

Logical Software Service Agreement

Standard Terms of Service

The following Standard Terms of Service ("TOS") are between the person or entity (referred to herein as "Client" or "You") obtaining a license from Logical Software, LLC, a Nevada limited liability company (referred to herein as "Logical Software", "Us", or "We") to access and use the "Black Book" software (the "Service") provided by Logical Software pursuant to these TOS. Logical Software and Client are collectively referred to as the "Parties".

BY LOGGING IN, CLICKING "I AGREE," OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO BE LEGALLY BOUND BY THESE TOS (INCLUDING ALL EXHIBITS HERETO), BOTH PERSONALLY AND ON BEHALF OF ANY EMPLOYER OR ORGANIZATION FOR WHICH YOU ARE ACCESSING THE SERVICE. IT IS IMPERATIVE THAT ALL USERS READ AND UNDERSTAND THESE TOS BEFORE USING THE SERVICE. FAILURE TO COMPLY WITH THESE TOS MAY RESULT IN TERMINATION OF YOUR ACCESS TO THE SERVICE AND OTHER LEGAL ACTIONS.

These TOS will take effect on the date that you accept these TOS as set forth in the preceding paragraph (such date, the "Effective Date"). These TOS include the following exhibits, each of which are incorporated herein by reference and made a part of these TOS:

- Exhibit A: Negotiated Terms and Price List
- Exhibit B: Payment Authorization Form
- Exhibit C: Business Associate Agreement
- Exhibit D: Service Level Agreement
- Exhibit E: Third-Party Terms of Service

1. **Definitions.** For the purposes of these TOS, certain terms used in these TOS (whether or not capitalized) shall have the meanings assigned to them in this Section.

"Administrative Rights" means the rights to administer and direct the use of Client's account, including the authority to provide, request, issue, administer and limit the access rights to other User accounts issued to Client's Authorized Workforce, as well as the rights to integrate, connect, or otherwise share Your Information with, or receive Protected Health Information from, third parties through the Service.

"Ancillary Documentation" means any online knowledge base, training materials, documentation, presentations, instructions, online or offline manuals, reference documents, screenshots, videos, recorded webinars, and like information, as updated from time to time, provided or made accessible via login to the Service.

"Authorized Workforce" means those natural persons who are members of your Workforce who you have identified (by their legal names, and the legal names of their employers) in your account as authorized to access the Service on your behalf.

"BAA" means the Business Associate Agreement attached hereto as Exhibit C.

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“Beta Features” means any component of the Service not generally available to all clients and clearly designated as beta, pilot, limited release, developer preview, non-production or by a notification or to you, whether contained in the Service or not, or description of similar import.

“Clinical Data Exchange” means the exchange, with your Consent, of Protected Health Information (and Your Personal Information as necessary) between You and covered entities (and their business associates) for any permitted purpose, including, to the extent applicable, care coordination, performance or quality measurement programs, and risk adjustment, and other treatment, payment or health care operations purposes.

“Confidential Information” means any information relating to Logical Software’s business, financial affairs, current or future products or technology, trade secrets, workforce, customers, or any other information, including Ancillary Documentation, that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. “Confidential Information” does not include individuals’ health information.

“Consent” means consent or authorization by a user of the Service allowing us to take actions described under these TOS, which the user of the Service may give in an electronic communication to us or by use of the features of the Service (such as “share,” “transmit,” “refer,” “authorize,” “opt-in,” “agree” or toggling or selecting an action through a settings or activation page located within the Service, and the like). Such Consent may apply to an individual case or situation or may apply globally or programmatically based on variables that apply to an overall situation or circumstance (whether through a settings or preference page, a global “opt-in” or otherwise).

“Credentials” means any unique identifier, password, token, credential, any combination thereof, or other means we may utilize from time to time for authorizing access to all, or any portion of, the Service.

“De-Identified Health Information” means health information that has been de-identified in accordance with the provisions of the Privacy Rule.

“De-Identified Information” means De-Identified Health Information and De-Identified Personal Information.

“De-Identified Personal Information” means Personal Information from which all identifiers that could reasonably be anticipated to identify an individual by an anticipated recipient – such as an individual’s name, contact information, or government identifiers – have been removed.

“De-Identify” means (i) with respect to Personal Information, to make such information into De-Identified Personal Information, and (ii) with respect to health information, means to make such health information into De-Identified Health Information.

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“HIPAA” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended.

“HITECH Act” means the Health Information Technology for Economic and Clinical Health Act of 2009, and regulations promulgated thereunder.

“Personal Information” means information that includes an individual’s name, contact information, government identifiers, or includes identifiers that could reasonably be anticipated to identify an individual personally by an anticipated recipient.

“Policies and Procedures” means our rules, regulations, policies and procedures for access to and use of the Service, as changed from time to time.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.

“Protected Health Information” has the meaning given it in the Privacy Rule.

“Security Rule” means the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C, as amended.

“SLA” means the Service Level Agreement attached hereto as Exhibit D.

“Term” means the length of time these TOS are in effect between the Parties.

“TPTOS” means Third-Party Terms of Service attached hereto as Exhibit E.

“User” (capitalized) means a natural person who has been authorized, pursuant to these TOS, to access the Service on your behalf; a “user” (un-capitalized) shall mean any user of the Service. As a “user” you are bound by these TOS, along with any employer, organization, or other entity for which you are acting as an agent.

“Workforce” means Client’s employees, agents, principals, volunteers, trainees, contractors, and other persons whose conduct, in the performance of work for Client, is under the direct control of Client, whether or not they are paid by Client. This includes third-party companies with which you may contract for services, including but not limited to third-party billers, information technology professionals, and any other service provider that performs services on your behalf.

“Your Health Information” means Protected Health Information that you or your Workforce input or upload onto the Service, or that we otherwise receive from you or on your behalf from your patients, authorized service providers, or our third-party partners pursuant to these TOS.

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“Your Information” means information that you or your Workforce input or upload onto the Service, including, but not limited to, Your Personal Information and Your Health Information and related financial information.

“Your Personal Information” means Personal Information that you or your Workforce enter or upload onto the Service.

In addition, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall be construed to have the same meaning and effect as “and/or.” The words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to these TOS. The headings used in these TOS are used for convenience only and are not to be considered in construing or interpreting these TOS.

2. **Grant of License to Use the Service.** Logical Software grants you a non-exclusive, personal, revocable, non-transferable right to access and use the Service during the Term, contingent upon full compliance with these TOS and our Policies and Procedures. You are prohibited from: (a) using the Service for time-sharing or service bureau purposes; (b) sharing the Service with others; (c) attempting to discover the Service’s source code; or (d) modifying or integrating the Service with unapproved software or services. You receive no rights beyond those explicitly granted in these TOS.
 - a. The Service may offer third-party software, services, or applications, requiring separate agreements with these third parties. Access to such is governed by the TPTOS. Optional services provided by third parties or through Service integrations, including billing and clinical interfaces, are also available. Your use of these third-party services, under the TPTOS, may require acceptance of additional terms or agreements. Usage of the Service or third-party products indicates your agreement to all related terms and agreements.
 - b. Logical Software warrants that the Service adheres to all relevant healthcare regulations, including HIPAA. Logical Software conducts regular compliance audits to ensure ongoing adherence to legal and regulatory requirements.
3. **Access to the Service**
 - a. **Client.** We offer the Service to Client and to natural persons who are members of Client’s Authorized Workforce, as more fully described in this Section 3. Although a member of Client’s Authorized Workforce may have logged into your account, accessed the Service and electronically consented to these TOS, or may continue to administer Administrative Rights on Client’s behalf, only Client has any rights, remedies or benefits under these TOS and control over the Administrative Rights. Client is likewise subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers and releases included in these TOS. Client may delegate Administrative Rights to one or more members of Client’s Authorized Workforce, but Client remains responsible for all activity occurring thereunder.

