

VALHALLA HEALTHCARE, INC. MASTER SUBSCRIPTION AGREEMENT

1. THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF ALLEVIA, A SOFTWARE AS A SERVICE PROGRAM OWNED BY VALHALLA HEALTHCARE, INC. ("VALHALLA") IF CUSTOMER REGISTERS FOR A FREE TRIAL OF ALLEVIA OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.
2. VALHALLA's direct competitors are prohibited from accessing the Services, except with VALHALLA's prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. This Agreement was last updated on January 1, 2019. It is effective between Customer and VALHALLA as of the date of Customer's accepting this Agreement. "Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
3. VALHALLA RESPONSIBILITIES
 - a. **Provision of Purchased Services.** VALHALLA will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable VALHALLA standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which VALHALLA shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond VALHALLA's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VALHALLA employees), Internet service provider failure or delay, Non-VALHALLA Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to VALHALLA's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
 - b. **Protection of Customer Data.** VALHALLA will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, VALHALLA will make Customer data available to Customer for export or download. After such 30-day period, VALHALLA will have no obligation to maintain or provide any Customer data, and will thereafter delete or destroy all copies of Customer data in its systems or otherwise in its possession or control, unless legally prohibited.
 - c. **VALHALLA Personnel.** VALHALLA will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with VALHALLA's obligations under this agreement, except as otherwise specified in this Agreement.
 - d. **Beta Services.** From time to time, VALHALLA may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.valhalla.healthcare/company/legal/agreements.jsp>.
 - e. **Free Trial.** If Customer registers on VALHALLA's website for a free trial, VALHALLA will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by VALHALLA in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
4. ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY VALHALLA" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND VALHALLA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD.
5. USE OF SERVICES AND CONTENT
 - a. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by VALHALLA regarding future functionality or features.
 - b. **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, VALHALLA may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding VALHALLA's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon VALHALLA's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
 - c. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-VALHALLA Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify VALHALLA promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.allevia.md/company/legal/agreements> Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-VALHALLA Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in VALHALLA's judgment threatens the security, integrity or availability of VALHALLA's services, may result in VALHALLA's immediate suspension of the Services.
 - d. **Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-VALHALLA Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-VALHALLA Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, and
 - e. **Removal of Content and Non-VALHALLA Applications.** If Customer receives notice that Content or a Non-VALHALLA Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in VALHALLA's judgment continued violation is likely to reoccur, VALHALLA may disable the applicable Content, Service and/or Non-VALHALLA Application. If VALHALLA is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, VALHALLA may discontinue Customer's access to Content through the Services.
6. FEES AND PAYMENT
 - a. **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
 - b. **Invoicing and Payment.** Customer will provide VALHALLA with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to VALHALLA. If Customer provides credit card information to VALHALLA, Customer authorizes VALHALLA to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, VALHALLA will invoice Customer in advance and otherwise in

accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to VALHALLA and notifying VALHALLA of any changes to such information.

- c. **Overdue Charges.** If any invoiced amount is not received by VALHALLA by the due date, then without limiting VALHALLA's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) VALHALLA may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section below.
- d. **Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized VALHALLA to charge to Customer's credit card), VALHALLA may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, VALHALLA will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.
- e. **Payment Disputes.** VALHALLA will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- f. **Taxes.** VALHALLA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If VALHALLA has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, VALHALLA will invoice Customer and Customer will pay that amount unless Customer provides VALHALLA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, VALHALLA is solely responsible for taxes assessable against it based on its income, property and employees.

7. PROPRIETARY RIGHTS AND LICENSES

- a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, VALHALLA, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- b. **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- c. **License by Customer to VALHALLA.** Customer grants VALHALLA, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-VALHALLA Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for VALHALLA to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-VALHALLA Application with a Service, Customer grants VALHALLA permission to allow the Non-VALHALLA Application and its provider to access Customer Data and information about Customer's usage of the Non-VALHALLA Application as appropriate for the interoperation of that Non-VALHALLA Application with the Service. Subject to the limited licenses granted herein, VALHALLA acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-VALHALLA Application or such program code.
- d. **License by Customer to Use Feedback.** Customer grants to VALHALLA and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of VALHALLA's or its Affiliates' services.

8. CONFIDENTIALITY

- a. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- b. **Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- a. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- b. **VALHALLA Warranties.** VALHALLA warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) VALHALLA will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-VALHALLA Applications" section above, VALHALLA will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
- c. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

10. LIMITATION OF LIABILITY

- a. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.
- b. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES.

11. TERM AND TERMINATION

- a. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- b. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form.
- c. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) 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.
- d. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, VALHALLA will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by VALHALLA in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to VALHALLA for the period prior to the effective date of termination.

12. GENERAL PROVISIONS

- a. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between VALHALLA and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- b. **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. There are no third-party beneficiaries under this Agreement.
- c. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- d. **Notices, Governing Law, and Venue.** Texas law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit will be exclusively in Harris County, Texas.
- e. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email.