EFFECTIVE HEALTH SYSTEMS, LLC

GENERAL TERMS OF USE FOR THE BASELINE TECHNOLOGIES & SOFTWARE

Effective Date: 01/01/2024

This document presents Effective Health Systems (LICENSOR, Effective Health or EHS) general terms of use for the services of the Baseline Platform as a Service and its related software applications and documentation (collectively referred to as BaseLine, Program, or Service) as may be defined in a specific Work Order for Service and accessed through an online Software as a Service.

This document is intended to support a specific Work Order that will define the specific nature of the elements of BaseLine being Licensed including the scope of services to be provided, the fees associated with the agreement, and such other requirements agreed to by the parties.

1. Grant of License

1.1 LICENSOR hereby grants to LICENSEE on the terms and conditions hereof a personal, nontransferable, nonsublicenseable, nonexclusive License (the "License") to use BaseLine. LICENSOR shall also provide maintenance and support for the Program as defined in the Work Order.

1.2 LICENSEE acquires no right of any kind with respect to any source code for BaseLine.

1.3 LICENSEE may not assign or transfer this Agreement or any rights which it holds hereunder.

2. Term and Termination

2.1 Unless otherwise defined in the Work Order, this Agreement is entered into for a one-year term starting on the execution date of the Work Order. This Agreement shall automatically renew for successive one-year terms. Either party may terminate this Agreement for any reason upon providing sixty (60) days advance written notice to the other party.

2.2 Upon any material default by LICENSEE, which shall include a failure to pay an invoice within 45 days of issuance, LICENSOR may terminate this Agreement immediately by written notice of termination via email, fax or USPS.

2.3 Upon termination, LICENSEE shall have rights to the LICENSEE's transaction data collected over the term of this Agreement. This data shall be provided to the LICENSEE without charge through the system's export function.

3. Fees, Billing, Taxes, Payments, Disputes, Termination

3.1 Fees for use of BaseLine shall be defined in the Work Order.

3.2 Billing shall be defined in the Work Order.

3.3 Taxes. All sales, use, excise, property or other federal, state or local taxes or other assessments and related interest or penalties applicable to the license fees charged hereunder shall be the obligation of LICENSEE. This shall not apply to any tax based solely on LICENSOR net income.

3.4 Payments and Disputes. UNLESS OTHERWISE DEFINED IN THE WORK ORDER: LICENSEE shall pay all invoices within 30 days of receipt. LICENSEE may dispute specific items of an invoice by providing LICENSOR written notice of the specific issues in dispute within 30 days of receipt an invoice. LICENSEE shall pay for all items not in dispute within the regular 30-day payment window. Failure to notify LICENSOR of a dispute within 30 days, and/or payment for the invoiced items within 30 days shall be deemed acceptance of fees and costs contained therein.

3.5 Termination. Either party may terminate this Agreement following the by providing 60 days written notice to the other party. Upon Termination, LICENSOR shall immediately refund to LICENSEE any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination; LICENSEE shall immediately pay to LICENSOR all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination. LICENSEE's payment obligations hereunder and the obligations of the LICENSEE under section 3.3 (Taxes) hereof shall survive expiration or termination of this Agreement for any reason. LICENSEE shall cease all use of BaseLIne upon the effective date of termination. LICENSEE will have thirty-days from date of termination to retrieve any data the LICENSEE wishes to keep via the system's export function.

3.6 Price Increase: LICENSOR may increase transaction fees one time per calendar year with 30 days written notification to LICENSEE.

3.7 Disabled Access: Failure to pay invoices within 30 days will result in disabled access for all LICENSEE services as defined in the Work Order. A reconnection fee of $500 will be charged to LICENSEE.

