

MASTER CLOUD SERVICES AND NETWORK MANAGEMENT AGREEMENT

This Master Cloud Services and Network Management Agreement (the “**Agreement**”) is between Unite USA Inc. a Delaware corporation having its principal place of business at 217 Broadway, Floor 8, New York, NY 10007 (“**Unite Us**”) and the party identified as “Customer” in the Statement of Work or Order Form into which this Agreement is incorporated (“**Customer**”).

Unite Us owns and operates a proprietary case management and network care coordination software tool that enables Network Participants (as defined below) to provide and manage services, collaborate, and transfer specific data either intra-organizationally or across a network (the “**Network**”) of Network Participants (the “**Service Software**,” as hosted by Unite Us and as updated by Unite Us from time to time). This Agreement provides for Unite Us to make the Service Software and other Services (as defined below) available to Customer via the public internet for use by Customer in accordance with the terms and conditions set forth herein. This Agreement is comprised of this Master Cloud Services and Network Management Agreement and the Statement of Work into which this Agreement is incorporated and any additional statements of work, exhibits, schedules or attachments attached hereto and specifically referenced herein. Capitalized terms used herein shall have the meaning set forth in this Agreement or as otherwise defined herein.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 “Authorized User” means an individual who is an employee, consultant or agent of Customer who has been authorized by Customer to access the Service Software pursuant to Customer’s rights under this Agreement.

1.2 “Confidential Information” means information and data relating to a party’s products, services, technology and systems, business requirements and plans, requests for proposal, pricing, finances, costs, and other similar non-public business information which (a) is marked to indicate its confidential or proprietary status or (b) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. The Documentation and Project Materials (each as defined below) shall be considered the Confidential Information of Unite Us. Confidential Information does not include information which a party can demonstrate (w) was or becomes publicly known through no fault of the receiving party; (x) was known by the receiving party before receipt from the providing party; (y) was rightfully received by the receiving party without confidential or proprietary restriction from a source other than the providing party that does not owe a duty of confidentiality to the providing party with respect to such Confidential Information; or (z) was independently developed by the receiving party without the use of the Confidential Information.

1.3 “Covered Affiliate” means any affiliate of Customer that is expressly subject to a Statement of Work under this Agreement.

1.4 “Customer Data” means all data and information entered into the Service Software by Authorized Users.

1.5 “Dispute” has the meaning set forth in Section 14.5.

1.6 “Documentation” means all reference and user manuals and guides describing the Service Software and other supporting technical information, materials and documentation.

1.7 “HIPAA” means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

1.8 “**Implementation Services**” means configuration, implementation and other services specified in an applicable Statement of Work which are provided by Unite Us to Customer to facilitate Customer’s implementation and use of the Services. For the avoidance of doubt, Implementation Services include primarily information technology related services such as software configuration, but shall not include software development or customization or Network Management Services, as further defined below.

1.9 “**Indemnified Party**” has the meaning set forth in Section 11.1.

1.10 “**Indemnifying Party**” has the meaning set forth in Section 11.1.

1.11 “**Intellectual Property Rights**” means worldwide statutory and common law rights associated with: (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and “moral rights”; (c) the protection of trade and industrial secrets and Confidential Information; (d) trademarks and service marks; (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, whether now existing or acquired in the future; and (f) all other intellectual property rights enforceable under the Laws of any jurisdiction where the Services are used or from which any Services are provided.

1.12 “**Law**” means any law, statute, implementing regulation or mandatory agency guidance, executive order, ordinance or case law, including governmental healthcare program statutes, regulations and policies.

1.13 “**Losses**” has the meaning set forth in Section 11.1.

1.14 “**Network**” has the meaning set forth in the Preamble hereto.

1.15 “**Network Data**” means any content or data uploaded, input, submitted, or transmitted to the Network, other than Customer Data.

1.16 “**Network Management Services**” means, if applicable, the non-technical implementation and program management services in support of Customer’s care coordination efforts and the Network, and as further set forth in the Statement of Work. For the avoidance of doubt, “Network Management Services” does not include the Service Software or related platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services but applies to the specific professional services and/or Project Materials described in the applicable executed Statement of Work.

