

THIS MASTER SERVICE AGREEMENT (“MSA”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF GPM CORP SERVICES INCLUDING BUT NOT LIMITED TO GEHRIMED AND CARETEAM. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF GPM CORP SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

UPON ACCEPTANCE OF THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A GPM CORP OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

GPM Corp’s direct competitors are prohibited from accessing the Services, except with GPM Corp’s prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 12, 2019. It is effective between Customer and GPM Corp as of the date of Customer’s accepting this Agreement.

## **1. DEFINITIONS**

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“Agreement” means this Master Subscription Agreement.

“BAA” means Business Associate Agreement.

“Beta Services” means GPM Corp services or functionality that may be made available to Customer to try at its option at no additional charge, which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Content” means information obtained by GPM Corp from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data” means electronic data and information submitted by or for Customer to the Services, and/or electronic data and information submitted by or for Customer to a Third-Party Applications(s).

“Documentation” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time, accessible via <http://www.gehrimed.com> or <https://careteamhub.com> to login to the applicable Service.

“Free Services” means Services that GPM Corp makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that can be accessed through the Services.

“Non-GPM Corp Application” means a Web-based, mobile, offline, or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace or under similar designation. Non-GPM Corp Applications, other than those obtained or provided by Customer, will be identifiable as such.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and GPM Corp or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable)

or under a free trial, and made available online by GPM Corp, including associated GPM Corp offline or mobile components, as described in the Documentation.

“Services” exclude Content and Non-GPM Corp Applications.

“GPM Corp” means the Geriatric Practice Management, Corp, a Delaware Corporation.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by GPM Corp without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, GPM Corp at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## **2. GPM CORP RESPONSIBILITIES**

**2.1 Provision of Purchased Services** (Service Level Agreement). GPM Corp will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable GPM Corp standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which GPM Corp shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond GPM Corp’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving GPM Corp employees), Internet service provider failure or delay, Non-GPM Corp Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to GPM Corp’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation, and the applicable Order Form.

**2.2 BAA and Protection of Customer Data.** GPM Corp requires that a BAA be signed between Customer and GPM Corp prior to usage of any services. Under the guidelines of the agreed upon BAA, GPM Corp will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Protected Health Information (PHI), Personally Identifiable Information (PII) and Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

**2.3 GPM Corp Personnel.** GPM Corp will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with GPM Corp's obligations under this Agreement, except as otherwise specified in this Agreement.

**2.4 Beta Services.** From time to time, GPM Corp may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to Beta Services terms which might be found at: <https://gpm.md/legal/beta-services-terms-of-use>. GPM Corp may discontinue Beta Services at any time in its sole discretion and may never make them generally available. GPM Corp will have no liability for any harm or damage arising out of or in connection with a Beta Service.

**2.5 Free Trial.** If Customer registers on GPM Corp's or an Affiliate's website for a free trial, GPM Corp will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by GPM Corp in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY GPM CORP" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND GPM CORP SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE GPM CORP'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED

\$1,000.00. WITHOUT LIMITING THE FOREGOING, GPM CORP AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO GPM CORP AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

**2.6 Free Services.** GPM Corp may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that GPM Corp, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that GPM Corp will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if GPM Corp terminates Customer's account, except as required by law GPM Corp will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY US" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND GPM CORP SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE GPM CORP'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, GPM CORP AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE

DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO GPM CORP AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

### **3. USE OF SERVICES AND CONTENT**

**3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, (c) any added subscriptions will terminate on the same date as the underlying subscriptions, and (d) subscriptions and user licenses are non-transferable except with regard to assignments expressly permitted under the MSA. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by GPM CORP regarding future functionality or features.

**3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, GPM Corp may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding GPM Corp’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon GPM Corp’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below.