4. Support Services, unless otherwise specified in the Work Order, support services include

4.1 Basic Support. At LICENSOR's own expense, LICENSOR shall provide LICENSEE with electronic support during LICENSOR's normal business hours in order to help LICENSEE locate and correct routine issues. Basic Support may also include triaging issues that may be "Bugs" or "Enhancement Requests" (see definitions in 4.2 and 4.3.

4.2 Bug Fixes. A software bug is an error, flaw, failure or fault in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in unintended ways. LICENSOR will fix any software bug without charge provided the "bug" was not caused by some action of the LICENSEE; in such an event, LICENSOR may charge LICENSEE a service fee at its then current per hour fee for the related work.

4.3 Enhancements. LICENSEE may request LICENSOR to create a system enhancement. LICENSEE will be required to present a comprehensive list of requirements to the LICENSOR. LICENSOR will review the requirements and determine the size and scope of the proposed project and an appropriate charge to the for the enhancement. Prior to beginning work on the enhancement LICENSOR will present LICENSEE with a statement of work and the cost of the project; which, if LICENSEE accepts LICENSEE will be responsible

to pay LICENSOR per the terms of the statement of work. LICENSEE will be responsible to pay for the project and any changes to the requirements once committing to the project.

5. Service Levels.

5.1 Applicable Levels. LICENSOR shall provide the Service to LICENSEE with a System Availability of at least 98% of Basetime within any 3-month period.

5.2 System Maintenance. LICENSOR may

(a) take the Service offline for scheduled maintenances that it provides LICENSEE the schedule via email (though this scheduled maintenance time will not count as System Availability), and (b) change its schedule of maintenances on two days' notice to LICENSEE.

5.3. System Availability Definitions

(a) "Available" means when the Services is not Unavailable.

(b) "Availability" means a measurement of the percentage of Downtime during Core Hours.

(c) Not Included in "System Availability. "System Availability" will not include any minutes of downtime resulting from: (i) Scheduled Maintenance, (ii) events of force majeure, (iii) malicious attacks on the system, (iv) issues associated with LICENSEE's computing devices, local area networks or internet service provider connections, or (v) LICENSOR's inability to deliver services because of LICENSEE's acts or omissions.

(d) "Basetime" means between the hours of 6:00 AM Eastern Time and 5:00 PM Pacific Time, seven days per week, 365 days per year.

(e) "Core Hours" means Basetime less Scheduled Maintenance, Emergency Maintenance, events of force majeure, malicious attacks on the system, issues associated with LICENSEE's computing devices, local area networks or internet service provider connections, or LICENSOR's inability to deliver services because of LICENSEE's acts or omissions.

(f) "Downtime" means when the Services are Unavailable during Core Hours and begins when LICENSEE notifies Effective Health and ends when the Services are restored.

(g) "Emergency Maintenance" means maintenance that Effective Health will determine is required for the proper performance of the Services that is of a sudden nature and is not Scheduled Maintenance.

(h) "Malicious Code" means viruses, worms, Trojan horses, and other computer instructions intended to damage or adversely affect computer systems or the data use thereby.

(i) "Regular Support Hours" means 9:00 AM to 8:00 PM Eastern Time, Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays other than nationally recognized federal holidays.

(j) "Scheduled Maintenance" means pre-established maintenance time, if any, and any time associated with the installation of service packs, patches, major releases, or version upgrades. Effective Health will furnish to LICENSEE a schedule of Scheduled Maintenance at least two business days in advance of the date on which the Scheduled Maintenance is to occur. Scheduled Maintenance may not take place between 6:00 AM and 5:00 PM (US Eastern Time) on LICENSEE business days. LICENSOR will provide

LICENSEE with a minimum of one-week advance notice of major release upgrades. Effective Health will use commercially reasonable efforts to limit Scheduled Maintenance.

(k) "Update" means a routinely-issued revisions or corrections to the Services generally issued for the purpose of correcting discovered errors, improving efficiency or overall performance and incorporating enhancements or changes in applicable rules or regulations fee schedules that Effective Health makes generally available to its Clients but does not include upgrades that include departures from the standard specifications with regard to functionality or enhancements or added features or functions.