1.17 “**Network Participants**” means those health care and social service providers who have entered into a Network Participation Agreement with Unite Us. For purposes of this Agreement, Network Participants shall also include authorized “public health authorities” permitted to collect and receive protected health information pursuant to 45 C.F.R. § 164.512(b)(i) for public health activities, whether or not such public health authorities have entered into a Network Participation Agreement.

1.18 “**Personal Information**” or “**PII**” means personally identifiable information, data or records relating to or concerning any patient, member, plan participant, employee or contractor of any Customer entity, including, without limitation, PHI (defined below), employee records and, if applicable, “Cardholder Data” under the Payment Card Industry data security standards.

1.19 “**PHI**” means member records and other Protected Health Information as defined under HIPAA.

1.20 “**Project Material**” means any and all materials made available by Unite Us to Customer under this Agreement, including reports, designs, models, dashboards, visualizations, analyses, recommendations, configurations, specifications, work plans, and other similar materials.

1.21 “**Services**” means the Service Software, platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services and any other services, including the Network Management Services, together with all Updates and workarounds, corrections, modifications, and improvements,

provided by Unite Us under this Agreement or as described in an applicable Statement of Work hereto. Any services, functions, processes and responsibilities, whether or not specifically described in an applicable Statement of Work, that are required for or inherent in the proper performance and delivery of the Services described therein shall be deemed to be part of the Services.

1.22 “**Service Software**” has the meaning set forth in the Preamble hereto.

1.23 “**Services Fees**” means the one time and recurring fees for the Services as set forth in an applicable Statement of Work.

1.24 “**Specifications**” means the features, functions, interface specifications and other technical or functional specifications applicable to the Service Software or Services that are identified or referenced in this Agreement, the applicable Statement of Work and the Documentation.

1.25 “**Statement of Work**” means an order form or statement of work setting forth the Services to be provided hereunder, and all applicable Services Fees, that is signed by authorized representatives of Unite Us and Customer.

1.26 “**Unite Us Infrastructure**” means the computer hardware, software, communications systems, IT or telecommunications network and other infrastructure used by Unite Us to host and provide the Service Software.

1.27 “**Term**” has the meaning set forth in Section 13.1.

1.28 “**Updates**” means any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Service Software (and any related Documentation) that may be provided or otherwise made available by Unite Us from time to time to customers of the Services.

2. SERVICES

2.1 Provision of Services. Customer and Unite Us shall execute one or more Statements of Work during the Term of this Agreement and Unite Us shall use commercially reasonable efforts to provide the Services ordered thereunder in accordance with the terms and conditions of this Agreement. Unite Us will perform the setup and Implementation Services set forth in the applicable Statement of Work. Unite Us will provide Customer and its Authorized Users with access via the public internet to the Service Software during the Term subject to the terms and conditions of this Agreement and as further set forth in the applicable Statement of Work. The Services (other than the Network Management Services), the Service Software, Documentation, and any Project Material provided by Unite Us hereunder shall be delivered to Customer only by electronic means. A Statement of Work will be effective only if signed by authorized representatives of both parties referencing this Agreement. Except as otherwise provided in the applicable Statement of Work, the Services Fees set forth in the Statement of Work include all fees and costs for all Services unless otherwise agreed upon by the parties.

2.2 Access to Services. Unite Us shall provide Customer with the credentials and any other materials needed for Customer and its Authorized Users to access and use the Services. Customer may reproduce the Documentation solely as reasonably required for its use consistent with the terms of this Agreement. Customer shall not and shall not permit any Authorized Users to remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Documentation. Each Authorized User accessing the Service Software will enter electronically into an end-user license agreement governing the access to, use of, and all rights and obligations of the end-user relating to the Service Software.

2.3 Hosting Infrastructure. Unite Us shall be solely responsible for the setup, configuration, operation and management of the Services and the Unite Us Infrastructure. The Unite Us Infrastructure used to provide the Services shall be hosted at a physical location in the United States. In no event shall Unite Us copy, store, access, process or maintain any Personal Information outside of the United States. From time to time Unite Us may maintain back-up copies of Personal Information at offsite data storage locations within the United States.

2.4 No Software Development. The parties agree that the performance of any software development or customization services is outside the scope of this Agreement. The parties may elect to enter into a separate Statement of Work setting forth the terms and conditions of any additional development or customization work.