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- b. **Authorized Representatives.** An authorized representative of Client may have administrative privileges on Client's account. We call the person(s) authorized to act on behalf of Client the "Authorized Representative(s)" of Client. Client and the Authorized Representative may be the same person. If you are taking any action with respect to Client's account, you represent and warrant that (a) you have the authority to act on Client's behalf either as owner/principal or as a member of Client's Authorized Workforce, (b) the information you submit to us is complete and accurate, and (c) you have the authority to enter into these TOS on behalf of Client and to bind Client to the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, grants, waivers and releases contained in these TOS. If you are an Authorized Representative, you recognize that you have no personal rights with respect to Client's account, and that Client may change the Authorized Representative at any time, for any or no reason, with or without notice. You are bound by these TOS, along with any employer, organization, or other entity for which you are acting as an agent.
- c. **Authorized Workforce.** If you are a member of Client's Authorized Workforce, and Client has authorized you to access the Service on its behalf by authorizing Credentials for you, then you are authorized under these TOS to access the Service solely on behalf and at the direction of Client. As such, you may log in in and use the functionality of the Service solely on behalf and at the direction of Client. You consent to and authorize the disclosure to Client of any content related to, or otherwise generated by your use of the Service, including secure messages. You hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in these TOS that are applicable to the person addressed as "you" in these TOS, and you hereby grant and make all rights, waivers and releases set forth in these TOS that are granted and made by the person addressed as "you" in these TOS, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under these TOS other than the limited, non-exclusive, non-transferable, personal right under this Section to sign in and use the functionality of the Service solely on behalf and at the direction of Client. You acknowledge that your access to the Service may be terminated by Client or us at any time, for any reason or no reason at all, with or without notice. By (i) accessing any of the Service under Client's account(s), or (ii) contacting us by any means and requesting or directing us to take any action with respect to Client's account(s) or data held by such account(s), or (iii) asserting any right or authority with respect to such account(s) or data, you represent and warrant that you have the authority to act on Client's behalf and that you are not using the Service, or otherwise engaging in the activities described in clauses (i) through (iii) above, for the benefit or at the direction of any person or entity other than Client, including yourself. Unless you are a member of Client's Authorized Workforce, you may not access the Service for the purpose of uploading any information, including but not limited to laboratory results, to patient files, regardless of whether your organization has an agreement with Logical Software or any Client.

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- d. **Super Admin “users”.** A user with the assigned role of Super Admin (a “Super Admin User”) must be registered with a company domain email. In order to log in to an account, a Super Admin User may be required to authenticate both email and cell phone via two-factor authentication. By logging in, a Super Admin User agrees to accept email and text communication regarding his or her account and attendant responsibilities as a Super Admin User. Logical Software reserves the right at any time to restrict or disable access for any Super Admin User who fails to meet the minimum requirements set forth above.
 - e. **All other “users”.** If you are a “user” as defined herein, you hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in these TOS that are applicable to the person addressed as “you” in these TOS, and you hereby grant and make all rights, waivers and releases set forth in these TOS that are granted and made by the person addressed as “you” in these TOS, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under these TOS. Nothing in this section authorizes or shall be deemed to authorize your use of the Service and if your use is not expressly permitted under these TOS, you may be held directly liable and required to pay damages to Logical Software for improperly accessing the Service.
- 4. Beta Features; Updates**
- a. **Beta Features.** If you are invited to access any Beta Features of the Service or you access any Beta Features of the Service, you acknowledge that: (a) such features have not been made commercially available by Logical Software; (b) such features may not operate properly, be in final form or fully functional; (c) such features may contain errors, design flaws or other problems; (d) it may not be possible to make such features fully functional; (e) use of such features may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; (f) such features may change and may not become generally available; and (g) Logical Software is not obligated in any way to continue to provide or maintain such features for any purpose in providing the Service. These Beta Features are provided “AS IS”, with all faults. You assume all risk arising from use of such features, including, without limitation, the risk of damage to your computer system or the corruption or loss of data. We may in our sole discretion discontinue Beta Services at any time and may never make them generally available.
 - b. **Updates.** We will be updating the Service from time to time to add new features and fix bugs. These updates usually take a few seconds, but sometimes require a longer suspension of the Service. In such cases, we will make commercially reasonable efforts to schedule it so that your business is minimally impacted. We may also provide software to support special features for tablets and other devices. If you use this software, it will automatically check if your version is current. If it is not, you may be required to install a newer version before access to the Service is allowed.
- 5. Verification.** You agree that your use of the Service, or certain features or functionality of the Service, may be subject to verification by us of your identity and credentials as a health care provider or health care professional under applicable law, and to your ongoing qualification as

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such. You agree that we may use and disclose Your Personal Information for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. Notwithstanding any contrary provision in these TOS, you agree that we may terminate your access to or use of the Service at any time if we are unable at any time to determine or verify your identity, qualifications or credentials.

6. Permitted Uses.

- a. Subject to the terms of these TOS, you may use Your Health Information for any purpose expressly permitted by applicable law, including treatment, payment and health care operations.
- b. If you are granted access rights to another user of the Service's Protected Health Information through the Service, you may use such information for treatment and for obtaining payment for treatment; provided that, except as expressly authorized in our Policies and Procedures, (i) you may access only information pertaining to individuals with whom you have a treatment relationship or for whom a Client who has a treatment relationship with the individual has requested a professional consultation from you, or from whom you have received authorization to use their health information; and (ii) to the extent applicable to you, you may use only the minimum necessary information for performing billing any services.
- c. You will not use the Service for any purposes other than those described in Section 6(a) or (b). In particular, and by way of example and not limitation:
 - i. You may not reproduce, publish, or distribute content in connection with the Service that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;
 - ii. You may not use the Service to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;
 - iii. You may not duplicate, copy, sell, resell, sublicense, reverse engineer, or exploit any portion of the Service, or allow any person who is not part of your Authorized Workforce to access the Service without the express written permission of Logical Software's Chief Executive Officer ("CEO");
 - iv. Except as expressly permitted in writing by Logical Software's CEO, you may not modify, port, adapt, make screen captures from, or translate the Service.
- d. In addition, to further safeguard the confidentiality, integrity and availability of the information and other elements housed in the Service, as well as the stability of the Service, you agree that you will not (nor attempt to), nor will you authorize anyone to (or authorize anyone to attempt to):
 - i. abuse or misuse the Service, including gaining or attempting to gain unauthorized access to the Service, or altering or destroying information housed in the Service; (ii) take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (iii) interfere or attempt to interfere with the proper working of

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- our website or Services or any activities conducted on or with the Service; (iv) bypass our robot exclusion headers, robots.txt rules, or any other measures we may use to prevent or restrict access to our Service; (v) use the Service in a manner that interferes with other users' use of the Service; (vi) use the Service in any manner that violates our Policies and Procedures; or (vii) use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Service;
- ii. circumvent any technical measures we have put in place to safeguard the Service or the confidentiality, integrity or accessibility of any information housed thereon, or any technical measures we have put in place to restrict access to the Service solely to the class of persons expressly so authorized as defined herein;
 - iii. access any portion of the Service other than with a standard commercial browser (such as Internet Explorer, Mozilla Firefox, Chrome, Android or iOS) or through mobile applications developed and operated by us;
 - iv. "frame" or "mirror" any part of the Service; or
 - v. use any computer program, bot, macro, robot, spider, offline reader, site search/retrieval application, scraper, browser add-on, rich internet application, artificial-intelligence or machine-learning technology, or other manual or automatic device, tool, or process to access, retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service; for the avoidance of doubt, this specifically prohibits you from using automated software in connection with the Service, and prohibits you from circumventing any security measure, access control system, or other technological control or measure in the Service.

