

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is made and entered into as of the Effective Date defined herein by and between Healthnity, Inc. (hereinafter, "Medssenger"), a Delaware corporation with its principal place of business at 213 Southway Street, Baltimore, Maryland 21218, and the individual to whom the Enduser App, as defined below, is licensed under this Agreement (hereinafter, "You"). This Agreement governs Your use of Medssenger's Enduser App, as defined below.

1. Definitions

1.1 "Content" means all information, excluding the Enduser App and Medssenger Software themselves, that You create or to which You have access through Your use of the Enduser App.

1.2 "Effective Date" means the date on which You first install the Enduser App.

1.3 "Enduser App" means the version of the Medssenger application delivered with this Agreement, including its object code, associated web sites, and any supplemental updates, fixes, patches, or materials provided or made available to You by Medssenger in connection with that version.

1.4 "Medssenger Software" means the Enduser App, together with related software separately licensed to healthcare providers to configure and use the Enduser App and related Medssenger software, including the object code, associated web sites, and any supplemental updates, fixes, patches, or materials.

1.5 "PHI" is individually identifiable health information protected by the Health Insurance Portability and Accountability Act of 1996, as amended, 45 C.F.R. Part 160 and Part 164, the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, as amended, and other applicable federal and state laws (collectively, "HIPAA").

2. Acceptance of this Agreement

To use the Enduser App, You must first agree that Your use is governed by this Agreement. You accept this Agreement by indicating Your acceptance within the Enduser App user interface where this option is made available to You. In addition, Your use of the Enduser App constitutes acceptance of this Agreement.

3. Grant of License

3.1 For Your acceptance of this Agreement and use of the Enduser App, Medssenger grants to You as an end user a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use, as a patient, customer, affiliate, or partner of one or more providers who license and employ the Medssenger Software, the object code version of the Enduser App

delivered with this Agreement, together with any updates, upgrades, revisions, modifications, additions, corrections, and fixes later supplied by Medssenger.

3.2 The license granted to You by this Agreement does not permit You to develop, customize, structure, or modify the Enduser App, including without limitation to alter in any way the structure, flow, or authorizations associated with any Medssenger Software process.

3.3 The license granted by this Agreement is solely for Your use and benefit. You may not permit third parties, including, without limitation, other members of the public, to access or use the Medssenger Software. Such persons must enter a separate license agreement with Medssenger.

3.4 In the event You later separately acquire another version of the Enduser App, the end user license agreement contained within or delivered with that version shall govern its use.

4. User Restrictions. As a licensee under this Agreement, You agree that You may not, and You may not permit anyone else to:

4.1 Copy, modify, reverse engineer, decompile, create a derivative work from, translate, disassemble, recompile, or otherwise extract the Enduser App or Medssenger Software source code, in whole or in part.

4.2 Assign, sublicense, grant a security interest in, or otherwise transfer Your right to use the Enduser App.

4.3 Copy, distribute, duplicate, sell, trade, or resell the Enduser App, in whole or in part, without paying Medssenger the applicable additional fees.

4.4 Engage in any activity intended to interfere with or disrupt the operation of Medssenger.

4.5 Use the Medssenger Software in a manner other than as specifically permitted in this Agreement.

5. Patient Privacy and Personal Health Information

Medssenger adheres to the privacy protections stated in its *Business Associates Agreement* with healthcare providers licensed to use the Medssenger Software. Medssenger warrants that those protections comply with HIPAA.

6. Responsibility for Content Entered into or Transmitted by in the Medssenger Software

6.1 You acknowledge that Medssenger is not responsible for any Content entered into, transmitted through, or used in connection with the Enduser App and, instead, the person(s) who originated, substantively amended, or use any such Content are responsible for the veracity and accuracy of that information or for its proper use.

6.2 You agree that Medssenger has no responsibility to You or to any third party, for any Content that You create, transmit, or use through the Enduser App or Medssenger Software, and for the consequences of Your creation, transmission, or use of that Content.

6.3 You acknowledge that Content may include hyperlinks or references to information or resources over which Medssenger may have no control. You agree that Medssenger is not responsible for the availability, accuracy, or reliability of any such information or resources. You agree that Medssenger is not liable for any loss, damage, or injury that may be incurred or experienced by You as a result of Your use of Medssenger or reliance on the completeness, accuracy, or existence of such information or resources.

7. Proprietary Rights

7.1 You acknowledge and agree that Medssenger owns all legal right, title and interest in and to the Enduser App and Medssenger Software, including, except as otherwise agreed with a licensed provider, any intellectual property rights which exist in related services provided by Medssenger, whether those rights are registered or not, and irrespective of where those rights may exist or be recognized.

7.2 Nothing in this Agreement gives You a right to use Medssenger's trade names, trademarks, service marks, domain names, or other distinctive brand features.

7.3 Medssenger retains the right to use, for product analysis, development, and other business purposes, data derived from Content that does not reflect or disclose PHI. These Medssenger rights extend to non-PHI data that configure or administer Client accounts.

8. Associates, Changes in and Unavailability of the Medssenger Software

8.1 Certain persons and entities ("Associates") provide services to Medssenger relating to the Enduser App and Medssenger Software. You acknowledge and agree that Medssenger may rely on such Associates to provide those services.