5.4 Response and Resolution Goals

5.4.1 Severity 1: The Production system / application is down, seriously impacted and there is no reasonable workaround currently.

Upon confirmation of receipt, the LICENSOR will begin continuous work on the issue, and a customer resource must be available during normal business hours to assist with problem determination. Once the issue is reproducible or once we have identified the Software defect, LICENSOR support will provide reasonable effort for workaround or solution within 24 hours.

5.4.2 Severity 2: The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.

LICENSOR will work during normal business hours to provide reasonable effort for workaround or solution within 7 business days, once the issue is reproducible.

5.4.3 Severity 3: The system or application is moderately affected. The issue is not critical, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.

LICENSOR will work during normal business hours to provide reasonable effort for workaround or solution within 10 business days, once the issue is reproducible.

5.4.4 Severity 4: Non-critical issues.

LICENSOR will seek during normal business hours to provide a solution in future releases of the Service.

6. Data Privacy. Licensor may collect, use and process Licensee data only according to LICENSOR's Privacy Policy, available at www.EffectiveHealthSystems.com. If LICENSOR has access to private health information or individually identifiable information, LICENSOR shall handle such information consistent with applicable privacy laws. LICENSOR may not use or release any private health information or individually identifiable information without Licensee's approval.

7. Proprietary Rights

7.1 LICENSEE acknowledges that it obtains pursuant to this Agreement only the right to use on-line applications of BaseLine on the terms and conditions set forth herein and that no right, title or interest in or to BaseLine or any copies thereof or any copyrights, trademarks or other proprietary rights related to BaseLine are transferred to LICENSEE. LICENSEE will protect BaseLine from any use, reproduction, publication, disclosure or distribution except as specifically authorized by this Agreement (collectively

"Unauthorized Use or Disclosure"). LICENSEE acknowledges and agrees that BaseLine contains confidential information and trade secrets developed, licensed, or acquired by LICENSOR through the expenditure of a great deal of time and money. LICENSEE agrees to treat BaseLine as confidential, not to disclose or permit access to any third party BaseLine or any portion thereof without the prior written permission of LICENSOR (except that such disclosure or access shall be permitted to an employee or independent contractor of LICENSEE to the extent required for such employee or independent contractor to perform duties for LICENSEE not inconsistent with the terms of this Agreement). LICENSEE shall take all reasonable and necessary steps to ensure that any employees or independent contractors of LICENSEE who receive access to BaseLine are advised of its confidential and proprietary nature and that they are prohibited from copying, utilizing or revealing BaseLine or any portion thereof or from taking any action prohibited to LICENSEE under this Agreement. Without limiting the foregoing, LICENSEE agrees to employ with regard to such Software procedures no less restrictive than the strictest procedures used by LICENSEE to protect its own trade secrets.

7.2 LICENSEE shall not remove, alter, cover or obfuscate any copyright notice, trademark or other proprietary rights notice placed by LICENSOR in or on BaseLine or any portion thereof and shall insure that all such notices are reproduced on all copies of BaseLine or any portion thereof made by LICENSEE. LICENSEE shall comply with directions submitted by LICENSOR from time to time regarding the form and placement of copyright notices and other proprietary rights notices on BaseLine or any portion thereof.

7.3 LICENSEE shall promptly notify LICENSOR of any known Unauthorized Use or Disclosure of BaseLine and shall cooperate with LICENSOR in any litigation brought by LICENSOR against third parties to protect its proprietary rights.

7.4 LICENSEE shall not be entitled to receive from LICENSOR a copy of the source code for the Program. LICENSEE agrees not to and shall take all reasonable and necessary steps to ensure that its employees do not, create or attempt to create, by decompiling, disassembling, reverse engineering or otherwise, the source code, functionality, or look and feel of the Program. LICENSEE acknowledges and agrees that it has no right whatsoever to modify BaseLine or any portion thereof in any manner.