3. USE OF SERVICES BY CUSTOMER

3.1 License to Customer. Unite Us hereby grants to Customer a worldwide, non-exclusive, and non-transferable right and license during the Term to: (a) access and use the Service Software and any related Project Materials for the benefit of Customer and Covered Affiliates as set forth in a Statement of Work; (b) reproduce, distribute and display the Documentation to Authorized Users; and (c) use and access any Network Data as necessary for the care and treatment of patients or individuals seeking treatment or services from Customer in compliance with HIPAA and other applicable Laws relating to privacy.

3.2 Authorized Users. Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer, Covered Affiliates or an Authorized User. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate the terms and conditions set forth in this Agreement. Customer agrees to notify Unite Us immediately upon learning of any unauthorized use of Customer's or an Authorized User's account or any other breach of security.

3.3 Restrictions. Other than as expressly permitted herein, Customer may not and may not permit third parties to: (a) sell, assign, sublicense or otherwise transfer the Service Software or Network Data to third parties; (b) resell the Service Software or Network Data to any third party; (c) use the Service Software to provide or perform service bureau processing, or hosting services for any third party other than Covered Affiliates; (d) otherwise use the Service Software or Network Data for the benefit of any third party other than Covered Affiliates; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Service Software, or the underlying ideas, algorithms or trade secrets therein; (f) use the Service Software to knowingly transmit malware, spam or other unsolicited emails in violation of Law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; or (g) otherwise use the Service Software or Network Data in violation of any Law.

4. SERVICE COMMENCEMENT

4.1 Services Timeline. Unite Us shall commence providing the Services to Customer on the Effective Date unless otherwise specified in the applicable Statement of Work. The timeline for the performance of any Network Management Services and Implementation Services shall be agreed to by the parties and set forth in the applicable Statement of Work.

5. SUPPORT

5.1 Support. Unite Us shall provide the maintenance and support services described herein and in an applicable Statement of Work with respect to the Service Software, including as applicable: (a) causing the Service Software to operate according to the Specifications; (b) performing standard preventive maintenance on the Unite Us Infrastructure used to support the delivery of Service Software; and (c) providing maintenance and support as set forth in the Statement of Work.

5.2 Updates. Unite Us shall maintain and provide periodic Updates to the Services. During the Term, Unite Us shall make all applicable Updates made available by Unite Us to its other customers of the Services available to Customer hereunder. Any Update that requires a material change to Customer's systems, processes or manner of access to the Services shall be subject to Customer's prior written approval. Any Update made available by Unite Us hereunder shall be deemed part of the Services and shall be subject to the terms and conditions of this Agreement. To the extent Unite Us acquires some or all components of the Services and associated Unite Us Infrastructure from third parties, Unite Us shall be responsible for obtaining appropriate updates and upgrades from such third parties and applying them in a manner that does not materially disrupt the provision of Services to Customer.

6. FEES AND PAYMENT

6.1 Services Fees. Customer will pay Unite Us the Services Fees set forth in the Statement of Work. The Service Fees are inclusive of all fees, charges, expenses and costs for Unite Us' performance under this Agreement. Unite Us shall invoice Customer for the Services Fees on the basis set forth in the applicable Statement of Work.

6.2 Payment Terms. Customer will pay all undisputed Service Fees due within thirty (30) days of Customer's receipt of an invoice from Unite Us, with the exception of the first invoice, which shall be payable on the Effective Date. If the Customer disputes an invoice in whole or in part, Customer will provide written notice to Unite Us stating the amount and basis of Customer's objection of receipt of the invoice. Past due amounts which are not subject to a good faith dispute shall bear a late payment charge, until paid, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable Law, whichever is less.

6.3 Taxes. Customer shall pay all applicable state sales or use taxes to Unite Us resulting from the provision of Services under this Agreement or will provide proof of exemption from such taxes to Unite Us within thirty (30) days of the Effective Date.