You agree that your abusive use of the Service in violation of the above Permitted Uses section may cause damage and harm to us, including impaired goodwill, reduced performance, and increased expenses. You also agree that monetary damages for your abusive use of the Service are difficult to determine, and that if you, or others acting with you, request more than 500 pages of the Service or make more than 100 upload requests on the Service in any 24-hour period, you, and those acting with you, will be liable for liquidated damages in the amount of ten dollars (\$10.00) for each page request or upload request made during that 24-hour period which exceeds those limits. Client acknowledges and agrees that the foregoing liquidated damages are not meant as a penalty, but are instead intended to compensate us for any loss caused by Client's breach of this Section.

7. **Clinical Support Information; Information Exchange.** We may provide information that may assist you in clinical decision-making. We may also provide forums for our users to exchange information. You agree that the information and materials available through the Service are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed in the Service by us and by third parties beyond our control. We are not responsible for the accuracy or completeness of information available from or through the Service. You

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assume full risk and responsibility for the use of information you obtain from or through the Service, and neither we nor any of our licensors or data providers are responsible or liable for any claim, loss, or liability arising from use of the information. We do not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials in the Service relating to any such products, items or services is not an endorsement or recommendation of them. You will review the definitions, functionality, and limitations of the Service, and make an independent determination of their suitability for your use. We and our suppliers, partners and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Service for any purpose.

8. Safeguards.

- a. You will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Service. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not you are otherwise subject to HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your Workforce to transmit, store and process electronic health information through the use of the Service.
- b. You will immediately notify us of any breach or suspected breach of the security of the Service of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Service, and you will take such actions, at your sole expense, to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Service as we may direct, and will cooperate with us in investigating and mitigating the same. You have consented to the terms and conditions of the BAA for the purposes of compliance with HIPAA.

9. User Identification. We authorize you and your Authorized Workforce to use the Credentials uniquely assigned to, or selected by, each such individual User. You acquire no ownership rights in any such Credentials, and such Credentials may be revoked, reset or changed at any time in the discretion of us or the Client. You will adopt and maintain reasonable and appropriate security precautions for your Credentials to prevent their disclosure to or use by unauthorized persons. Each member of your Authorized Workforce shall have and use a unique identifier. You will ensure that no member of your Workforce uses Credentials assigned to another Workforce member. You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to use the Service.

10. No Third-Party Access. Except as required by law, you will not permit any third party (other than persons who satisfy the definition of Authorized Workforce, and in all cases meet the other requirements set forth in these TOS) to use or access the Service without the prior written consent of Logical Software's CEO. Nor will you authorize or assist any person or entity in accessing, or attempting to access, any portion of the Service via any means other than a commercial browser (such as Internet Explorer, Mozilla Firefox, Chrome, iOS or Android) or a mobile app that we have authored and provided to you. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Service. You will cooperate fully with us in connection with any such demand. You will

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also notify us if any person or entity, whether or not a member of your Authorized Workforce, (a) attempts to access the Service by any means other than a commercial browser, (b) claims to offer a service or system that “integrates with” our Service or (c) requests to use your Credentials or requests that you obtain Credentials in order to access the Service in a manner that would violate these TOS if you engaged in such activity.

11. **Your Workforce.** You may permit your Authorized Workforce to use the Service on your behalf, subject to the terms of these TOS. You will:
 - a. require each member of your Authorized Workforce to have unique Credentials, and will provide the legal name(s) of each such member for which you are seeking Credentials;
 - b. train all members of your Authorized Workforce in the requirements of these TOS and the Policies and Procedures relating to their access to and use of the Service, and ensure that they comply with such requirements;
 - c. take appropriate disciplinary action against any member of your Workforce who violates the terms of these TOS or the Policies and Procedures, which measures shall include revoking such member’s access to the Service;
 - d. ensure that only the person to whom a specific set of Credentials have been assigned accesses the Service with such Credentials; and
 - e. be bound by these TOS, along with any employer, organization, or other entity for which you are acting as an agent.
12. **Personal Health and Financial Record.** Logical Software may at some point enable the Service to make available to your patients’ portions of their medical records or financial ledgers through a web-based personal and financial health record portal that we would operate on your behalf (a “Patient Portal”). If and when the Patient Portal becomes available, you would be responsible for granting Patient Portal access privileges to your patients, either on an individual basis or for your entire patient population. You would also be solely responsible for the information that you make available through a Patient Portal. Health information included in Patient Portals, if and when they become offered as part of the Service, will be held and administered by us on your behalf subject to the terms of these TOS and our business associate obligations set forth in these TOS.
13. **Forums.** We may offer forums for the exchange of information among our users. You will comply with all applicable forum rules. In particular, you understand that we do not assure the accuracy, reliability, confidentiality or security of information made available through the use of such forums. You acknowledge that any information you post in a forum is available to the public and may result in your receiving communications from others outside of our site. You are responsible for safeguarding the privacy of your and your patients’ Personal Information when you participate in forums, discussion groups and the like. You agree not to disclose individually identifiable health information through such forums.
14. **Compliance.** You will ensure that your use of the Service complies with applicable law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of your Authorized Workforce, any rights to access or use our Service that they would not be allowed to have under applicable laws. We offer no assurance and expressly disclaim any warranty that your use of the Service under the terms of these TOS will not violate any law or regulation applicable to you. To

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the extent that the Service allows you to send and/or receive SMS messages, you acknowledge that SMS messaging is not encrypted and represent that you have reviewed your organization's use of this capability and determined that such use is compliant with all applicable laws and regulations, including but not limited to HIPAA and 42 CFR Part 2. You acknowledge that we may share Your Information with third parties if we determine in good faith that disclosure of Your Information is necessary to (i) comply with a court order, warrant or other legal process, (ii) protect the rights, property or safety of Logical Software or others, (iii) investigate or enforce suspected breaches of these TOS, or (iv) allow our third-party partners to comply with their obligations under federal or state law.

- a. The Parties acknowledge and agree that (i) any fees charged or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Logical Software, Client, or any third party and (ii) they will not enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Logical Software, Client, or any third party.
- b. The Parties will each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties will cooperate with each other to provide accurate and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client billing or Client's provision of, or referrals related to, health services for its patients.
- c. Client warrants to Logical Software on a continuing basis throughout the Term that Client will not bill or claim payment in any form, directly or indirectly, from any government health care program or other third-party payer for the cost of any Logical Software Services, including, without limitation, on a government cost report.
- d. No payment to or receivable of Client or of any physician or licensed or specially trained non-physician who is credentialed with payers, linked to Client's organization, and performs health services for Client's patients ("Billable Provider") is assigned to Logical Software, and Logical Software is not the beneficiary of any such payment or receivable. All such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to Client or the Billable Provider and will remain the property of Client or the Billable Provider. Logical Software will not endorse or sign any such check or instrument. Any lockbox or other account into which Client payments or receivables are deposited will remain in the name of, and under the sole ownership and control of, Client or the Billable Provider and subject only to the instructions of Client or the Billable Provider. Logical Software will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Billable Provider payments or receivables from any federally funded program are deposited.
- e. Client represents and warrants that neither it nor any of its personnel: (i) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care, or (ii) has been excluded from any federal or state health care program. Client warrants to Logical Software that it and its

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Billable Providers are and will be duly licensed and authorized to provide and bill for the health services that they render.

