

Terms of Use

Last Modified: May 18, 2021

These Terms of Use (“Agreement”) govern your access to and use of the websites (like <https://www.predictionhealth.com/> and other websites that reference this Agreement, collectively referred to as the “Sites”). The Sites are operated by Prediction Health, Inc. doing business as PredictionHealth (“PredictionHealth,” “us,” “we” and/or “our”) and has been created to provide information about our company and our physician support services, mobile applications and related products and services (together with the Sites and/or the Apps, the “Services”) to our Service visitors and users (“you”, “your”). Please read this agreement carefully. The Services are intended for use by physicians and other health care providers only (“Customers”). If you are accessing or using the site on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to this Agreement, in which case references to “You” or “Your” in this Agreement will refer to both the individual and any such company or legal entity using the Sites or any of the Services.

This Agreement hereby incorporates by this reference the Privacy Policy (“Privacy Policy”) and any additional updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in this Agreement as “Additional Terms”). Except as otherwise indicated, any reference herein to the “Agreement” shall include the Privacy Policy and Additional Terms.

Please read the Agreement carefully. By creating an account, signing this Agreement, or continuing to use the Site and Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. You “sign” and accepts this Agreement by clicking “I agree” on the account creation screen or signing an applicable order form, proposal, statement of work, or other separate legal agreement (“Order Form”) that specifically references this Agreement.

IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS OF USE AND THE PRIVACY POLICY AND/OR ANY ADDITIONAL TERMS, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (A) THESE TERMS OF USE; (B) THE PRIVACY POLICY; AND (C) ANY ADDITIONAL TERMS.

Changes.

PredictionHealth may change this Agreement at any time and from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement on the Site. These changes will be effective immediately and incorporated into this Agreement upon our publishing them to the Site, and we will update the effective date of this Agreement. The “Last Modified” legend above indicates when this Agreement was last changed. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

You are responsible for reviewing this Agreement each time you use or access or use the Services. Your continued use of the Services following such notice will be deemed to conclusively indicate your acceptance of any and all such changes.

We May Discontinue the Site or the Services at any time.

We may, at any time and without liability, modify, suspend, or discontinue, temporarily or

permanently, the Services (including access to the Site via any third-party links), with or without notice to you; charge, modify or waive any fees required to use the Services; or offer opportunities to some or all users. This includes the right to modify, discontinue or remove any content, postings, links, pages, services, or other materials at any time and for any reason. We may refuse or restrict anyone from access to the Services at any time.

User Accounts

To access certain features of the Services, you may be required to create a user account (“Account”). You will promptly update all Account information to keep it true, accurate, and complete. You will be responsible for all activities that occur under your Account, username, and password and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your username or password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your username and/or password if we believe that your Account is no longer secure. You will not: (a) provide any false information as part of your Account information; (b) create an Account for anyone other than yourself; (c) create or use more than one Account at any given time; (d) transfer your Account to anyone else; (e) permit others to use your Account; or (f) use or access other persons’ Accounts. You agree that we shall not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor shall we have any responsibility whatsoever for your failure to comply with this Section.

User Content

By posting or submitting content, including materials which may contain information that personally identifies you or someone else or may contain medical information; sending direct mail or email solicitations and other communications to us; or submitting feedback (“User Content”), you hereby grant PredictionHealth an irrevocable, non-exclusive, royalty-free and fully paid, worldwide, transferable license, with the right to sublicense through multiple tiers, to reproduce, distribute, modify, publicly display, publicly perform, prepare derivative works of, transmit, and otherwise use your User Content in any manner and for any purpose. You represent and warrant that: (a) you have the right to grant the foregoing; and (b) the User Content will not infringe, misappropriate, or violate any third-party rights (including any Intellectual Property Rights). For purposes of this Agreement, the term “Intellectual Property Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. You are solely responsible for your User Content. You must always get written permission from all persons named, identified, referred or alluded to, either explicitly or implicitly, in such User Content and, if required, provide us with such written permission upon our request. Except with respect to our service providers in their provision of services to us in connection with the Sites or the Services, we have no control over and are not responsible for any use or misuse (including any distribution) by any third party of User Content. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE OR THE SERVICES, YOU DO SO AT YOUR OWN RISK.