**3.3 Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-GPM Corp Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify GPM Corp immediately of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, and (e) comply with terms of service of any Non-GPM Corp Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in GPM Corp’s judgment threatens the security, integrity or availability of GPM Corp’s services, may result in GPM Corp’s immediate suspension of the Services, however GPM Corp will use commercially reasonable efforts under the circumstances to

provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-GPM Corp Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-GPM Corp Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of GPM Corp intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

**3.5 Removal of Content and Third-Party Applications.** If Customer receives notice that Content or a Non-GPM Corp Application must be removed, modified and/or disabled to avoid violating applicable law, or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in GPM Corp's judgment continued violation is likely to reoccur, GPM Corp may disable the applicable Content, Service and/or Non-GPM Corp Application. If requested by GPM Corp, Customer shall confirm such deletion and discontinuance of use in writing and GPM Corp shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if GPM Corp is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, GPM Corp may discontinue Customer's access to Content through the Services.

## **4. NON-GPM CORP PRODUCTS AND SERVICES**

**4.1 Non-GPM Corp Products and Services.** GPM Corp or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-GPM Corp Applications and implementation and

other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-GPM Corp provider, product or service is solely between Customer and the applicable Non-GPM Corp provider. GPM Corp does not warrant or support Non-GPM Corp Applications or other Non-GPM Corp products or services, whether or not they are designated by GPM Corp as “certified” or otherwise, unless expressly provided otherwise in an Order Form. GPM Corp is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-GPM Corp Application or its provider.

**4.2 Integration with Non-GPM CORP Applications.** The Services may contain features designed to interoperate with Non-GPM Corp Applications. GPM Corp cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-GPM Corp Application ceases to make the Non-GPM Corp Application available for interoperation with the corresponding Service features in a manner acceptable to GPM Corp.

## **5. FEES AND PAYMENT**

**5.1 Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services and Content subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) quantities purchased on the contracted Order Form cannot be decreased during the relevant subscription term, and (d) fees are billed for a full month and will not be prorated. Additional features and add-ons that can be added during the term of the subscription will be priced according to the Additional Features price list provided to you by the Sales and Account Management teams of GPM Corp.

**5.2 Invoicing and Payment.** Customer will provide GPM Corp with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to GPM Corp. If Customer provides credit card or direct debit information to GPM Corp, Customer authorizes GPM Corp to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in arrears in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to GPM Corp and notifying GPM Corp of any changes to such information.

**5.3 Overdue Charges and Non-Sufficient Fund Fees.** If any invoiced amount is not received by GPM Corp by the due date, then without limiting GPM Corp’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding invoice amount per month, or the maximum rate permitted by law, whichever is lower, and/or (b) GPM Corp may condition future subscription renewals and Order Forms on



payment terms shorter than those specified in the “Invoicing and Payment” section below. Customer will be responsible for any non-sufficient fund fees that might be incurred from submitting improper or insufficient form of payment to GPM Corp.

**5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, GPM Corp may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. During suspension period, payment per contract is continued to be due.

**5.5 Payment Disputes.** GPM Corp will not exercise its rights under the “Overdue Charges” or “Suspension of Service” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Customer must notify GPM Corp of any payment disputes within 30 days of the disputed invoice. Payment of undisputed balance will be paid within payment terms of the contract.

**5.6 Taxes.** GPM Corp’s fees may or may not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GPM Corp has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, GPM Corp will invoice Customer and Customer will pay that amount unless Customer provides GPM Corp with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, GPM Corp is solely responsible for taxes assessable against it based on its income, property, and employees.

**5.7 Response to Legal Mandates.** In the event that GPM is required to respond to a subpoena, court order, government regulatory inquiry or other legal process relating to the Customer or the Customer’s use of the Services for the production of records and/or testimony relative to information we receive from or prepare on behalf of the Customer, GPM will be compensated for all time expended in connection with such response at normal and customary hourly rates and will be reimbursed by Customer for all out of pocket expenses incurred in regard to such response.