- f. Client must verify the accuracy, completeness, and appropriateness of all information entered into or selected in the Service, including information from third party products and services, before such information is utilized. Client acknowledges and agrees that the professional duty to treat the patient lies solely with Client, and use of information contained in or entered into or provided through the Service, in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use the Service, including responsibility for personal injury or loss of life. Client represents and warrants to Logical Software that (i) all data it provides to Logical Software or that it selects in Logical Software, including but not limited to codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Logical Software is duly authorized to receive, use, and disclose such data. Logical Software is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, the Service. Use of and access to the Service, including but not limited to clinical information in the Service, is at the sole risk and responsibility of Client and any practitioner or health care provider or facility using data provided by Logical Software as part of the Service. Logical Software shall not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.
15. **Professional Responsibility.** You will be solely responsible for the professional and technical services you provide. We make no representations concerning the completeness, accuracy or utility of any information in the Service, or concerning the qualifications or competence of persons who placed it there. We have no liability for the consequences to you or your patients of your use of the Service.
- Logical Software does not warrant the accuracy of codes or other data contained in the Service. The clinical information contained in the Service is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists or other healthcare professionals in patient care and related fields.
- You agree that the sole and exclusive responsibility for any medical decisions or actions with respect to a patient's medical care and for determining the accuracy, completeness or appropriateness of any billing, clinical, coding, diagnostic, medical or other information provided by the Service resides solely with the health care provider. Logical Software does not assume any responsibility for how such materials are used. The choice with regards to when and how to use the Service for patient medical records is the health care provider's responsibility, and the Service and any database are to be used at the health care provider's discretion. You understand and agree that the Service provides possible coding options and does not "recommend," "suggest," or "advise" proper coding decisions and that the responsibility for the medical treatment, and any associated decisions regarding billing for medical services, rests with the

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health care provider and revolves around the health care provider's judgment and the health care provider's analysis of the patient's condition. In addition, you agree that any prompts or alerts contained in the Service are tools available to the health care provider for augmenting the documentation of the patient's electronic medical records, and are not intended in any way to eliminate, replace or substitute for, in whole or in part, the health care provider's judgment and analysis of the patient's condition.

16. **Cooperation.** You will cooperate with us in the administration of the Service, including providing reasonable assistance in evaluating the Service and collecting and reporting data requested by us for purposes of administering the Service.
17. **Indemnification.** You hereby agree to indemnify, defend, and hold harmless Logical Software and other users, and our and their respective affiliates, members, managers, officers, directors, employees, and agents, from and against any claim, demand, cost, liability, or other loss, including reasonable attorneys' fees, arising out of or relating to: (a) the use of the Service by you or your Workforce; (b) any breach by you or your Workforce of any representations, warranties or agreements contained in these TOS; (c) the actions of any person gaining access to the Service under Credentials assigned to you or a member of your Workforce; (d) the actions of anyone using Credentials assigned to you or any member of your Workforce that adversely affects the Service or any information accessed through the Service; and (e) your negligent or willful misconduct, or that of any member of your Workforce. Your indemnification obligations in these TOS are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in these TOS or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.
18. **Your Information; Accuracy.** You shall have all responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Your Information, and Logical Software shall not be responsible or liable for the deletion, correction, destruction, damage, loss of use, or failure of any of Your Information, regardless of the cause or reason therefor.

You represent and warrant to Logical Software that all data, information, documentation, and other material provided under your account or by you are true, correct and accurate. If you learn that any item provided to Logical Software as part of the Service is not true, correct or accurate, you must immediately notify Logical Software via phone (so as not to delay resolution or to prevent submission of incorrect claim) and in writing, and provide the true, correct and accurate information to Logical Software. You represent and warrant that all encounter data submitted to Logical Software for payer or patient reimbursement has actually been performed on patients, is entirely accurate and truthful, is properly documented and meets all payer requirements including medical necessity. You acknowledge that the proper payer-required notification has been given to the patient regarding their financial responsibility in cases where the procedure is not covered by their insurance plan or does not meet medical necessity. You represent and warrant that any procedures or services not directly rendered by the physician are actually performed by a licensed (as required by state law) professional that is trained and recognized by the payer as authorized to perform the procedure and that the encounter meets supervision requirements as defined by the payer.

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You must conduct auditing and monitoring as part of your compliance program and to refund any identified overpayments to payers or patients within 60 days of discovery. If any investigation is initiated or any action is brought by any individual, state or federal agency, insurance payer or third party whatsoever regarding any of the claims filed as part of the Service on your behalf, then you must cooperate fully in any such investigation or action and must provide all relevant supporting documentation to support the claims filed upon request.

19. Use of Information

- a. **Purpose of Service.** The purpose of the Service is to store and organize patient health information, and to track admissions, treatment stays, payment, and claims data. The Service will also serve to store Your Information, and (i) to make it available to you and your Authorized Workforce for any legal purpose, including treatment, payment and health care operations; (ii) to facilitate the sharing of individuals' information among users and other parties with whom you or your Authorized Workforce members elect to share such information, and (iii) if and when a Patient Portal becomes available, to make information available to your patients through the Patient Portal. You may make Your Information accessible to other users of the Service, other individuals and entities, or to your patients through the Service for these purposes. You authorize us, as your business associate under the BAA, to use and disclose Your Information as follows:
 - i. We will permit unrestricted access to Your Information to you and your Authorized Workforce. You are responsible for ensuring that your use of Your Information is consistent with the relevant legal restrictions.
 - ii. We will permit access to Your Information to your patients to whom you have enabled to receive access through our Patient Portal (if and when made available) or any integrated third-party service.
 - iii. We will permit access to Your Information by health care providers, covered entities and their business associates to whom you have Consented to provide access to the Service and who have otherwise agreed to integrate with our systems. We will obtain your Consent before we make Your Information available to other providers, covered entities and their respective business associates. You acknowledge that once we have granted access rights to another provider or covered entity (or their respective business associates), we have no control over the uses and disclosures that such person or entity makes of Your Information, and the recipient may be subject to its own legal or regulatory obligations (including HIPAA) to retain such information and make such information available to patients, governmental authorities and others as required by applicable law or regulation.
 - iv. We may disclose or permit access to Your Information to entities such as, but not limited to, health plans, health care clearinghouses, medical groups, independent practice associations, your authorized service providers and other parties responsible for payment and their business associates for the purpose of obtaining (or confirming eligibility or authorization for) payment for services you provide, unless you advise us in writing that, with respect to a specific service provided to a specified patient, such patient has paid out of pocket in full for the

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service to which the information relates, and has requested that it not be disclosed to his or her health plan.

- v. We may De-Identify Your Information and use and disclose such De-Identified Information for any purpose whatsoever.
- vi. We may create limited data sets from Your Information, and disclose them for any purpose for which you may disclose a limited data set; and you hereby authorize us to enter into data use agreements on your behalf for the use of limited data sets, in accordance with applicable law and regulation.
- vii. We may use Your Information in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the Service makes available. Preparation of such analyses and reports may include the use of data aggregation services relating to your treatment and health care operations, which we may perform using Your Information. Such reporting will be done in a manner that does not make any disclosure of Your Information that you would not be permitted to make.
- viii. We may use Your Information for the proper management and administration of the Service and our business, and to carry out our legal responsibilities, which may include us disclosing such information to one of our business associates that has entered into a business associate agreement. We may also disclose Your Information for such purposes if the disclosure is required by law (as such term is defined in 45 CFR §164.103), or we obtain reasonable assurances (as such term is interpreted or applicable in connection with or under HIPAA) from the recipient that it will be held confidentially and used or further disclosed only (a) as required by law (as such term is defined in 45 CFR §164.103), or (b) for the purpose for which it was disclosed to the recipient, and the recipient notifies us of any instances of which it is aware in which the confidentiality of the information has been breached. Without limiting the foregoing, we may permit access to the system by our contracted system developers under appropriate confidentiality agreements.
- ix. We may use Your Information to contact your patients on your behalf for any purpose for which you would be permitted to contact them, including:
 - 1. For treatment and health care operations messages, including sending appointment notifications (such as appointment requests, confirmations, reminders, cancellations and the like) and messages about currently prescribed medications (including refill reminders), or post-visit treatment satisfaction surveys, invitations and administrative messages concerning Patient Portal access, and the like;
 - 2. With your Consent, to request an authorization on your behalf from your patients to use or disclose their health information for any purpose for which use or disclosure may be made with an appropriate authorization, including research purposes. You agree that we may also use and disclose your patients' health information as permitted by any such authorization; and

