

SCHEDULE B

THIRD PARTY SOURCES SUPPLEMENTAL TERMS

The following provisions are supplemental terms which must be agreed to by Licensee in order for CMI's business partners to comply with HIPAA and other contractual requirements placed on them. CMI requires that Licensee agree to this Addendum so that CMI may provide services to Licensee.

1. Persons who use SEVOCITY® for electronic prescriptions must be Providers who are licensed medical professionals with the right to prescribe medicine.
2. CMI, if presented with evidence of reasonable cause to suspect violations of the Agreement shall have the right to audit Licensee's records to ensure Licensee's compliance with Licensee's obligation to secure and maintain written consents from all patients. CMI shall have the right to transfer these audit rights to one of its business partners, provided that any such audit must be conducted with at least five (5) days' notice, during normal business hours at a mutually agreeable time, and that the cost of any such audit will be borne by CMI or the party conducting the audit.
3. CMI and its business partners reserve the right to share certain account or other information with third parties, when there is a good faith belief that the law or legal process requires it, or when it is necessary to do so to protect the rights or property of CMI or others.
4. CMI shall have the right to add future provisions which may be for the benefit of CMI and or its business partners, including changes required by changes in federal, state or local law (including HIPAA), or upstream requirements by CMI's vendors.
5. It is understood and agreed by both CMI and Licensee, that CMI's business partner, DrFirst.com, Inc. (DrFirst) and DrFirst's business partner, Surescripts, shall each be an intended third party beneficiary of the Agreement with respect to those provisions which require Licensee's compliance with HIPAA, protection of confidential information, and protection of third party intellectual property. It is further understood and agreed that DrFirst and Surescripts, as intended third party beneficiaries with respect to these provisions, may enforce compliance with these provisions if there is a breach or threatened breach of their rights. Access to and use of any applications that use the Surescripts network and its data sources is subject to the approval of Surescripts. Licensee acknowledges and agrees that access to/use of applications utilizing Surescripts will terminate in the event Surescripts and/or its data sources prohibits DrFirst from providing the application to CMI. CMI and DrFirst shall have no liability related to any denial by Surescripts.
6. DrFirst, and Surescripts shall have, without notice, the right to access, inspect and review all records related to information and prescription data provided by or through the Surescripts network or PRM Services.
7. Licensee shall not, and shall ensure that its Authorized Users do not, use any means, program or device to influence or attempt to influence the decision of an Authorized User to write a prescription for a certain medication or to send the prescription to a certain pharmacy; provided however, that information related to formulary and benefit plan design and information from payers or other reputable sources providing clinical information shall be exempt from this prohibition, so long as the Provider can still access all pharmaceuticals and the Provider or patient is not prohibited from selecting a pharmacy. Licensee and Authorized Users acknowledge and agree that any pharmacy benefit manager, pharmacy payer, or other source of data may be added or deleted at any time without prior notice to Licensee.
8. Licensee acknowledges and agrees, and shall have each of its Authorized Users acknowledge and agree, that the prescription benefit and medication history information provided may not be accurate or complete, and that CMI, Dr. First, Surescripts, the pharmacy, pharmacy benefit manager, payor or other data source provides no representation or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information. Furthermore, Licensee releases, and shall by contract, cause each of its Authorized Users to release and hold harmless, DrFirst, Surescripts, CMI and any other person or entity providing prescription benefit or medication history information from any liability, cause of action, or claim related to the completeness or lack thereof of the information. Licensee and each of its Authorized Users shall confirm this information with the patient before providing medical services, and use his/her professional judgment in the provision of care.
9. Licensee shall ensure that all messages transmitted to DrFirst originate from Authorized Users who are employed by, subject to the direction and control of, or otherwise are licensed, registered and authorized Providers registered with CMI.

10. CMI and DrFirst shall have the right to use the prescription data provided to DrFirst in any manner, so long as it is in compliance with all applicable state and federal laws and regulations, including but not limited to the ability to de-identify and aggregate the prescription data.

11. The AMA licenses CPT to CMI for use in SEVOCITY®. The AMA is a third party beneficiary of the Agreement. Licensee grants CMI permission to provide the AMA with Licensee's name and a copy of the Agreement. Licensee will ensure that anyone with authorized access to SEVOCITY® will comply with the provisions of the Agreement. Licensee will keep complete and accurate books and records concerning the Agreement for at least three (3) years following the year to which they pertain. Licensee expressly acknowledges and agrees to the extent permitted by applicable law, use of CPT is at Licensee's sole risk and CPT is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. CPT does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in CPT should be used only as a guide.

12. Licensee is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by CMI, of the same type as required of CMI under the agreement between CMI and AMA. If requested by CMI or the AMA, Licensee agrees to accurately calculate and count and report to CMI, on a quarterly basis on dates specified by CMI and on a form required by CMI, the following information:

- (a) Total Number of Billing Providers (as defined below);
- (b) Total Number of Billing Providers (full time equivalents) x 4; and
- (c) Total Number of Users (as defined below).