License and Ownership

- (a) As between you and PredictionHealth, you have and retain exclusive ownership of all your personal information and all intellectual property and proprietary rights therein. You grant to PredictionHealth a non-exclusive, royalty-free license during the Term to use and

disclose our personal information to perform our obligations under this Agreement and in accordance with our Privacy Policy.

- (b) As between you and PredictionHealth, PredictionHealth has and retains exclusive ownership of the Services and all intellectual property and proprietary rights therein.
- (c) You may suggest findings, inventions, improvements, discoveries, or ideas that PredictionHealth, at its sole option, may incorporate in the Services or in other products or services that may or may not be made available to you. You acknowledge and agree that PredictionHealth may de-identify your data or personal information in accordance with HIPAA for our general business purposes, including to enhance the Services, and we have and retain exclusive and valid ownership of such de-identified data and all statistical information regarding your use of the Services, your provision of health care services, and other statistical information that (i) reasonably cannot be used to identify you, any employee or individual independent contractor of yours, or a physician practice or an independent licensed medical professional that is a member or affiliate of yours; and (ii) that is not derived from and does not contain data that is protected health information (as defined under HIPAA). You hereby assign to PredictionHealth any and all right, title, and interest in and to any such findings, inventions, improvements, discoveries, ideas, de-identified data, and statistical information; provided, however, that to the extent that any portion of the foregoing or proprietary rights in or based upon the foregoing is not assigned or assignable to PredictionHealth pursuant to this paragraph, you grant to PredictionHealth without any warranties whatsoever (all of which, express or implied, are disclaimed) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, adapt, translate, create derivative works from, perform, display, make, have made, import, disclose, exploit, sublicense, and exercise the foregoing.
- (d) Subject to terms and conditions of this Agreement, PredictionHealth grants to you a non-exclusive, non-transferable (except as otherwise provided herein) license during the Term for you to access and use the Services for your internal business purposes.

Except as may be expressly authorized in this Agreement, you shall not do, nor shall you authorize any person to do, any of the following: (i) use the Services for any purpose or in any manner not specifically authorized by this Agreement; (ii) make copies, distribute, republish, download, display, post, or transmit any portion of the Services; (iii) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Services that is computer software; (iv) modify or create derivative works from or based upon any part of the Services, or combine or merge any part of the Services with or into any other software, document, or work; (v) refer to or otherwise use any part of the Services as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of the Services; (vi) remove, erase, or tamper with any legal notices, credits, copyright, trade names, logos, color schemes, service marks, slogans, other proprietary or trademark notice, or similar means of identifying products or services (collectively, the "Marks") displayed, printed or stamped on, affixed to, or encoded or recorded in the Services, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing an individual as to PredictionHealth's rights in the Services; (vii) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Services; (viii) knowingly use the Services to store, receive, or distribute any information that violates any applicable law; (ix) use the Services to gain or attempt to gain access to any software

applications, computer systems, or data not expressly authorized under this Agreement; or (x) or assist any party in attempting to do any of the foregoing.

Services.