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3. To provide information about health-related products or services that you provide, or that we provide on your behalf as your business associate.
 - x. From time to time we may incorporate information we receive from your authorized service providers (including Third-Party Applications as discussed herein), our third-party partners, or covered entities (and their business associates) who are providing or paying for medical services for one or more of your patients, into the Service we provide to you. Such information may include, without limitation, clinical information, eligibility information, and prior authorizations, and shall, upon incorporation into the Service, be treated as “Your Information” for all purposes hereunder. You hereby authorize us to request and receive such information on your behalf from such authorized service providers or our third-party partners.
 - xi. We may use or disclose Your Information for other purposes, as from time to time described in our Policies and Procedures; provided that we will not make or permit any such use or disclosure that would violate applicable law or regulation if made by you or your business associate.
 - xii. We will retain Your Information for the duration of the Term and for a period of one (1) year following termination unless otherwise requested by Client. Upon request, Your Information can be exported in a standard format or deleted in compliance with applicable regulations.
- b. **Responsibility for Misuse by Other Users.** You acknowledge that in granting access to the Service for the purposes set forth herein, we will rely on the assurances of the recipients of the information as to (i) their identity and credentials, (ii) the purposes for which they are accessing the system, and (iii) the nature and extent of the information to which they will have access. You acknowledge that, while the Service will contain certain technical safeguards against misuse of the Service, it will rely to a substantial extent on the representations and undertakings of users of the Service. You agree that we will not be responsible for any unlawful access to or use of Your Information by any user resulting from the user’s misrepresentation to us, or breach of the user’s user agreement or our Policies and Procedures.
 - i. **Specially Protected Information.** We apply the standards of the Privacy Rule in permitting access to the Service. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You will ensure that Your Information may properly be disclosed for the purposes set forth herein, subject to the restrictions of the Privacy Rule and applicable law, including those laws that may be more restrictive than the Privacy Rule. In particular, you will:
 1. not make available to other users through the Service any information in violation of any restriction on use or disclosure (whether arising from your agreement with such users or under law);

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2. obtain all necessary consents, authorizations or releases from individuals required for making their health information available through the Service;
 3. include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Service; and
 4. not place in the Service any information that you know or have reason to believe is false or materially inaccurate.
- c. **Health Record Sharing.** With your Consent, we may make parts of your online health record for any patient you designate accessible to any other user of the Service or any third party whom you approve, but subject to the technical limitations of the Service generally. You may revoke your Consent with respect to any other user at any time. While your Consent is in effect, an approved user may only view any health record you have designated for his or her access. If you revoke your Consent, the approved user will continue to have the ability to view the health record in the form in which it existed at the time you revoked your Consent, but will not be able to view changes made to the record thereafter. The same rules apply to your use of another user's record who approves access by you. You and your Workforce are fully responsible for the information in any chart that you share. You or your Workforce should not share patient information that violates any state or federal laws. In any event, but especially in cases of potential fraud, misuse or abuse of the Service, we reserve the right, in our sole judgment, to revoke, remove, cancel or deny any request to share online health records as part of the Service.
- d. **Client Directories.** We may include your Directory Information (defined below) in our (a) "Public Client Directories," which are electronic directories for patients and the general public; and (b) "Professional Client Directories," which are electronic directories for Clients and other members of the healthcare community ((a) and (b) collectively, "Client Directories"). Client Directories may be made available in various electronic formats, including searchable databases, Client landing pages, interactive reference tools, reference lists, ratings, and integrated look-up features, among others. They may also incorporate information designed to help users, such as integrated maps, and licensure confirmation tools, reviews, among other matters. Client Directories may include a "contact" feature that allows users to contact other users directly through the Service. Our Public Client Directory may be made available to public search engines to aid Client discovery. Listing in the Client Directories is subject to eligibility criteria, which may differ between the Public Client Directory and Professional Client Directory. A Client's "Directory Information" includes the Client's name, name(s) of physicians or other healthcare professionals associated with a Client, associated specialties, Client's business telephone number(s) and physical address(es), National Client Identifiers (or NPI), and the Client's available appointment slots, as each is indicated from information a Client has inputted or imported into the Service. The Directory Information may include additional information you input or upload into profile tools we make available in the Service (such as a profile photograph, accepted insurance, available office hours, a front desk email address, and the like), as and when such tools are available.

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- e. **Providing Physician Data to Payers and Others.** Without limiting the provisions herein, you agree that we may provide De-Identified Health Information and other information (including Your Personal Information and information concerning your practice) to any medical group, independent practice association of physicians, health plan or other organization with which you have a contract to provide medical services, or to whose members or enrollees you provide medical services. Such information may identify you but will not identify any individual to whom you provide services. Such information may include aggregated data concerning your patients, diagnoses, procedures, orders and the like.
- f. **Support and Assessment Resources; Advertising.** We may also present to you, through the Service or through the use of Your Information, the opportunity to utilize or engage in clinical decision support or assessment resources or informational programs (“Support and Assessment Resources,” which may also include, for the avoidance of doubt, Patient Support Programs). We may also place advertisements concerning the products and services of third parties throughout the Service, so that you see them when you use the Service. Such Support or Assessment Resources or advertisements may be funded or sponsored by third parties and may include branded or unbranded content about medical substance abuse related conditions, treatments and products, or safety and regulatory information resources. They may also include opportunities to participate in informational surveys or studies, or to discuss with your patients potential beta programs, trials or other research programs, which may be funded by government grants. We may receive remuneration from the funding sources or sponsors for presenting you with Support and Assessment Resources or displaying their advertisements. In connection with offering or operating such Support and Assessment Resources or delivering advertising, we may share personally identifiable information about you for the purposes of assessing program eligibility, effectiveness or performance with partners who are subject to confidentiality obligations. Additionally, if you choose to engage or utilize one of the Support and Assessment Resources, you may be asked to provide personal information that may be used to supplement Your Information as well as information gathered as part of the program itself (e.g., responses to surveys). This information will be used to provide the content or services described in the Support and Assessment Resources or provide you with any gift or honoraria associated with the program. If you receive remuneration for participating in a sponsored survey, for example, we may be required to provide the funding source or sponsor with information about you for its recordkeeping, regulatory reporting or measurement purposes. You acknowledge and agree that we or our authorized representatives may contact you via email, phone, or text message at any time for any reason.

20. Intellectual Property Rights

- a. **Individually Identifiable Health Information.** You retain all rights with regard to Your Health Information so long as you keep your account current and all balances due and owing are paid, and we will only use such information as expressly permitted in these TOS.