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, GPM Corp, its Affiliates, its licensors, and Content Providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

**6.3 License by Customer to GPM Corp.** Customer grants GPM Corp, its Affiliates, and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-GPM Corp Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for GPM Corp to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-GPM Corp Application with a Service, Customer grants GPM Corp permission to allow the Non-GPM Corp Application and its provider to access Customer Data, and information about Customer's usage of the Non-GPM Corp Application as appropriate for the interoperation of that Non-GPM Corp Application with the Service. Subject to the limited licenses granted herein, GPM Corp acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-GPM Corp Application or such program code.

**6.4 License by Customer to Use Feedback.** Customer grants to GPM Corp and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of GPM Corp's or its Affiliates' services.

**6.5 License by Customer to Use Data.** From time to time, GPM Corp, either themselves or using a third-party, may wish to use Customer data to for research and development purposes to improve upon or expand product offerings. Customer grants to GPM Corp and its Affiliated a worldwide, perpetual, irrevocable, royalty free license to use its Data for these purposes. GPM Corp will maintain the confidentiality and security of the Data used in such trials.

## **7. CONFIDENTIALITY**

**7.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of GPM Corp includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the

Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional GPM Corp services.

**7.2 Protection of Confidential Information.** Customer agrees that it shall retain in strict confidence all information and data relating to this Agreement and to the Company’s business, employees, software, programs, trade secrets, systems, know-how, technology, or any information, not generally known in the relevant trade or industry, obtained from GPM Corp (collectively, “Confidential Information”). Customer shall not disclose Confidential Information to any third party without the Company’s prior written approval. Customer shall take all appropriate actions by instruction or agreement with its employees and agents to satisfy its confidentiality obligations hereunder. Customer acknowledges that a violation of its obligation hereunder with respect to the Company’s proprietary rights will immediately give rise to continuing irreparable injury to the Company, inadequately compensable in damages at law, and that, without limiting its other remedies, GPM Corp is entitled to obtain immediate injunctive relief to restrain a breach hereunder.

**7.3 Prohibition of recreation of Confidential Information.** Except as expressly permitted in this Agreement, Customer shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information of GPM Corp or anything containing or embodying such Confidential Information, and shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any third-party or to any individual employed by Customer, other than (i) an employee of Customer having a need to know such Confidential Information; or (ii) a person under contract with Customer, which person has signed a confidentiality agreement substantially in the form of Section 7.2 and is not in the business of creating, marketing, licensing, or selling computer software to the healthcare industry.

**7.4 Protection of Intellectual Property.** Customer shall not use any Confidential Information or the concepts therein for its own benefit, except as permitted in this Agreement, for the benefit of a third party, or for any purpose other than the purpose for which such Confidential Information is being disclosed. Customer shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the Company.

**7.5 Protection of Rights of GPM Corp.** Customer shall use its best efforts to enforce the proprietary rights of GPM Corp and shall cause each of its employees, independent contractors or agents with access to the Confidential Information to (i) hold the Confidential Information in strict confidence, and (ii) not disclose or disseminate the Confidential Information.

**7.6 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. DATA BACKUP AND SECURITY**

**8.1 GPM Corp's Obligations.** GPM Corp shall be responsible for obtaining and securing a full system and data back-up every working day and retaining an electronic copy of Customer's data derived therefrom. GPM Corp shall perform any back-up procedures of all Software hosted by GPM Corp. GPM Corp and Customer are responsible for maintaining the security of the system and access to Customer's data via Software, and will take all reasonable measures to ensure such security. Customer acknowledges that connection of its system or any component of the system to a communication line (including, without limitation, a telephone line or digital subscriber line providing Internet access) could permit a third party to access the Software and such data, even if Customer has taken security measures (such as the use of "firewalls") approved, recommended or provided by GPM Corp, and Customer agrees that GPM Corp shall not be liable for any such access or the consequences thereof. Customer agrees that, upon a breach of security to system or data identified by GPM Corp, GPM Corp has the right to prohibit access to Customer system and data until such breach has been resolved to GPM Corp's satisfaction.