- (a) Subject to the terms and conditions set forth herein, including payment for Services, and provided you are not in material breach of your obligations hereunder, PredictionHealth shall provide the following Services with regard to PredictionHealth's software application for documentation of patient encounters with Customers, generally provided to licensees on a software-as-a-service (SaaS) basis, as delivered or made available to you, a member of your accountable care organization, or your users by PredictionHealth, pursuant to this Agreement (the "Platform"):
- (i) *Implementation Services.* PredictionHealth shall provide such training as PredictionHealth reasonably determines appropriate for initial use (such training to be delivered by such means, on-site and/or remotely via the internet, as PredictionHealth reasonably determines appropriate) along with the implementation and/or other professional services described in the applicable Order Form (if any). Upon the parties' mutual agreement from time to time, subject to such fees as the parties may agree, PredictionHealth shall provide re-training and training for additional users.
 - (ii) *Hosting.* PredictionHealth shall administer and operate the Platform for access and use by you pursuant to this Agreement using a third party hosting services provider.
 - (iii) *Support.* During the term, as provided in an applicable Order Form, PredictionHealth shall provide to you consultation and assistance with operational and technical support issues arising from use of the Platform during PredictionHealth's then-current support hours pursuant to requests for support services submitted in accordance with PredictionHealth's then-current procedures therefor.
 - (iv) *Maintenance.* During the term, as provided in an applicable Order Form, in response to a malfunction, PredictionHealth shall use commercially reasonable efforts to correct such reported malfunction or to provide a reasonable workaround sufficient to alleviate any substantial adverse effect of the problem on the utility of the Platform, provided that you assist PredictionHealth in its efforts by making available, as reasonably requested by PredictionHealth, information, documentation, access to personnel, and testing. In the event a malfunction exists due to an error in the functional specifications, PredictionHealth may correct such malfunction by providing corrected functional specifications; provided, however, that no such revision shall eliminate or materially diminish any feature or operational functionality of the Platform previously described therein.
- (b) PredictionHealth's Platform support and maintenance obligations pursuant to this Agreement are conditioned upon access to and use of the Platform by your users in accordance with the Platform documentation and using equipment, browsers, and other information technology meeting any criteria set forth in the Platform documentation or published on PredictionHealth's web site from time to time. Upon reasonable notice to you from time to time, PredictionHealth may revise the specifications described in this paragraph or implement new such specifications to address the evolution of such technology.

- (c) From time to time at our discretion, PredictionHealth may implement releases of the Platform that contain changes, updates, patches, fixes, enhancements to functionality, and/or additional functionality. PredictionHealth in our sole discretion will determine whether to include in the Platform, as part of the maintenance Services hereunder, features or functionality not originally specified for the Platform, and PredictionHealth shall have no obligation to disclose or offer to you any such features or functionality.
- (d) Subject to the terms and conditions set forth herein, and subject to your use of the Platform during encounters between you and patients in accordance with PredictionHealth's then-current operating instructions provided or made available to you, PredictionHealth shall provide documentation Services to you with regard to such encounters.
- (e) From time to time as agreed by the parties, PredictionHealth shall perform such other services as are set forth in an applicable Order Form or pursuant to arrangements documented informally, such as by exchange of e-mails between you and authorized representatives of PredictionHealth. Unless otherwise set forth in such Order Form, all such other services shall be billed at PredictionHealth's then-current rates therefor.

Your Responsibilities and Restrictions.

- (a) You represent, warrant, and agree that:
 - you will comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including privacy laws and intellectual property laws;
 - you will not post inappropriate, inaccurate, illegal, or objectionable content to the Site or use the Services to do or promote anything that is unlawful, illegal, misleading, tortious, defamatory, or libelous;
 - you will not attempt to gain unauthorized access to information, accounts, computer systems or networks retained on or connected to any server hosting the the Services through hacking, password mining or any other means;
 - you will not interfere with any third party's use and enjoyment of the Sites or the Services;
 - you will not use or access the Services in a manner that could damage, disable, overburden, or impair the server hosting the Sites or the networks connected to any server hosting the Sites;
 - and
 - you have sufficient right, title, interest in and to, the User Content and have obtained all necessary written authorization, consents, and permissions (including any patient authorizations, if necessary) as may be required for compliance with applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like, including HIPAA and other privacy laws, governing the privacy and security of personal information, including medical or other sensitive data, to enable you to provide the User Content to PredictionHealth for our intended use in accordance with the terms of this Agreement.
- (b) If you violate any guideline listed above, any other user guidelines posted on the Site, or any term of this Agreement, or PredictionHealth believes that any of your conduct or content is offensive or illegal, violates the rights of, harms, or threatens to harm third parties, or may create liability for PredictionHealth or third parties, PredictionHealth reserves the right (but is not obligated) to investigate and take appropriate legal action in

its sole discretion, including removing content from the Site, notifying the appropriate authorities regarding the source of such content, cooperating with law enforcement authorities in prosecuting users who have participated in such violations, barring you from accessing the Site, and terminating your Account. Without limiting our rights and your limitations under this Agreement, if you use, or attempt to use the Services, the Marks or our copyrighted materials for any purposes other than its intended purposes (including without limitation by tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services), you may also be subject to civil and criminal liability.