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- b. **De-Identified Information.** In consideration of our provision of the Service, you hereby transfer and assign to us all right, title and interest in and to all De-Identified Information that we make from Your Information as defined herein. You agree that we may use, disclose, market, license and sell such De-Identified Information for any purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are a principal consideration for the provision of the Service, without which we would not enter into these TOS.
- c. **Other Works and Information.** You hereby grant to us a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material or work product – other than Your Information that has not been De-Identified – you provide to this site or the Service. You agree that we may use, disclose, market, license, and sell such information and works, including derivative products, without restriction. This includes, for example, custom templates that you create using the Service, and information (other than Your Information that has not been De-Identified) that you contribute to forums, discussion groups and the like. You may provide content or material to this site by uploading such content into the Service, participating in forums, discussion groups and the like, or by using the site to create custom templates and the like. Furthermore, you agree that we may use, disclose, market, license and sell such material or content, and that you have no interest in the information, or in the proceeds of any sale, license, or other commercialization thereof. You represent and warrant that any material you provide will not infringe or otherwise violate the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.
- d. **Trade Secrets.** In order to protect our trade secrets herein, you affirm that neither you nor any of your employers, directors, officers, executives, shareholders, members, managers, partners, Workforce, or other business associates of any kind are currently or will become for a period of five (5) years after termination or expiration of any license granted to access or use the Service, either directly or indirectly, an officer, executive, shareholder, partner, employee, independent contractor, advisor, consultant, or any other business associate of any kind of any business entity who does currently operate in or intends to enter into competition with us during the period of time you are licensed to use the Service. If we come to know or have reasonable cause to believe that you are in violation of this affirmation, we reserve the right to immediately, permanently, and without notice terminate your access rights and privileges. Any such use shall subject you, as well as any of your officers, executives, shareholders, or partners, and other offending parties to legal action, which may include both civil and criminal penalties, as applicable. You acknowledge that any such civil action may include, but is not limited to, relief sought in the form of: injunctive relief; actual, punitive, statutory, or liquidated damages; any amount of unjust enrichment accrued as a result of such use; and attorney's fees and costs of suit.

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You acknowledge that all Ancillary Documentation is the confidential information of Logical Software, and you will not use or disclose Ancillary Documentation to any person or entity who is not specifically authorized in writing by Logical Software to receive it. You may not use or disclose any Ancillary Documentation except to the extent that such use or disclosure of such Ancillary Documentation relates to your use of the Service for your own site-level administration. You will use your best efforts (but shall in no event take less than commercially reasonable measures) to safeguard the Ancillary Documentation and protect it against disclosure, misuse, espionage, loss, misappropriation, and theft.

You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover or reduce to human readable form the source code of the Service, except to the extent allowed under any applicable law. Any attempt to do so must utilize a clean room design. If applicable law permits such activities, any information so discovered must be promptly disclosed to us and shall be deemed to be our confidential proprietary information. You will not access the Service for the purposes of copying the flow, process, or any other intellectual property belonging to us for the purposes of incorporating any such intellectual property into a competitive product. If you access the Service on behalf of or for the benefit of a competitor or for any competitive purposes, you must immediately cease such access and report your unauthorized access to Logical Software at support@LogicalSoftware.com.

In the event that, at the conclusion of any resulting litigation, the Service is held to have been legitimately used in any manner to derive a new product, that derivative product may then only be used for noncommercial purposes and may not be marketed, distributed, or otherwise made available in any way. This provision shall not be read to authorize, explicitly or implicitly, use of the Service in such a manner.

- e. **Copyright and Ownership.** All content included in or made available through the Service or any other Logical Software product or service, such as input screens and forms, charts, text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of Logical Software, or its content suppliers, and is protected by United States and international copyright laws. The compilation of all content included in or made available through the Service is the exclusive property of Logical Software and is protected by U.S. and international copyright laws. All content posted on the Service by you must comply with U.S. copyright law. The Service is the intellectual property of and is owned by Logical Software. The structure, organization, flows, processes, and source code of the Service (collectively, "Intellectual Property") are the valuable trade secrets and confidential information of Logical Software. The Service is protected by law, including but not limited to the copyright laws of the United States and the Nevada Uniform Trade Secrets Act, and by international treaty provisions. Except for the limited license described above or as otherwise expressly stated herein, these TOS do not grant you any intellectual property rights in the Service. All rights not expressly granted are reserved by Logical Software. To the extent that Ancillary Documentation includes intellectual property owned by Logical Software, you agree that Logical Software does not grant you any intellectual property rights to any such Ancillary

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Documentation. To the extent that Ancillary Documentation includes intellectual property owned by third parties, you will not use or disclose such Ancillary Documentation in contravention of any agreement between Logical Software and the third party. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Service any suggestions, enhancement requests, recommendations, or other feedback provided by you relating to the operation of the Service. The look and feel of the Service, including the process and flows, are the property of Logical Software. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without the express written permission of Logical Software's CEO.

21. **Individuals' Rights.** You are solely responsible for affording individuals their rights with respect to relevant portions of Your Health Information, such as the rights of access and amendment. You will not undertake to afford an individual any rights with respect to any information in the Service other than Your Health Information.
22. **Business Associate Agreement.** You agree to be bound by the terms and conditions of the BAA, which is incorporated herein by reference.
23. **Computer Systems.** You agree and acknowledge that you will be required to acquire, install, configure and maintain all hardware, software and communications systems necessary to access the Service (your "Computer Systems") and go through all necessary training. Your Computer Systems will comply with the specifications from time to time established by us. You will ensure that your implementation is compatible with the Service. If we notify you that your Computer Systems are incompatible with the Service, you will eliminate the incompatibility, and we may suspend Service to you until you do so.
24. **Third-Party Service**
 - a. We may also present to you, through the Service (including via emails, displays or advertisements) or through the use of Your Information, the opportunity to learn about, access, integrate with, or otherwise use services operated by third parties (each a "Third-Party Service"), some of which may be our affiliates. If you choose to sign-up for or utilize a Third-Party Service, that Third-Party Service may be able to access Your Information. Additionally, we may allow you to access the Third-Party Service, or integrate the Service you receive from us with such Third-Party Service using your Credentials that allow you to receive services or information from such Third-Party Service. Although we may receive remuneration from the operators or sponsors of these Third-Party Services, we do not endorse any Third-Party Service and you are responsible for evaluating any Third-Party Service prior to signing-up for, accessing, or integrating them (including any information) with the Service you receive from us.
 - b. We are not responsible for the quality or efficacy of any Third-Party Service, or their information privacy or security practices, and we have no responsibility for the information, goods or services offered or provided by the operators of such Third-Party Service, or for the manner in which they conduct their operations. Your use of Third-Party Service and the materials, information, goods and services offered by them is entirely at your own risk and is subject to the terms of use of the third parties operating or providing them, if any. You agree to indemnify, defend, and hold us harmless against

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any claim, loss, liability, or other damages related to your use of any Third-Party Service. You should assume that any Internet page or other material that does not bear an official Logical Software logo is provided by a third party. You should review the applicable terms of any agreement, terms of use and privacy policies of any Third-Party Service, since they are subject only to the agreements you have with the operators of such Third-Party Service, and not covered by these TOS. Further, the Third-Party Service may use Your Information in a way that we would not. You further acknowledge that your use of any Third-Party Service is on an “as-is” basis and is further subject to the TPTOS to which you consent by entering into these TOS.