**8.2 Customer's Protection of Data.** Customer agrees that it shall retain in strict confidence all information and data relating to this Agreement and to GPM Corp's business, employees, software, programs, trade secrets, systems, know-how, technology, or any information, not generally known in the relevant trade or industry, obtained from GPM Corp (collectively, "Confidential Information"). Customer shall not disclose Confidential Information to any third party without GPM Corp's prior written approval. Customer shall take all appropriate actions by instruction or agreement with its employees and agents to satisfy its confidentiality obligations hereunder. Customer acknowledges that a violation of its obligation hereunder with respect to GPM Corp's proprietary rights will immediately give rise to continuing irreparable injury to GPM Corp, inadequately compensable in damages at law, and that, without limiting its other remedies, GPM Corp is entitled to obtain immediate injunctive relief to restrain a breach hereunder.

**8.3. Customer's Use of Data and Products.** Except as expressly permitted in this Agreement, Customer shall not copy, modify, enhance, compile or assemble (or reverse

compile or disassemble), or reverse engineer Confidential Information of GPM Corp or anything containing or embodying such Confidential Information, and shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any third -party or to any individual employed by Customer, other than (i) an employee of Customer having a need to know such Confidential Information; or (ii) a person under contract with Customer, which person has signed a confidentiality agreement substantially in the form of Section 9.1 and is not in the business of creating, marketing, licensing, or selling computer software to the healthcare industry.

## **9. INTELLECTUAL PROPERTY.**

**9.1 Confidential Information Protection.** Customer shall not use any Confidential Information or the concepts therein for its own benefit, except as permitted in this Agreement, for the benefit of a third party, or for any purpose other than the purpose for which such Confidential Information is being disclosed. Customer shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of GPM Corp.

**9.2. Proprietary Rights of GPM Corp.** Customer shall use its best efforts to enforce the proprietary rights of GPM Corp and shall cause each of its employees, independent contractors or agents with access to the Confidential Information to: (i) hold the Confidential Information in strict confidence, and (ii) not disclose or disseminate the Confidential Information.

## **10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**10.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**10.2 Limited Warranty.** Except as expressly set forth in this Agreement, GPM Corp makes no other warranty of any kind to Customer, express, implied, or statutory (with respect to the services, Software, or results obtained from its service or Software) including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or use, and title and non-infringement. CUSTOMER AGREES THAT THE SOFTWARE IS A DOCUMENTATION TOOL ONLY, AND THAT THE SOFTWARE IS NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CUSTOMER FURTHER AGREES THAT NOTHING IN THE SOFTWARE OR ANYTHING ELSE PROVIDED PURSUANT TO THIS AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CUSTOMER FURTHER AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY ITSELF IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CUSTOMER TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR

OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. GPM CORP SHALL NOT HAVE ANY RESPONSIBILITY AS A RESULT OF THIS AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO INSURANCE COMPANIES, GOVERNMENTAL AGENCIES, OR OTHER PAYORS.

**10.3 GPM Corp Warranties.** GPM Corp warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, (b) GPM Corp will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-GPM Corp Applications” section above, GPM Corp will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

**10.4 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## **11. MUTUAL INDEMNIFICATION**

**11.1 Indemnification by GPM Corp.** Subject to Section 12, GPM Corp will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by GPM Corp in writing of, a Claim Against Customer, provided Customer (a) promptly gives GPM Corp written notice of the Claim Against Customer, (b) gives GPM Corp sole control of the defense and settlement of the Claim Against Customer (except that GPM Corp may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives GPM Corp all reasonable assistance, at GPM Corp’s expense. If GPM Corp receives information about an infringement or misappropriation claim related to a Service, GPM Corp may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching GPM Corp’s warranties under “GPM Corp Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees

covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by GPM Corp, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-GPM Corp Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

**11.2 Indemnification by Customer.** Customer will defend GPM Corp and its Affiliates against any claim, demand, suit or proceeding made or brought against GPM Corp by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-GPM Corp Application provided by Customer, or (c) the combination of a Non-GPM Corp Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against GPM Corp"), and will indemnify GPM Corp from any damages, attorney fees and costs finally awarded against GPM Corp as a result of, or for any amounts paid by GPM Corp under a settlement approved by Customer in writing of, a Claim Against GPM Corp, provided GPM Corp (a) promptly gives Customer written notice of the Claim Against GPM Corp, (b) gives Customer sole control of the defense and settlement of the Claim Against GPM Corp (except that Customer may not settle any Claim Against GPM Corp unless it unconditionally releases GPM Corp of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against GPM Corp arises from GPM Corp's breach of this Agreement, the Documentation or applicable Order Forms.