For purposes of this Section 12 only, the term "Billing Provider" means a health care provider who renders medical services for which a fee is charged.

For purposes of this Section 12, the term "User" means an individual who:

- (i) accesses, uses, or manipulates CPT contained in SEVOCITY®; or
- (ii) accesses, uses or manipulates SEVOCITY® to produce or enable an output (data, reports, or the like) that could not have been created without CPT embedded in SEVOCITY® (even though CPT may not be visible or directly accessible); or
- (iii) makes use of an output (data, reports or the like) of SEVOCITY® that relies on or could not have been created without CPT embedded in SEVOCITY® (even though CPT may not be visible or directly accessible).

LICENSEE'S SUBMISSION OF EACH REPORT TO CMI SHALL CONSTITUTE LICENSEE'S ATTESTATION OF THE ACCURACY AND COMPLETENESS OF THE REPORT.

CMI, the AMA, or their representatives may, at CMI's or the AMA's expense and no more than once per year, audit and copy Licensee's records pertaining to the Agreement at Licensee's location in the presence of Licensee's personnel or representative. The AMA will keep the records confidential. If the audit discloses that Licensee's reports were over-reported or under-reported by five percent (5%) or more in any reporting period, Licensee will reimburse CMI or the AMA for the cost of the audit.

13. Sand Dune Mail Ltd. is the third party provider for the SMTP2GO service associated with the unencrypted email service in SEVOCITY® (for email communications from Licensee to patients and from patients to others) and is a third party beneficiary of the Agreement. Licensee agrees that it shall have obtained prior permission from any recipients to send them emails. Licensee agrees that it will not send unsolicited marketing email (i.e., without proper permission from recipients) and shall not send any unsolicited emails of any kind. Use of the email service is solely at Licensee's risk, and Licensee shall indemnify and hold harmless CMI and Sand Dune Mail Ltd. from and against any and all claims, damages, and costs (including reasonable attorneys' fees) relating to or arising out of (i) any acts by Licensee or materials or information transmitted by Licensee in connection with the email service, regardless of the type of claim or the nature of the cause of action, and (ii) a patient's right and ability to send unencrypted medical information at the patient's direction.

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The Fax Service is provided to CMI and Licensee by Consensus Cloud Solutions, LLC and/or Consensus Cloud Solutions International Ltd., (individually and collectively, "Supplier"). All parties to this Agreement agree that Supplier shall be and is hereby named an express third-party beneficiary of this Agreement, and this Agreement confers rights and remedies upon Supplier. CMI and Supplier are hereinafter referred to, collectively, as "Service Providers". Each Service Provider reserves the right to modify or discontinue the Fax Service at any time. Service Providers shall not be liable to Licensee or any third party should any Service Provider exercise its right to modify or discontinue the Fax Service. Upon termination of the Fax Service or this Agreement, Licensee's right to use the Fax Service immediately ceases and Service Providers will have no obligation to forward any unread or unsent messages.

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A "Ported DID" is a telephone number Licensee ported from Licensee's telecommunications carrier(s) to Supplier's telecommunications carrier(s) to be placed in Supplier's name. Service Providers' charges for porting in and porting out Ported DIDs depends on the location and quantity of the Ported DIDs. Licensee shall not delete Ported DIDs from Licensee's account during the term of the Agreement.

Upon termination of this Agreement (other than termination due to Licensee's breach of this Agreement), Supplier agrees, following receipt of Licensee's written request sent to corpporting@consensus.com and received within sixty (60) days of the termination date, to use commercially reasonable efforts to transfer back the requested Ported DIDs to a telecommunications provider Licensee designates. In the event Licensee fails to request to port out any Ported DIDs within sixty (60) days of the termination of this Agreement, Licensee shall no longer have a right to have any Ported DIDs ported out.

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"Documentation" means the printed and on-line materials, user guides, product specifications, training manuals and other similar information that assist Licensee, as updated from time to time.

"Licensed Solutions" means the terminology products and/or software programs developed by IMO and accessed by Licensee pursuant to the Agreement between Licensee and CMI.

"Term" means the term of the Agreement between Licensee and CMI that provides for use of the Licensed Solutions.

"Third Party Components" means all third party software and content included in the Licensed Solutions as identified in the Documentation.

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- (e) Licensee shall have sole responsibility for the accuracy, quality, integrity, legality and appropriateness of user data. Licensee agrees not to provide, post or transmit any content, data or any other information or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information.
- (f) Suki, its licensors, and CMI may access Authorized User account(s), including without limitation user data, to respond to service or technical problems and for the purpose of using the user data for system tuning, grammar tuning, training of acoustic models and other models, tools and algorithms and generally for the purpose of improving their respective products and services.
- (g) Licensee agrees not to use the Suki Platform or components thereof to: (a) harvest, collect, gather

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