7. PROPRIETARY RIGHTS

7.1 Unite Us' Proprietary Rights. As between Unite Us and Customer or any Authorized User, Unite Us and its licensors own and shall retain all Intellectual Property Rights in and to the Services, the Service Software, Project Materials and Documentation and the Unite Us Infrastructure used to provide the Services to Customer and the other Authorized Users under this Agreement, subject to the rights granted to Customer and the other Authorized Users in this Agreement. Customer and its Authorized Users shall only have those rights and licenses to access and use the Services expressly granted by Unite Us hereunder. If Customer provides any feedback to Unite Us concerning the functionality and performance of the Services (including identifying potential errors or improvements), Customer hereby assigns to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction.

7.2 Customer's Proprietary Rights. As between Customer and Unite Us, Customer owns and shall retain all Intellectual Property Rights in and to Customer Data and any of its own Confidential Information (including Personal Information) disclosed or created by Customer hereunder. Unite Us shall have only those rights to access and use Customer Confidential Information in the performance of the Services as expressly granted by Customer hereunder. Customer also retains all Intellectual Property Rights in and to all Customer systems, software, patents, copyrights and trade secrets that Unite Us may access or use in its performance of Services for Customer hereunder.

8. DATA

8.1 Data Restrictions. Customer may include PII in Customer Data and provide PII to Unite Us in the course of using the Services only if: (a) disclosure of such PII is necessary for Customer's exploitation of the Services; (b) Customer has all consents, rights and authorizations necessary to provide Unite Us with the Customer Data hereunder; (c) such PII is collected by Customer and disclosed to Unite Us pursuant to and in accordance with Customer's applicable privacy policies and (d) Customer's provision of such PII to Unite Us and Unite Us's retention and use of such PII by Unite Us as contemplated under this Agreement does not and will not violate any applicable Customer privacy policy or any applicable Laws.

8.2 Data License. Customer hereby grants Unite Us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, modify, distribute and display Customer Data (i) on the Service Software, (ii) for Network evaluation and reporting purposes and (iii) in connection with providing the Services to Customer. Customer also grants all Network Participants and their Authorized Users a license to access the Customer Data, and to use and exercise all rights in it, as permitted by the functionality of the Services, provided that the Network Participants and their Authorized Users may not (i) upload, input, submit, transmit, sell, assign, lease, license, or otherwise provide the Customer Data to third parties who are not part of the Network or (ii) use the Customer Data in violation of applicable Law.

9. CONFIDENTIAL INFORMATION

9.1 Use and Disclosure Restrictions. Each party agrees: (a) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this Section 9; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

9.2 Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of Confidential Information set forth in Section 9.1, the receiving party may use or disclose Confidential Information to the extent the receiving party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable Law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information.

9.3 Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of the Personal Information and other Confidential Information, there may be no adequate remedy at law to compensate the disclosing party for the breach of this Section 9; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this Agreement, or otherwise.

10. REPRESENTATIONS AND WARRANTIES

10.1 Services Warranty. Unite Us represents, warrants, and covenants that, in all material respects: (a) all Services and any Project Materials will operate in accordance with their applicable Documentation and will conform to their Specifications; (b) all Services will be provided in a professional and workmanlike manner and in accordance with generally accepted industry standards; (c) Unite Us' performance of the Services as provided herein will not violate or contravene any applicable Law promulgated by any applicable government or regulatory body (including HIPAA); (d) it owns or has the right to license to Customer the Service Software as licensed herein; and (e) to the knowledge of Unite Us, Unite Us' employees, contractors and agents are legally authorized to work at their work locations, and have the certifications, skills and qualifications necessary to perform the Services as set forth herein or in an applicable Statement of Work.

10.2 Malware, Viruses and Disabling Devices. Unite Us shall use commercially reasonable efforts designed to ensure the Services and any other Project Materials do not include any of the following: (a) malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down the Services or Customer's processing environment or (b) computer instructions, code or other devices intended by Unite Us to limit the use of the Services to particular computers, servers or processors/CPUs.

10.3 Customer. Customer represents, warrants and covenants to Unite Us that Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement. Customer further represents and warrants to Unite Us that: (a) Customer will not, or allow an Authorized User or third party to, take any action, or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services that infringes any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity, or, that violates any Law or contract; (b) Customer will not,

or allow an Authorized User or third party to, use the Services in violation of any Law, including HIPAA and any Laws regarding data privacy, marketing or unsolicited messaging, such as the "CAN-SPAM" Act of 2003, 15 U.S.C. §§ 7701-7713 or the Telephone Consumer Protection Act, and any similar Laws of any applicable jurisdiction; (c) the Customer Data will not contain any obscene, defamatory, infringing, illegal, deceptive, or hateful content; (d) the Customer Data will be free of any malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt damage, disable, alter, inhibit or shut down the Services or Service Software; and (e) Customer has obtained, and is deemed to have hereby granted all rights and/or licenses necessary to grant the rights granted by it in this Agreement.