- (c) You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Sites or the Services.
- (d) You shall be responsible for selecting, obtaining, and maintaining any equipment and ancillary services needed to access the Platform or Services, in each case meeting any information technology environment criteria set forth in applicable documentation, otherwise communicated in writing by PredictionHealth from time to time; provided, however, that to the extent PredictionHealth provides any such equipment to you, such equipment shall remain the property of PredictionHealth pursuant to a bailment and, upon the expiration or any termination of this Agreement, you shall return such equipment to PredictionHealth in the same condition as delivered (ordinary wear and tear excepted). PredictionHealth shall not be obligated to provide any such equipment, and you shall be responsible for replacing any such equipment that is lost or damaged.
- (e) You shall assist and cooperate with PredictionHealth in its provision of the Services by providing such information, documentation, access to personnel, access to systems, testing, and other efforts as reasonably requested by PredictionHealth from time to time.
- (f) Unless and until the parties have agreed in writing to implement and have implemented the requisite automated system interfaces for the exchange of relevant information between the your system(s) and the Platform (each, a “**System Interface**”), as agreed by the parties from time to time and at such intervals as the parties agree from time to time (but no less frequently than daily), you shall provide PredictionHealth remote access to the your system(s) as reasonably necessary for PredictionHealth to obtain patient appointment information and to update such system(s) with the results of the documentation Services.

Consents, and Authorizations.

- (a) You shall be responsible for (i) obtaining and maintaining all consents and authorizations of patients, personnel, or of any other third parties or government agencies, and otherwise for complying with all applicable laws, with regard to the transmission to PredictionHealth and PredictionHealth’s recording of audio from patient encounters or refraining from utilizing the Services for patient encounters if any such consent or authorization has not been obtained or if doing so would violate any applicable law; (ii) obtaining and maintaining all consents and authorizations of any of your patients, licensors, vendors, or personnel, or of any other third parties or government agencies, necessary for PredictionHealth’s use and disclosure of personal information as permitted in this Agreement.

- (b) You shall indemnify, defend, and hold harmless PredictionHealth, our affiliates, employees, directors, officers, shareholders, members, partners, successors, assignees, licensees, co-branding partners, network referrals, agents, vendors, contractors and suppliers, and their respective directors, officers, and employees (the “Indemnified Parties”) from and against any claim, demand, causes of action, debt, loss, liability, damage, award, settlement, claim, suit, proceeding, cost, and expense (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties (“Losses”) arising from or related to a claim of a third party with respect to a breach of the foregoing.
- (c) You acknowledge and agree that any form of consent or authorization provided by PredictionHealth for use with your patients, personnel, licensors or vendors, or any other third parties is for your convenience only, is not legal advice on the part of PredictionHealth, and will be relied upon by you only to the extent so advised by your legal counsel.

Evaluation

Services may be provided solely for evaluation and testing purposes, as indicated in an applicable Order Form, and in such case any such Services shall be licensed for your evaluation and testing purposes only. Any such use is at your own risk, and the Services do not qualify for maintenance. We may remove your User Content from the Services in our sole discretion. Upon termination of such evaluation services, you agree to pay for the Services in accordance with the applicable Order Form and your continued use of the Services constitutes your acceptance of the terms and conditions in this Agreement.

Charges; Taxes.