7.5 Upon termination of this Agreement for any reason, the License granted herein, including the rights of LICENSEE to possess or use BaseLine, shall automatically cease, and the LICENSEE shall immediately deliver to LICENSOR all copies of any and all documents relating to BaseLine or any portion thereof in LICENSEE's possession or control.

7.6 Because of the unique and proprietary nature of BaseLine, it is understood and agreed that LICENSOR's remedies at law for a breach by LICENSEE of its obligations under this Section 7 will be inadequate and that LICENSOR shall, in the event of any such breach, be entitled to equitable relief (including, without limitation, injunctive relief and specific performance) without any requirement to post a bond as a condition of such relief, in addition to all other remedies provided under this Agreement or available to LICENSOR at law or in equity.

7.7 Ownership of Intellectual Property. LICENSOR will retain all interest in and to BaseLine, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including LICENSOR's name, logos. and trademarks reproduced through BaseLine.

8. Confidentiality Obligations. LICENSEE agrees that at all times and notwithstanding any termination or expiration of these Terms of Use it will hold in strict confidence and not disclose to any third-party confidential Information of LICENSOR, except as approved in writing by LICENSOR. LICENSEE shall only permit access to confidential information of LICENSOR to those of its employees or authorized representatives having a need to know basis and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. LICENSEE shall immediately notify LICENSOR upon discovery of any loss or unauthorized disclosure of the confidential information of LICENSOR. LICENSEE's obligation with respect to any portion of LICENSOR's confidential information shall terminate if LICENSEE can document that: (a) it was in the public domain at the time it was communicated or disclosed to LICENSEE by LICENSOR; (b) it entered the public domain subsequent to the time it was communicated to LICENSEE through no fault of the LICENSEE; (c) it was in the LICENSEE's possession free of any obligation of confidence at the time it was communicated to LICENSEE; (d) it was rightfully communicated to LICENSEE free of any obligation of confidence subsequent to the time it was communicated to LICENSEE by LICENSOR; or (e) the communication was in response to a valid order by a court or other governmental body, was otherwise required by applicable Law. Upon LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR or destroy all written confidential information and any other written materials without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such materials, and shall certify the destruction of such materials in writing to LICENSOR.

9. Exclusion of Consequential Damages

LICENSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO BASELINE OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF LICENSOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS EXCLUSION SHALL NOT APPLY TO LICENSOR'S OBLIGATION UNDER ARTICLE 11 TO INDEMNIFY, HOLD HARMLESS AND DEFEND LICENSEE FROM AND AGAINST ANY CLAIMS BY THIRD PARTIES THAT BASELINE VIOLATES OR INFRINGES ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability

IN NO EVENT SHALL LICENSOR'S LIABILITY TO LICENSEE HEREUNDER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO BASELINE LICENSED HEREUNDER EXCEED THE LICENSE FEES LICENSEE ACTUALLY PAID FOR BASELINE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE DISCOVERY OF THE CAUSE OF ACTION. THIS LIMITATION SHALL NOT APPLY TO LICENSOR'S OBLIGATION UNDER ARTICLE 11 TO INDEMNIFY, HOLD HARMLESS AND DEFEND LICENSEE FROM AND AGAINST ANY CLAIMS BY THIRD PARTIES THAT BASELINE VIOLATES OR INFRINGES ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

11. Indemnification

11.1 Indemnification by LICENSOR. LICENSOR will, at its expense, defend LICENSEE against any IP Infringement Claim. LICENSOR will pay the damages including, but not limited to, settlement, judgment, costs, and attorneys' fees LICENSEE may incur as a result of the IP Claim. As used in this Section 11.1, an "IP Claim" is a subset of indemnified claims, and means a suit brought against LICENSEE by a third party to the extent the suit alleges that LICENSEE's use of BaseLine infringes a patent or copyright of the third

party, subject to the limitations disclosed in Exhibit A, LICENSOR's Disclosure Schedule. LICENSEE acknowledges that the indemnification set forth in this Section is provided by LICENSOR to LICENSEE and not to LICENSEE's customers or other end users. In the event that LICENSEE elects to provide its own similar indemnification to third parties, LICENSEE agrees that it shall not advise those third parties to contact LICENSOR regarding indemnification or to seek indemnification from LICENSOR.