10.4 Sole and Exclusive Remedy. Customer's sole and exclusive remedy for a breach of Sections 10.1 or 10.2 will be, at Unite Us' option, to either replace or correct the defective portion of the Services, or in the case of 10.1(e), replace or retrain the objectionable employee or contractor within thirty (30) days of being informed of the breach of warranty by Customer.

10.5 Disclaimer of Warranty. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE SOFTWARE AND SERVICES ARE AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. THE SERVICE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED HEREIN, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE SOFTWARE (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION AND PROJECT MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE LICENSED SOFTWARE OR SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification. Each of Unite Us and Customer (each an "Indemnifying Party") agree to indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) the other, their affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against any losses arising from third party claims (collectively, "Losses") (other than liability arising from the willful misconduct or gross negligence of the Indemnified Party) arising from or in connection with an Indemnifying Party's performance of any Services under this Agreement or breach of any obligation or representation, warranty or covenant hereof, but solely to the extent that such liability is directly attributable to such Indemnifying Party. Additionally, Customer shall indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) Unite Us, its affiliates, and any employee or agent thereof against any third-party claim relating to or arising out of any aspect of the Customer Data used in accordance with this Agreement. The foregoing indemnities shall be subject to (a) the Indemnifying Party having sole control of the defense of such action at its option; (b) the Indemnified Party promptly notifying the Indemnifying Party upon learning of any claim to which the foregoing obligations will apply; and (c) the Indemnified Party providing all reasonable assistance requested by the Indemnifying Party with respect thereto.

11.2 Sole and Exclusive Remedy. The sole and exclusive remedy for all Losses arising out of this Agreement shall be the indemnification provisions set forth in Section 11.1.

11.3 Insurance. Unite Us shall maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement: (a) all insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits; (b) employer's liability insurance with no less than a \$1,000,000 limit; (c) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Unite Us' liability under this Agreement; (d) professional liability or errors and omissions insurance covering failure of the Services to conform to

Specifications with limits of at least \$2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for two (2) years after the termination or expiration of this Agreement; (e) automobile (or other motor vehicle) liability insurance with not less than a \$1,000,000 limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement; (f) if this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of not less than \$2,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for one (1) year after the termination or expiration of this Agreement; and (g) excess liability insurance with not less than a \$2,000,000 limit for the commercial general liability policy required in subsection (c) above.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER, ANY AUTHORIZED USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE SERVICE SOFTWARE OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO UNITE US PURSUANT TO THIS AGREEMENT AND THE STATEMENT OF WORK THAT IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12.2 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

13. TERM AND TERMINATION

13.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire with the last to expire Statement of Work (the "**Term**").

13.2 Termination for Cause. If either party materially defaults in any of its obligations under this Agreement or a Statement of Work, the non-defaulting party shall have the right to terminate this Agreement or the applicable Statement of Work, in whole or in part, as the case may be, by written notice to the other party if the defaulting party is unable to cure the material default within thirty (30) days after receiving written notice of such default, which may be extended for an additional thirty (30) day period upon the defaulting party's reasonable request in the event that the defaulting party is exercising reasonable efforts to cure the breach but is unable to do so within the initial thirty (30) day period. In addition to any other remedies Customer may have, in the case where Customer is the non-defaulting party, Customer will be entitled to a pro rata refund of Service Fees paid to Unite Us for any Services paid for but not provided as of the termination date. Upon the early termination of this Agreement where the Customer is the defaulting party, Customer will pay in full for the Services up to and including the last day on which the Services are provided.