- (a) Any Services that are provided to you for evaluation purposes in accordance with the above Section are free of charge.
- (b) Fees due under this Agreement are set forth in an applicable Order Form and you shall pay such fees as set forth in the Order Form.
- (c) You shall pay all fees and expenses accruing under this Agreement to PredictionHealth by the date such amounts are payable (and promptly shall pay all such disputed amounts as thereafter are agreed or determined by a court of competent jurisdiction to be owing to PredictionHealth) in accordance with the payment terms set forth in an applicable Order Form.
- (d) You shall pay when due (and PredictionHealth at its discretion may collect and pay on your behalf) all taxes, levies, or assessments based on or in any way measured by this Agreement and the Services provided hereunder, excluding taxes based on PredictionHealth’s net income, but including sales and use taxes and personal property taxes, if any; provided, however, that if you notify PredictionHealth in writing that you are exempt from paying applicable state, county, city, or other local sales or use taxes and delivers to PredictionHealth a copy of your tax exemption certificate or other evidence satisfactory to PredictionHealth demonstrating such exemption, PredictionHealth shall not collect and pay such taxes on your behalf except pursuant to an order from a court of competent jurisdiction or notice from such taxing authority. If you have notified

PredictionHealth of such a tax exemption, you shall notify PredictionHealth promptly of any change in the status of such exemption.

Copyright Infringement Claims.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send to us a written notice by mail, e-mail or fax, requesting that we remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices with respect to copyright infringement claims must be sent in writing to PredictionHealth, Attn: General Counsel as follows: By mail to PredictionHealth, Inc. PO Box 158778 Nashville, TN 37215; or by e-mail to info@predictionhealth.com.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

Use and Access Outside the United States.

The Site is hosted in the United States and back up servers may be located outside of the United States. If you visit from the European Union or other foreign jurisdictions, please note that (i) we make no representations or warranties that the information, products or Services contained on the Sites are appropriate for use or access or is available in other jurisdictions; and (ii) these jurisdictions have laws governing data collection and use that may differ from United States law. You should be aware that if you transfer personal information to us through the Services, you are transferring such information to the United States and the United States does not have the same data protection laws as the European Union and some other regions. By providing personal information to us, you consent to the transfer of it to the United States and the use of it in accordance with the Privacy Policy.

Third Party Links

- (a) Certain Site functionality may make available access to information, products, services and other materials made available by third parties (“Third Party Materials”), or allow for the routing or transmission to such Third Party Materials, including via links on our Site. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.
- (b) We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading

or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third Party Materials through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

- (c) Additionally, the Site may contain links to third-party web sites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. Please review carefully the External Sites policies and practices and make sure you understand them before you engage in any transaction. You should contact the site administrator or Webmaster for those External Sites if you have any complaints, claims, concerns or questions regarding such links or any content located on such External Sites.
- (d) YOUR USE OF THIRD PARTY MATERIALS AND EXTERNAL SITES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS OR EXTERNAL SITES (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS OR EXTERNAL SITES).

Representations and Warranties; Disclaimers

- (a) While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services is or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, contact us at info@predictionhealth.com with a description of such alteration and its location on the Services.
- (b) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF PREDICTIONHEALTH SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND PREDICTIONHEALTH DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PART OF THE FOREGOING, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PREDICTIONHEALTH KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. WE DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED, DELAY OR ERROR-FREE MANNER (INCLUDING, WITHOUT LIMITATION, ANY ERRORS, DELAY OR INTERRUPTIONS DUE TO PROBLEMS WITH COMMUNICATION LINES OR SYSTEMS, ACTS OF GOD OR FAILURE OF A TELECOMMUNICATIONS SERVICE PROVIDER TO PROVIDE CONNECTIVITY), OR

THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE SITE OR SERVICES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING VIRUSES. PREDICTIONHEALTH EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON.

Indemnification.

To the fullest extent permitted under applicable law, you agree to indemnify, hold harmless, and, at our request, to defend the Indemnified Parties, and their respective successors and assigns, from and against any and all Losses to the extent that such action is based on, arises out of, or relates to (a) your use of (or inability to use), or activities in connection with, the Services and any aspect of the Site; (b) any violation or alleged violation of this Agreement by you; or (c) any other activities of yours accomplished using the Services.