25. **Service Fees.** You agree to pay all fees for the Service (the “Service Fees”), as set forth in Exhibit A. You also agree to pay, at our then current rates, for all goods, services, or features that you utilize, or otherwise request from us and that are not included in our standard services on Exhibit A (“Miscellaneous Charges”). We will notify you of the applicable Miscellaneous Charges before performing services or enabling features to which a Miscellaneous Charge will apply. We reserve the right to change the Miscellaneous Charges at any time, or to add new fees or charges.
- a. **Implementation Fees.** The implementation of the Service is considered complete and accepted by you, and Service start date deemed commenced, upon the Effective Date. The implementation fee, if applicable, is considered fully earned by us on the Effective Date, even if an installment payment plan for such fees is offered to you. If the implementation fee will be paid pursuant to an installment plan, all remaining installments of the implementation fee remain due and payable even if these TOS are terminated for any reason after the Effective Date.
 - b. **Payment.** The Service Fees and any Miscellaneous Charges shall be paid within thirty (30) days of date of invoice at the address set forth in the invoice, or such other address as may be set forth in our Policies and Procedures. Payments are non-refundable.
 - c. **Late Charges.** In the event payment is not made by the due date, we may discontinue your Service and charge interest on the past due amount at the rate of 1.5% per month or the maximum amount allowed by law, whichever is less. A reconnection fee equal to one (1) month’s Service Fee shall be assessed to re-establish connection after termination due to non-payment, in addition to all unpaid Service Fees. You understand and acknowledge that such charges are not intended as a penalty, but instead are intended to defray the actual administrative costs and expenditure of resources that Logical Software will be subject to as a result of your late payment.
 - d. **Taxes.** All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and you agree to pay any tax (excluding taxes on our net income) that we may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under these TOS. The amount we charge you for a Service may include certain taxes or charges applicable thereto your purchase. If any tax or charge applicable is not charged by us, you acknowledge that you are solely responsible for paying such tax or other charge.

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- e. **Other Charges.** You are responsible for any charges you incur to use the Service, such as telephone and equipment charges, and fees charged by third-party vendors of products and services. To the extent Logical Software enables you to send or receive SMS messages, the standard text messaging rates or other carrier charges may apply to such use. Further, to the extent the App has push notification capability, by downloading the App and clicking to allow push notifications, YOU CONSENT TO RECEIVE COMMUNICATIONS, INCLUDING COMMERCIAL COMMUNICATIONS FROM OR ON BEHALF OF LOGICAL SOFTWARE AND OUR PARTNERS.
 - f. **Payment Information; Method of Payment.** By providing payment information to us, you hereby represent and warrant that you are authorized to use the payment method you provide, that such information is accurate, and that we are authorized to charge you for the applicable Service using the established payment method and the information you provided. You are solely responsible for notifying us of any changes to your payment information.
 - g. **Third-Party Payment.** Fees and charges may be paid by a third party, with the consent of Logical Software, upon your execution of an authorization letter. Such third-party payment will remain in effect for the entire term that the third party provides services to you. You acknowledge and agree that (a) during such term, you shall not be billed by Logical Software for use of the Service, the cost of which shall be paid for entirely by the third party, and (b) that such third party shall not at any time attempt to bill, charge or recoup in any manner any fees and costs due and payable.
26. **Confidential Information.** Except as otherwise provided in these TOS, you may not, without the prior written consent of Logical Software's CEO, at any time, during or after the Term of these TOS, directly or indirectly, divulge or disclose Confidential Information for any purpose. In addition, except for the purposes of using the Service, you will not use Confidential Information for any other purposes. You will hold all Confidential Information in strict confidence and take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. You will disclose Confidential Information only to members of your Authorized Workforce who have a need to use it for the purposes of these TOS. You will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of these TOS. You will promptly advise us in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to your attention.
- a. You agree that we will suffer irreparable harm if you fail to comply with your obligations set forth herein, and you further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, you agree that we will, in addition to any other remedies available to us at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond. Also, in addition to and not in lieu of the foregoing remedies, in the event you breach this Section, all discounts you have received on monthly and other service fees will revert to the published price list will be removed.

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27. Disclaimer, Exclusion of Warranties, and Limitation of Liability

- a. **Carrier Lines.** YOU ACKNOWLEDGE THAT ACCESS TO THE SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND OUR CONTROL. WE ASSUME NO LIABILITY FOR, OR RELATING TO, THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.
- b. **No Warranties.** ACCESS TO THE SERVICES AND THE INFORMATION CONTAINED ON THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, AND WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SERVICES OR THE INFORMATION IN THE SERVICES, INCLUDING USE OF SMS MESSAGING FEATURES AND INACCURATE OR INCOMPLETE INFORMATION. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SERVICES. NO LOGICAL SOFTWARE EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES, CONDITIONS, OR LIMITATIONS CONTAINED IN THESE TOS.
- c. **Conditions for Breach.** We will not be deemed to be in violation of these TOS unless you have first given us written notice specifying the nature of the default, and we have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.
- d. **Other Users.** YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO AND ARE USING OUR SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND OUR CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR

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RESTRICTED USE OF ANY INFORMATION ON THE SERVICES RESULTING FROM ANY USER'S ACTIONS OR FAILURES TO ACT.

- e. **Unauthorized Access; Lost or Corrupt Data.** WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA, FACILITIES OR EQUIPMENT BY PERSONS USING THE SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH OUR PROVISION OF THE SERVICES.
- f. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THESE TOS TO THE CONTRARY, OUR AGGREGATE LIABILITY, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY YOU FOR THE SERVICE IN THE TWO (2) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM, UP TO A LIMIT OF \$10,000 IN THE AGGREGATE. IN THE EVENT YOU RECOVER INSURANCE PROCEEDS PURSUANT TO YOUR INSURANCE, SUCH PROCEEDS SHALL CONSTITUTE AN OFFSET AGAINST ANY DAMAGES CLAIMED BY YOU. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.
- g. **Insurance.** You will obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in your business covering the Term of these TOS. Within five (5) days of our written request, you agree to produce evidence of insurance coverage.

28. Term; Modification; Suspension; Termination

- a. **Term.** These TOS will take effect on the Effective Date, and will continue during the full Term specified in Exhibit A.
- b. **Termination.** Notwithstanding the Term set forth in Exhibit A, Logical Software may terminate these TOS, and your license to the Service, at any time upon written notice if you breach these TOS and fail to cure such breach within 15 days of the date you receive written notice from Logical Software describing the breach.
- c. **Modification.** We may update or change the Service or the terms set forth in these TOS from time to time. Accordingly, we recommend that you review the TOS on a regular

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basis. You understand and agree that your continued use of the Service after the TOS has been updated or changed constitutes your acceptance of the revised TOS. Without limiting the foregoing, if we make a change to the TOS that materially affects your use of the Service, we may post notice or notify you via email or our website(s) of any such change.

d. **Termination, Suspension or Amendment as a Result of Government Regulation.**

Notwithstanding anything to the contrary in these TOS, we have the right, on notice to you, immediately to terminate, suspend, or amend these TOS (and to accordingly suspend or terminate your license to the Service, as applicable), without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; (c) if performance of any term of these TOS by either Party would cause it to be in violation of law, or would jeopardize its tax-exempt status.

e. **Judicial or Administrative Procedures; Credentialing.** We may terminate these TOS, and your access to the Service, immediately upon notice to you: (a) if you are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that you have violated any standard or requirement of federal or state law relating to the privacy or security of health information in any administrative or civil proceeding; (c) you are excluded from participation in a federal or state health care program; (d) you cease to be qualified to provide services as a health care professional, or we are unable to verify your qualifications as such or (e) as otherwise set forth herein.

f. **Suspension of Access.** In addition to any other remedies we may have at law or in equity, we may suspend access to the Service by you or any member of your Workforce immediately pending your cure of any breach of these TOS, or in the event we determine in our sole discretion that access to or use of the Service by you or the member of your Workforce may jeopardize the Service or the confidentiality, privacy, security, integrity or availability of information within the Service, or that you or the member of your Workforce has violated or may violate these TOS or our Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Service with any Credentials assigned to you or a member of your Workforce. We may terminate the access of any member of your Authorized Workforce upon termination or change in status of his or her employment with you. Our election to suspend your license to the Service shall not waive or affect our rights to terminate these TOS as permitted under these TOS.

g. **Suspension and Termination for Non-Use.** If your account does not show any new patients over the course of three (3) months, your account may be suspended in our sole discretion. User access to the Service will be denied and the data will be frozen. To reactivate a suspended account, you must contact us through support@LogicalSoftware.com. There is no charge to reactivate an account in good standing with no past-due balance. If your account remains suspended for three (3)

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months and you have not contacted us to reactivate it, your account may be terminated in our sole discretion.

