

VisuWell EULA

1. DEFINITIONS

“Authorized Site” means www.wecounsel.com or any related website or URL operated by Licensor for the purpose of providing the Service.

“Authorized User” means the person and/or entity (and all of its employees) who are authorized to and do access and use the Service.

“Customer Confidential Information” is defined in Section 7 below.

“Customer Data” means data, information and/or records collected, stored, submitted, or inputted by or on behalf of an Authorized User into or otherwise processed or recorded through the Service.

“Documentation” means all user manuals and other written material provided by Licensor pursuant to this AULA that describe the functionality or assist in the use of the Service.

“Go Live Date” means the date when the completed and approved Authorized Platform is made fully accessible to Authorized Users in a live environment.

“Licensor” means VisuWell

“Service” means Licensor’s interactive platform, including Licensor’s Software Products provided on a Software-as-a-Service basis, that: (a) allows treatment providers and their clients to interact online for the purpose of receiving and providing professional medical service related to the client’s treatment; and (b) provides treatment providers with certain practice management tools including, but not limited to, scheduling, messaging, note taking, and record keeping tools in addition to other Service that support the provision of professional or medical services. Service also includes Virtriage, which is provided outside the platform.

“Virtriage” means Licensor’s product called Virtriage.

“Software Products” means Licensor’s software products provided through the Service, as set forth in an applicable Order Form.

2. LICENSE.

a. Grant. Subject to the terms and conditions set forth herein, Licensor hereby grants to Authorized User a limited, nonexclusive, royalty-bearing, nontransferable, non-sublicensable right and license to access and use the Service during the Term exclusively for Authorized User’s own internal business operations and at the Authorized Site, and to use the Documentation solely in connection with Authorized User’s use of the Service.

. License Restrictions. Except as specifically granted herein, Licensor owns and retains all right, title, and interest in the Software Products, Service, Documentation, and any and all related materials. No action of Licensor or any third party shall be deemed to or result in a transfer of ownership rights in the Software Products, Documentation, or any related materials. Each Authorized User shall retain all copyright and trademark notices on the Service and Documentation and shall take other necessary steps to protect Licensor’s intellectual property rights.

c. Usage Restrictions. Authorized User shall not (i) permit any third party to access the Service, except as expressly permitted herein, (ii) create derivative works based on the software, program code or user interfaces comprising the Service, (iii) copy, frame or mirror the Service other than copying or framing on Authorized User's own intranets or otherwise for Authorized User's own internal business purposes, (iv) reverse engineer the Service, (v) systematically access the Service using "bots" or "spiders", or any automated system that calls to the Service more frequently than may reasonably be performed by a human user using a standard web browser, or attempt to gain unauthorized access to the Service or the related systems or networks, or (vi) access the Service in order to (A) build a competitive commercial product or service of comparable function and features, or (B) copy any features, functions or graphics of the Service.

4. LICENSOR OBLIGATIONS.

Licensor shall use commercially reasonable efforts to make the Service available to Authorized User 24 hours a day, 7 days a week, except for: (a) planned downtime or outages, or (b) any unavailability caused by circumstances beyond Licensor's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Licensor's employees), or internet service provider failures or delays, denial of service attacks, or hacking attacks or infiltration by a third-party of any kind. Any planned downtime longer than 30 minutes will occur between 12am EST- 6am EST.

5. AUTHORIZED USER OBLIGATIONS

a. Responsibility for Users. Authorized User will (a) remain responsible for all obligations arising in connection with any use of the Service by any other person or entity authorized by, through or as a result of an act or omission of Authorized User ("Other User"); (b) be liable for any act or omission by any Other User, which, if performed or omitted by Authorized User, would be a breach of these terms; and (c) any such act or omission of any Other User will be deemed to be a breach by Authorized User.

b. Unauthorized Use. Authorized User shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, Software Products and the Authorized Site and shall notify Altera promptly of any such unauthorized access or use.

c. Compliance with Applicable Laws. Authorized User shall use the Software Products and Service only in accordance with applicable laws and government regulations (including without limitation those pertaining to unsolicited email), be responsible, along with any agent or designated representative from its client companies.

d. Authorized User Participation. Authorized User acknowledge that provision of the Service and certain obligations of Licensor hereunder may be dependent upon Authorized User providing access to Customer Confidential Information as required for Altera and Licensor to perform its obligations under the Agreement. Authorized User agrees to cooperate with any reasonable requests for Customer Confidential Information.

e. "Powered by VisuWell" or Licensor's then-current brand shall be represented in the footer section of each page of the Software Products.

6. CONFIDENTIALITY

Authorized User acknowledges that the Software Products, Documentation, and Service and all information relating to the business and operations of the Licensor that Authorized User learns or has learned during or prior to the Term of this EULA, may be the valuable, confidential, and proprietary

information of the Licensor (such information referred to herein as “Licensor Confidential Information”). Prior to and during the Term, and at all times afterwards, Authorized Users, and any related employees, contractors, consultants, and agents, will (a) safeguard the Licensor Confidential Information with the same degree of care that it uses to protect its own confidential information; (b) maintain the confidentiality of the Licensor Confidential Information; (c) not use the Licensor Confidential Information except as permitted herein; and (d) not disseminate, disclose, sell, publish, or otherwise make available the Licensor Confidential Information to any third party without the prior written consent of Licensor.

Licensor acknowledges that certain information that may be disclosed to Licensor an Authorized User or that Licensor may have access to by way of its providing Service, including customer or client lists, may be valuable, confidential and proprietary information of Authorized User, as applicable, (referred to herein as “Customer Confidential Information”). Licensor, and its employees, contractors, consultants, and agents, will (a) safeguard the Customer Confidential Information with the same degree of care that it uses to protect its own confidential information; (b) maintain the confidentiality of the Customer Confidential Information; (c) not use the Customer Confidential Information except as permitted herein; and (d) not disseminate, disclose, sell, publish, or otherwise make available the Customer Confidential Information to any third party without the prior written consent of Authorized User, as applicable.

Licensor Confidential Information and Customer Confidential Information shall not include PHI. The receiving party of Licensor Confidential Information or Customer Confidential Information, as applicable, may disclose such information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party's information Licensor Confidential Information or Customer Confidential Information, as applicable, as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Licensor Confidential Information or Customer Confidential Information, as applicable.

7. AUDIT

Licensor or its designated representatives may access and review Authorized User's records within the Service's administrative portal to verify compliance with these terms. If, in the course of any audit, Licensor determines that the number of Authorized Users for any Service is in excess of the number of properly paid Authorized Users then Authorized User shall be responsible for paying for such excess use at Licensor's then-current rates for Authorized User, including without limitation Authorized Users accessing the Service under a part-time subscription who are exceeding the part-time subscription limits.

8. VITRIAGE.

This Section 8 applies to the Virtriage product. Authorized User is engaged in the practice of medicine. Virtriage is an informational tool for the Authorized User to provide clinical information to its patients. Before using the Virtriage product, Authorized User must use its professional judgment in making configuration decisions for Virtriage. Neither Licensor (nor its licensors) are responsible for the content of the Virtriage service as approved by Authorized User.