Limitation of Liability.

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, USE, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR OTHER INTANGIBLE LOSSES), WHETHER ARISING IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY THEREOF ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR ANY ASPECT OF THE SITE. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.
- (b) TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE INDEMNIFIED PARTIES FOR ANY REASON AND UPON ANY CAUSE OF ACTION ARISING FROM OR RELATED TO THE SITE OR THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, STRICT LIABILITY WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO TWO HUNDRED FIFTY (\$250) US DOLLARS.. THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.
- (c) THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SITE OR SERVICES, OR FROM ANY

PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THE SITE OR THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Termination; Suspension; Disposition of Your Data.

- (a) This Agreement is effective until terminated. You may terminate this Agreement upon thirty (30) days prior written notice that you no longer wish to use our Services or requesting your account be de-activated. We may terminate this Agreement or terminate or suspend your use of the Site or Services at any time and without prior notice, for any or no reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.
- (b) Upon your written request, within thirty (30) days following the expiration or any termination of this Agreement, PredictionHealth shall promptly deliver to you a copy of your data or personal information in a mutually-agreed electronic format. PredictionHealth shall bill you at our then standard hourly rate (or, if none, a reasonable rate) for such work and you shall pay such invoice promptly upon receipt of your data or personal information. Your failure to so request a copy of any of your data within such time shall be deemed a request by you for PredictionHealth to destroy such data. Promptly after PredictionHealth's delivery of such copy of your data, or upon such a deemed request, PredictionHealth shall destroy your data; provided, however, that to the extent PredictionHealth is required by applicable law or legal process to retain any portion of your data, or to the extent that destruction of any of your data is infeasible, PredictionHealth shall retain such data as though it were our confidential information for such time as is required by such law or process or until destruction is no longer infeasible, after which PredictionHealth promptly shall destroy your data.
- (c) Any provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive the termination or expiration of this Agreement and continue in full force and effect thereafter.

Contact Us.

If you have a question or complaint regarding the Site or the Services or this Agreement, please contact us by e-mail to support@predictionhealth.com. You may also contact us in writing by mail at PO Box 158778 Nashville, TN 37215. Please note that e-mail and chat communications will not necessarily be secure; accordingly you should not include personal information in your e-mail correspondence with us.

Other Provisions.

- (a) Nature of Relationship. Nothing contained herein shall be deemed to create any agency,

partnership, joint venture, or other relationship between the parties or any of their affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

- (b) **Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure (i) arises, directly or indirectly, out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf and (ii) cannot be overcome by the exercise of due diligence and reasonably could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.
- (c) **Marketing.** PredictionHealth shall not display or use your logos, trademarks, service marks, or other indicia of origin without your prior written consent (which may be given in email) in your sole discretion, and any such consent may be revoked at any time upon reasonable advanced written notice from you to PredictionHealth; provided, however, that PredictionHealth may identify you as a PredictionHealth client in its marketing materials and advertisements, on the Site, and in presentations. PredictionHealth shall not acquire any intellectual property rights in any such logos, trademarks, service marks, or other indicia of origin.
- (d) **Notices.** Notices permitted or required under this Agreement, including those regarding changes to this Agreement, shall be in writing and shall be given: (i) by personal delivery (in which case notice shall be deemed given upon such personal delivery), (ii) by certified or registered mail (in which case notice shall be deemed given on the third business day after deposit with adequate postage), (iii) with next-business-day instruction by a recognized courier service (in which case notice shall be deemed given on the next business day), or (iv) if to you, by posting to the Site (in which case notice shall be deemed given on the date "Last Modified" above). Such notices shall be sent to you at the address shown on an applicable Order Form and to PredictionHealth at Attn: CEO, PredictionHealth, 2310 Elliott Avenue, # 802, Nashville, Tennessee 37204-2139, with copy Joseph R. Morrison, Jr., 201 S. Division, Suite 400, Ann Arbor, MI 48104. Either party may change its address for purposes of notice by notice thereof to the other party as provided herein.
- (e) **Assignment.** You may not transfer, sublicense, or assign any or all of your rights and/or delegate any or all of your obligations under this Agreement without our express prior written consent, which may be granted or withheld in our sole discretion. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. Any purported transfer or assignment by a party of any right under this Agreement otherwise than in accordance with the provisions of this paragraph shall be null and void and a breach of this Agreement.
- (f) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.
- (g) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (without regard to its conflicts of laws principles), and venue for all disputes in respect of or arising out of this Agreement or the