**11.3 Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

## **12. LIMITATION OF LIABILITY**

**12.1 Limitation of Liability.** In no event shall the Company's aggregate liability to Customer and all of their affiliates, for all claims, exceed the fees actually paid to GPM Corp under this Agreement during the twelve (12) month period preceding the date of the claim. TO THE EXTENT PERMITTED BY LAW, GPM CORP SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER CAUSED BY THE NEGLIGENCE OF GPM CORP OR OTHERWISE, EVEN IF GPM CORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOU AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES

AND PAYMENT” SECTION ABOVE. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**12.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

### **13. TERM AND TERMINATION**

**13.1 Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

**13.2 Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Subscriptions must be renewed by Customer to initiate a new Term. Any subscriptions that have not been renewed upon completion of the contract term specified in the Order Form shall automatically renew with a \$25 increase per user license fee, not to exceed list price and for usage of add-on features at the listed rate for each.

**13.3 Termination by Customer.** During the Term of the Agreement as specified in the applicable Order Form, Customer may only terminate the Agreement upon a breach by GPM Corp of a material term of the Agreement which is not cured to the reasonable satisfaction of the Customer within thirty (30) days of written notice of such breach.

**13.4 Termination by GPM Corp.** GPM Corp may terminate the Subscription and rights granted to Customer under this Agreement if: (i) Customer assigns the Subscription for the benefit of creditors; (ii) Customer becomes unable to pay debts as they mature; (iii) a trustee or receiver is appointed for a substantial part of Customer’s assets; or (iv) a proceeding is instituted against Customer under any provision of the Federal Bankruptcy Act that is acquiesced in and is not dismissed within sixty (60) days, or results in an



adjudication of bankruptcy; or (v) for violation of the Master Subscription Agreement; or (vi) at will of the Company. The termination is effective upon Customer's receipt of the Company's written termination notice.

**13.5 Payment upon Termination.** If this Agreement is terminated by GPM Corp in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to GPM Corp for the period prior to the effective date of termination.

**13.6 Your Data Portability and Deletion.** GPM Corp shall provide Customer and its representatives access to all records of Customer managed by GPM Corp during the term of this Agreement for a period of thirty (30) days after this Agreement is terminated. Customer may extract all standard patient records in CCD format (as described below) from the Software at no charge. In addition, upon Customer request, GPM Corp will extend Professional Services to deliver standard patient records to Customer in digital form within that timeframe. Professional Services are charged at the market rate and would include the standard patient records and data for each patient in Consolidated Clinical Document Architecture (CCDA) format (or the then-current industry standard format) and a PDF for each signed encounter. Shipping fees for delivery of digital records (i.e. a compact disc), if necessary, will be invoiced separately at market rate. Delivery of non-standard patient records shall constitute additional service and incur additional fees at the rate for Professional Services. Customer records will be inaccessible after the initial period of thirty (30) days after termination unless Customer requests extended access to records. In order to receive access to Customer records after termination, including extended access more than thirty (30) days after termination, Customer is required to maintain at least one directly related subscription, which will be charged at market rate.

**13.7 Surviving Provisions.** The sections titled "Fees", "Invoices and Payment", "Other Fees and Charges", "Confidentiality", "Usage Restrictions", "Indemnification", "Limitation of Liability", "Refund or Payment upon Termination", "Your Data Portability and Deletion", "Non-GPM Providers", "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## **14. REGULATORY MATTERS.**

**14.1 HIPAA Compliance.** Where, for purposes of this Agreement, GPM Corp is a Business Associate and Customer is a Covered Entity as defined in the rules and regulations covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), GPM Corp shall comply with the terms of the Business Associate Agreement attached hereto, as Exhibit A.