- h. **Obligations after Termination.** Upon termination of the TOS for any reason, you will (i) cease all use of the Service and (ii) pay the outstanding balance of any fees due to us. Upon cancellation or termination and full payment, we will prepare a copy of all relevant records in PDF format and deliver it to you via either (i) secured hard drive (at cost) by courier to your contact address on file with us at that time or (ii) a dedicated SFTP site, and all of your content will be deleted from the Service if you accept delivery. If you do not accept delivery, we will store the data as custodian as required by law. After your content has been deleted from the Service, it cannot be recovered. All provisions of the TOS which, by their nature, should survive termination shall survive termination.
- 29. **No Solicit or Hire Clause.** You acknowledge that Logical Software invests considerable time and expense in the training of its employees and independent subcontractors in the services to be provided under these TOS. You agree that for the full Term, and for 2 years after termination of these TOS, you will not solicit or employ in any capacity, whether as a direct employee, independent contractor or as a representative of another company providing similar services to you as the Service provided by Logical Software, any person employed by Logical Software at any time during the Term whose duties involve providing the Service, whether for yourself or other Logical Software customers. In addition to equitable remedies, you acknowledge and agree that actual damages in the event of a breach of this Section are difficult to ascertain at present. You have reviewed and found the amount of three hundred thousand dollars (\$300,000) to be a reasonable estimate of damages Logical Software would incur if you breach this Section. You have reviewed and will not challenge this amount as unreasonable, and you agree that you will not contest an order entering a judgment in this amount without delay and that you will not present any defenses or counterclaims.
- 30. **Applicable Law.** The interpretation of these TOS, and the resolution of any disputes arising out of or related to it, shall be governed by the laws of the State of Nevada, without regards to its conflicts of laws provisions. If any action or other proceeding is brought on or in connection with these TOS, the venue of such action shall be exclusively in the applicable state or federal courts in and for Clark County, Nevada.

 - a. Any dispute, controversy, or claim arising out of or relating to these TOS, or the breach thereof, shall be first resolved through mediation. The parties shall select a mutually agreeable mediator. If the parties cannot agree on a mediator within 10 days of the written demand for mediation, the mediation firm chosen by the parties to conduct the mediation shall appoint a mediator. The mediation shall be conducted in Clark County, Nevada. The costs of mediation, including the mediator's fees and expenses, shall be shared equally by the parties. If the dispute is not resolved through mediation within 30 days of the commencement of mediation, either party may initiate litigation or arbitration proceedings.
 - b. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THESE TOS, YOU AND

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WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

- c. IF ANY LITIGATION, ACTION, SUIT, OR OTHER PROCEEDING IS INSTITUTED TO REMEDY, PREVENT OR OBTAIN RELIEF FROM A BREACH OF THESE TOS, IN RELATION TO A BREACH OF THESE TOS OR PERTAINING TO A DECLARATION OF RIGHTS HEREUNDER, THE PREVAILING PARTY WILL RECOVER ALL SUCH PARTY'S ATTORNEYS' FEES AND COSTS OF SUIT INCURRED IN EACH AND EVERY SUCH ACTION, SUIT OR OTHER PROCEEDING, INCLUDING ANY AND ALL APPEALS OR PETITIONS THEREFROM. AS USED IN THESE TOS, ATTORNEYS' FEES WILL BE DEEMED TO BE THE FULL AND ACTUAL COST OF ANY LEGAL SERVICES ACTUALLY PERFORMED IN CONNECTION WITH THE MATTERS INVOLVED, INCLUDING THOSE RELATED TO ANY APPEAL TO THE ENFORCEMENT OF ANY JUDGMENT CALCULATED ON THE BASIS OF THE USUAL FEE CHARGED BY ATTORNEYS PERFORMING SUCH SERVICES.

31. Amending Client Information; Assignability of these TOS; Assurances

- a. If you are a Client, you are required to submit to us all information necessary to confirm yourself as the Client, and maintain the accuracy of such information, in a timely fashion, during the term of these TOS. You are also required to maintain the accuracy of all information associated with each Credential. We shall be entitled to rely on all information you submit to us under these TOS. If you contact us and assert that you have authority to act on behalf of a Client or any of its account(s) or data, you hereby agree to submit to us such written certifications, assurances (which may include a written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion), instruments or judicial process as we, in our sole discretion, may request.
- b. **Assignments.** These TOS may be transferred in its entirety by a Client in connection with the sale, transfer or reorganization of all or substantially all of the practice or business of the Client; provided that each of the following conditions are satisfied in full: (a) an authorized representative of the transferor or transferee notifies us in writing of the transfer, the legal name of the transferee, and date of transfer; (b) the transferor or transferee submits to us such written certifications, assurances (which may include a written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion) or instruments as we, in our sole discretion, may request; and (c) we are satisfied, in our sole discretion, of the validity of the certifications, assurances or instruments submitted pursuant to clause (b). Upon our recognition of a transfer by a Client, the Administrative Rights and all User accounts of such Client's Authorized Workforce shall automatically transfer to such Client's recognized transferee. Except as expressly set forth in this Section, you may not assign or transfer these TOS, in whole or in part, without the prior written consent of Logical Software's CEO, which may be withheld at our sole discretion. In the event that these TOS are assigned or transferred by Client in accordance with this Section, we may in our sole discretion update the TOS (including any exhibits) to the pricing on our most recent price list as of the date of such assignment or transfer.
- c. **Assurances.** By requesting or directing us to take any action described herein with respect to any Client or any account(s) or data held by such account(s), you represent

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and warrant that (i) you have the authority to act on such Client's behalf or to control such account(s) or data, and (ii) your request or direction is not in furtherance of any purpose or action that would violate any provision of these TOS, applicable law or the rights of any person or entity. YOU HEREBY WAIVE AND UNCONDITIONALLY RELEASE US, OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, EXPENSES, ACTIONS AND CAUSES OF ACTIONS OF EVERY KIND AND NATURE, WHETHER NOW KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH ANY ACTION WE TAKE OR DO NOT TAKE IN RESPONSE TO ANY REQUEST, DIRECTION, INFORMATION, CERTIFICATION, ASSURANCE OR INSTRUMENTS WE RECEIVE FROM YOU.

You hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, members, managers, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees arising from: (a) any action we take in reliance on any information, certification, assurance or instrument you provide to us, or (b) any action we take that complies with any request or direction you at any time make or made.

32. **Force Majeure.** No party to these TOS shall be deemed in violation if it is prevented from performing any of its the obligations thereunder by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.
33. **Severability.** Any provision of these TOS that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision . Such other provisions shall remain in full force and effect and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.
34. **Notices.** Any and all notices required or permitted under these TOS shall be sent by United States mail or fax transmission to the address set forth in Exhibit A for each Party, or to such other and different addresses as the Parties may designate in writing. If you supply us with an electronic mail address, we may give notice by email message addressed to such address; provided that if we receive notice that the email message was not delivered, we will give the notice by United States mail or fax.
35. **No Third-Party Beneficiaries.** Except as expressly provided for, nothing express or implied in these TOS is intended to confer, nor shall confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
36. **Electronic Transactions.** The Service may give you the ability to enter into agreements, authorizations, consents and applications; make referrals or engage in other transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS VIA THE SERVICES IN

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CONNECTION WITH SUCH ACTIVITIES CONSTITUTE YOUR ACKNOWLEDGMENT THEREOF AND YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. You represent and warrant that you have the authority to take such actions.

37. **Entire Agreement.** These TOS, including all exhibits hereunder, constitutes the sole and entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with respect to such subject matter.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____