transactions contemplated hereby shall be exclusively in the federal or state courts of record sitting in Nashville, Tennessee. The parties expressly consent to the jurisdiction and venue of such courts and waive any claim that any such court is or would be an inconvenient forum.

- (h) **Jury Trial Waiver.** THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, THE SITE, OR THE SERVICES BECAUSE THE PARTIES HERETO, BOTH OF WHICH HAVE HAD AN OPPORTUNITY TO CONFER WITH COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.
- (i) **Injunctive Relief.** Each party acknowledges that any violation of its covenants in this Agreement relating to the other party's confidential information and intellectual property would result in damage to such party that is largely intangible but nonetheless real and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give such party the right to a court-ordered injunction or other appropriate order to enforce specifically those covenants without bond and without prejudice to any other rights or remedies to which such party may be entitled as a result of a breach of this Agreement.
- (j) **Attorney Fees.** If litigation or other action is commenced by a party to enforce this Agreement or between the parties concerning any dispute arising out of or relating to this Agreement, the prevailing party will be entitled, in addition to any other award that may be made, to recover all court costs and other official costs and all reasonable expenses associated with the litigation or other action, including reasonable fees and expenses of counsel.
- (k) **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by applicable law.
- (l) **Amendment and Waiver.** No provision of this Agreement will be deemed waived, amended, or modified by PredictionHealth unless such waiver, amendment, or modification is in writing and signed by PredictionHealth. Any such amendment or modification will be binding with or without tender of consideration. Our failure at any time to require performance by you of any provision of this Agreement shall in no way affect our right to require performance of that provision. A waiver by PredictionHealth of any of the covenants, conditions, or agreements to be performed by you or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement under this Agreement.

- (m) Entire Agreement. This Agreement, including any terms and conditions incorporated herein, constitutes the entire agreement between you and us concerning the subject matter hereof, and governs your use of the Site and the Services and supersedes any and all prior or contemporaneous oral and written representations, inducements, promises, communications, understandings, or agreements relating to the subject matter hereof but this Agreement may be supplemented by any other agreement you enter into with us pursuant to a registration to access certain features of the Site. Neither the course of conduct between the parties nor trade practices shall act to modify this Agreement.
- (n) No Third Party Beneficiaries. This Agreement is not intended to confer, nor shall any provision hereof be interpreted to confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (o) Interpretation. The division of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. Unless the context otherwise requires, (i) references to any party to this Agreement include references to such party's successors and permitted assigns, (ii) references to "person" include references to any individual, corporation, limited liability company, partnership, company, firm, association, joint venture, trust, governmental body, or other entity, (iii) any of the terms defined herein may be used in the singular or the plural depending on the reference, (iv) a masculine, feminine, or neuter pronoun includes the other genders as appropriate in the context, and (v) the term "including" means "including without limitation" unless otherwise expressly indicated in a given instance.
- (p) Without limiting the foregoing, the Services are not intended for use by or availability to minors. By accessing or using the Services, you represent and warrant that you are at least 18 years of age and you agree to be bound by this agreement. If you do not wish to be bound by this agreement or you are under 18 years of age, you may not access or use the Services. **IF YOU ARE NOT LEGALLY AN ADULT UNDER THE LAW WHERE YOU LIVE OR IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOU MAY NOT ACCESS OR USE THE SERVICES. IF SO, PLEASE IMMEDIATELY DISCONTINUE ACCESS AND USE OF THE SERVICES.**