**14.2 The Anti-Kickback Law and Similar Laws.** The parties acknowledge and agree that the amounts due to GPM Corp from Customer pursuant to this Agreement have been determined by the parties through good faith and arm's length bargaining to be

commercially reasonable, to reflect fair market value and not in any way to be based upon the volume or value of patient referrals or any other business generated between the parties. GPM Corp and Customer enter into this Agreement with the intent of conducting their relationship and implementing the agreements contained in this Agreement in full compliance with applicable federal, state, and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the “Anti-Kickback Law”) and Section 1877 of the Social Security Act (the “Stark Law”), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law or any similar State law, rule or regulation. Without limiting the generality of the foregoing, GPM Corp and Customer expressly agree that nothing contained in this Agreement shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify GPM Corp at legal@gpm.md.

**14.3 No Disqualified or Excluded Parties.** GPM Corp represents and warrants to Customer that, during the term of the Agreement, GPM Corp and each employee, contractor and/or agent of GPM Corp providing services hereunder has not been: (i) convicted of a criminal offense that falls within the ambit of 42 USC Section 1320a-7(a) (e.g., a conviction relating to services or supplies paid for by Medicare, Medicaid or other federal healthcare program), or (ii) excluded, debarred, suspended or otherwise ineligible to participate in a federal health care program, including but not limited to Medicare and Medicaid.

**14.4 Access to Records.** Upon written request, the parties shall make available for a period of four (4) years after the furnishing of services under this Agreement to the Secretary of the U.S. Department of Health and Human Services, or any of its duly authorized representatives, this Agreement and any of the parties’ books, documents, and records that are necessary to certify the nature and extent of costs incurred pursuant to this Agreement and which are required to be made available under the Omnibus Reconciliation Act of 1980, Public Law 96 499, Section 952, or any regulation promulgated thereunder. Further, if GPM Corp carries out any of its duties under this Agreement through a subcontract or assignment with a value or cost of \$10,000.00 or more over a twelve (12) month period, such contract shall contain a clause to the effect that the contracting organization shall furnish its books, documents, and records upon request as described to verify the nature and extent of costs.

## **15. TESTIMONIAL RELEASE**

**15.1 Use of Testimonial Feedback.** From time to time, GPM Corp may want to use comments, images, or another form of feedback provided by Customer through solicitation from GPM Corp or provided by Customer voluntarily. Customer authorizes GPM Corp to copy, exhibit, publish or distribute the Testimonial for purposes of publicizing GPM Corp’s programs or for any other lawful purpose. These statements may

be used in printed publications, multimedia presentations, on websites or in any other distribution media. Customer agrees to make no monetary or other claim against GPM Corp for the use of the statement and agrees to waive any right to inspect or approve the finished product, including written copy, wherein Customer's likeness or testimonial appears.

**15.2 Denial of Use of Testimonial Feedback.** If Customer wishes to revoke GPM Corp's permissions to use its testimonial Feedback as described in Section 15.1, Customer may do so by communicating said preference in writing to their Account Manager.

## **16. GENERAL PROVISIONS**

**16.1 Export Compliance.** The Services, Content, other GPM Corp technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. GPM Corp and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

**16.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**16.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between GPM Corp and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**16.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**16.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**16.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**16.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**16.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets notice of which should be made to the other party in writing. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**16.9 Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**17. No Agency.** For the avoidance of doubt, GPM Corp is entering into this Agreement as principal and not as agent for any other company. Subject to any permitted Assignment under the "Assignment" section below, the obligations owed by GPM Corp under this Agreement shall be owed to Customer solely by GPM Corp and the obligations owed by Customer under this Agreement shall be owed solely to GPM Corp.