13.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party: (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing by means of a publicly available press release its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a

general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

13.4 Effect of Termination. Upon written request by either party each party shall return (or destroy and certify the destruction thereof) all Confidential Information of the other party in its possession or control; provided, however, that neither party shall be obligated to return information maintained in archival form if return or destruction of information is prohibited by applicable Law. Termination of this Agreement, or a Statement of Work, by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. No termination of this Agreement shall relieve either party from liability for any breaches occurring prior to the effective date of such termination. Except as expressly set forth herein, all licenses granted pursuant to this Agreement shall terminate upon termination or expiration of this Agreement.

13.5 Survival. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 1 (Definitions), 7 (Proprietary Rights), 8 (Data), 9 (Confidential Information), 10.5 (Disclaimer of Warranty), 11 (Indemnification and Insurance), 12 (Limitation of Liability), 13 (Term and Termination), and 14 (General Provisions) and the terms and conditions of any related Business Associate Agreement, shall survive the expiration or any termination of this Agreement.

14. GENERAL PROVISIONS

14.1 Compliance with Laws. Each party will maintain such licenses and certifications required by all applicable Laws and safety orders of the city, county, state and country where such party is located and where the Services are delivered. Each party will comply with all applicable Laws, including without limitation, the Federal Anti-Kickback statute (42 U.S.C. § 1320a-7b) and HIPAA, as amended. If, due to the nature of the Services provided, it is determined by Customer or Unite Us that Unite Us is acting as its business associate pursuant to HIPAA, Unite Us will enter into an appropriate Business Associate Agreement with Customer.

14.2 Independent Contractor. Unite Us is an independent contractor and engages in the operation of its own business. Neither party is or will be deemed the agent of the other party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venture between the parties.

14.3 Successors and Assigns. Neither party will assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement or any Statement of Work to its affiliate or in connection with a change of control, merger or acquisition of all or substantially all of the assets to which this Agreement relates. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

14.4 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York. Each party hereby irrevocably agrees to submit to the personal and exclusive jurisdiction and venue of such courts and hereby waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14.5 Dispute Resolution. In the event either party issues a written notice of a dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a "**Dispute**"), each party will appoint a senior representative who will meet for the purpose of endeavoring to resolve the Dispute. If the Dispute continues unresolved after ten (10) business days, then upon the written request of either party, each of the parties will appoint

a designated senior business executive who will meet within ten (10) business days for the purpose of endeavoring to resolve the Dispute. During the thirty (30) day period following such meeting (or such other period as the parties may agree in writing), the designated senior business executives will meet as often as the parties reasonably deem necessary in order to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. If a Dispute is not resolved by the parties within ninety (90) days after the issuance of the initial written notice under this provision, either party may take any available action in Law or in equity. Nothing in this provision shall prevent a party from seeking equitable relief before commencing or during the foregoing informal dispute resolution processes.

14.6 Notices. All notices provided under this Agreement will be in writing, shall reference this Agreement, and will be deemed given upon receipt if sent as follows: (a) personally delivered; (b) by overnight mail by USPS or a courier service with confirmed delivery; (c) by USPS certified mail (return receipt requested); or (d) by electronic means, provided that delivery can be confirmed. If notice is mailed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set forth on the signature page of this Agreement. These addresses may be changed by written notice to the other party.

14.7 Publicity. Customer agrees to: (a) work with Unite Us to issue a mutually agreeable press release within a reasonable time following the Effective Date; (b) to assist in writing a case study which Unite Us may use in its marketing materials; and (c) to allow Unite Us to add Customer's name and/or logo to its promotional and marketing materials and on its website. Other than as specifically set forth above, neither party will, without the prior written consent of the other, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other party, or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties, without the prior written consent of the other party.

14.8 No Waiver; Severability; Remedies; No Joint Liability. The waiver of a breach of any term or condition of this Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the parties in writing. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the Law and all other parts of this Agreement will remain enforceable. The rights and remedies of the parties provided in this Agreement are cumulative and are in addition to any other rights and remedies provided by Law.

14.9 Controlling Terms. The provisions of this Agreement supersede any inconsistent provisions in Unite Us' Network Participation Agreement or any quote, proposal, confirmation, acceptance, acknowledgement or similar form.

14.10 Entire Agreement. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement, including all exhibits, attachments, and any Statements of Work entered into hereunder (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between Customer and Unite Us regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of Customer and Unite Us.

14.11 Construction. The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.