8.2 Medssenger continuously innovates to develop the Enduser App and Medssenger Software. You acknowledge and agree that Medssenger may change from time to time without prior notice to You.

8.3 As part of the innovation process, Medssenger may, from time to time, cause the Enduser App to download and install updates for the purpose of improving or further developing the Enduser App. These downloads may fix bugs, enhance functions, add software modules, or replace earlier versions. You agree to receive such updates as part of Your use of the Enduser App.

8.4 Due to such updates or otherwise, the Enduser App may, from time to time, be unavailable to users. You acknowledge and agree that Medssenger may temporarily be unavailable to You or other users without prior notice.

8.5 You acknowledge and agree that exigent circumstances may require that Medssenger take steps to disable Your access to the Enduser App, and if Medssenger disables Your access, You may be prevented from any Content which is contained in or accessed through Your account.

9. Your Retained Rights

9.1 You retain any copyright and other rights You may hold in that part of the Content that You submit, post, or display.

10. The Term and Termination of this Agreement

10.1 This Agreement will continue until terminated by either You or Medssenger.

10.2 Medssenger may terminate this license at any time if: (a) You breach any terms of this Agreement or act in manner tending to show that You do not intend or are unable to comply with the Agreement; (b) Medssenger is required to do so by law, such as if the provision of Medssenger to You is or becomes unlawful, in whole or in part; (c) the relationship between Medssenger and any partner with or through which Medssenger offered the Enduser App to You is terminated for any reason; (d) Medssenger ceases offering the Enduser App to users in the region, industry, or sector in which You use the application; or (e) providing the Enduser App to You is, in Medssenger's opinion, no longer commercially viable.

10.3 When the license comes to an end, any the legal rights, obligations, and liabilities that You and Medssenger have or have been subject to, which are expressed to continue indefinitely, shall be unaffected by the cessation, and the provisions of sections 12, 13, and 14 below shall continue to apply to such rights, obligations and liabilities indefinitely.

11. EXCLUSION OF WARRANTIES

11.1 MEDSSENGER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW CONSISTENT WITH THE TERMS OF THIS AGREEMENT. SOME JURISDICTIONS, HOWEVER, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT MEDSSENGER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ENDUSER APP AND ANY ASSOCIATED SERVICES IS AT YOUR SOLE RISK AND THAT THE ENDUSER APP AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.3 IN PARTICULAR, MEDSSENGER DOES NOT REPRESENT OR WARRANT TO THAT: (A) YOUR USE OF THE ENDUSER APP WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE ENDUSER APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE ENDUSER APP WILL BE ACCURATE OR

RELIABLE; OR (D) THAT ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE ENDUSER APP WILL BE CORRECTED.

11.4 ANY CONTENT USED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE ENDUSER APP IS USED BY YOU AT YOUR OWN DISCRETION AND RISK. YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU, A THIRD PARTY, OR ANY DEVICE OR SYSTEM, AND FOR ANY LOSS OF DATA, THAT RESULTS FROM THE USE OR DOWNLOAD OF ANY SUCH CONTENT.

11.5 YOU AGREE THAT, IN ENTERING INTO THIS AGREEMENT, EITHER YOU DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT, OR IF YOU DID RELY ON ANY REPRESENTATIONS, YOU SHALL HAVE NO REMEDY AGAINST MEDSSENGER IN RESPECT OF SUCH REPRESENTATIONS.

11.6 MEDSSENGER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY

12.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 11.1 ABOVE, YOU UNDERSTAND AND AGREE THAT MEDSSENGER, ITS PRINCIPALS, AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS LIMITATION INCLUDES BUT IS NOT LIMITED TO ANY LOSS OF PROFIT, GOODWILL, OR BUSINESS REPUTATION, ANY LOSS OF DATA, ANY COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, AND ANY OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY CONTENT; (II) ANY CHANGES WHICH MEDSSENGER MAY MAKE TO THE ENDUSER APP; (III) FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF MEDSSENGER OR ANY PART OF IT; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY CONTENT; OR (V) YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION.

12.2 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 11.1 ABOVE, YOU UNDERSTAND AND AGREE THAT THE LIMITATIONS ON MEDSSENGER'S LIABILITY STATED IN PARAGRAPH 12.1 ABOVE SHALL APPLY WHETHER OR NOT MEDSSENGER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13. General Legal Terms

This Agreement constitutes the whole legal agreement between You and Medssenger governing Your use of the Enduser App.

13.1 You agree that Medssenger may provide You with notices, including those regarding changes to the Agreement, by email, regular mail, or postings on the Enduser App.

13.2 You agree that if Medssenger does not exercise or enforce any legal right or remedy which is contained in the Agreement, or which Medssenger may otherwise have under applicable law, Medssenger will not thereby waive any such rights.

13.3 If any court having competent jurisdiction rules that any provision of this Agreement is invalid, then that provision will be deemed removed from the Agreement for purposes of that proceeding without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

13.3 This Agreement and the relationship between You and Medssenger shall be governed by the laws of the State of Delaware without regard to its conflict of laws and provisions. You and Medssenger agree to submit to the exclusive jurisdiction of the state and federal courts located within the State of Maryland to resolve any legal matter arising from this Agreement, and the parties consent to the jurisdiction of those tribunals. Notwithstanding this, You agrees that Medssenger may apply for injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.