "AS IS." LIGHTNING MD PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM

ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO LIGHTNING MD PARTY WARRANTS THAT ACCESS TO THE LIGHTNING MD TELEMEDICINE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, NO LIGHTNING MD PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO THE LIGHTNING MD TELEMEDICINE PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY CLAIM AGAINST EACH LIGHTNING MD PARTY RELATING TO SUCH TECHNOLOGY SERVICES AND AGREE ANY SUCH CLAIM WILL, AS BETWEEN THE APPLICABLE LIGHTNING MD PARTY AND YOU, BE SOLELY AGAINST SUCH SERVICE PROVIDER. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, YOU ACKNOWLEDGE AND AGREE (A) NO PART OF THE TELEMEDICINE SERVICE CONSTITUTES THE PROVISION OF LEGAL ADVICE OR SERVICES IN ANY MANNER, AND (B) THE TELEMEDICINE SERVICE DO NOT ENSURE YOUR COMPLIANCE WITH APPLICABLE LAWS OR REGULATIONS.

2.8. Indemnity. You shall defend the Lightning MD Parties against any claim, suit, demand, or action made or brought against any Lightning MD party (a) relating to or arising from Your relationship with any patient, including Telemedicine Medical Services provided via the Service; (c) relating to or arising from any Lightning MD Party's permitted use of PHI or Service Data; or (d) relating to arising from Your violation of Applicable Laws or regulations. You shall indemnify and hold harmless the Lightning MD Parties from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) awarded against the Lightning MD Parties relating to any such claim, suit, demand, or action.