11.2 Qualifications for LICENSOR's Indemnification. LICENSOR will be required to indemnify LICENSEE under paragraph 11.1 "Indemnification by LICENSOR" only if (i) LICENSEE's use of BaseLine complies with this Terms of Use and all documentation related to BaseLine, (ii) the infringement was not caused by LICENSEE modifying or altering BaseLine or documentation related to BaseLine, unless LICENSOR consented to the modification or alteration in writing, and (iii) the infringement was not caused by LICENSEE combining BaseLine with products not supplied by LICENSOR, unless LICENSOR consented to the combination in writing.

11.3 Indemnification by LICENSEE. LICENSEE shall, at its expense, defend LICENSOR against any third-party suit or claim brought against LICENSEE to the extent such a suit or claim arises from any wrongful acts or omissions by any of LICENSEE's officers, directors, employees, or agents, related including, but not limited to: (a) breach of any of the provisions of these Terms of Use and applicable Work Order; (b) intentional, negligence or other tortuous conduct; (c) representations or statements not specifically authorized by LICENSOR herein or otherwise in writing; or (d) violation by LICENSEE (or any of LICENSEE's officers, directors, employees, or agents) of any applicable law, regulation, or order (each such suit being a "Claim"). LICENSEE will also pay any and all damages including but not limited to settlement, judgment, costs, and reasonable attorney's fees arising out of or related to the Claim.

11.4. Notice and Failure to Notify

(a) Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall (i) notify the indemnifying party of the indemnifiable proceeding or claim, and (ii) deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

(b) Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding within 10 days of indemnified party's receipt of notice of claim or action, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

11.5. Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section 11.

12. Governing Law and Disputes

12.1 Governing Law. This Agreement shall be governed by the laws of the State of California exclusive of its conflict of laws provision, it being the parties' intention that this Agreement will be construed and interpreted under California law.

12.2 Disputes. Any disputes arising under this Agreement shall be first sought to be resolved by discussion between the parties. If the parties cannot resolve the dispute, they shall seek mediation within the city

of Los Angeles, CA. If the dispute cannot be resolved in mediation, it shall be brought in the federal or state court of competent jurisdiction located in Los Angeles County, California, and each party consents to the jurisdiction of such court.

13. Written Notices

Except as otherwise expressly provided in this Agreement, all notices, requests, demands and other communications hereunder ("Notices") shall be in writing to the individuals identified to receive such notices on the Work Order. Notices shall be considered received by the party by (i) hand delivery upon receipt, (ii) registered mail or certified mail, return receipt requested, postage prepaid, upon delivery to the address indicated in the Notice, (iii) overnight courier (next business day delivery) on the next business day at 12:00 noon, and (iv) e-mail when sent, provided verifiable evidence of delivery is produced, whichever shall occur first.

14. Representations

14.1. Mutual Representations

(a) Existence. The parties are bona fide businesses and/or corporations validly existing under the laws of the jurisdictions of their respective incorporation.

(b) Authority and Capacity. The parties have the authority and capacity to enter into this agreement.

(c) Execution and Delivery. The parties have duly executed and delivered this agreement.

(d) Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

(e) No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

(f) No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under: (i) its articles, bylaws, or any unanimous shareholders agreement, (ii) any applicable law to which it is subject, (iii) any judgment, order, or decree of any governmental authority to which it is subject, or, (iv) any agreement to which it is a party or by which it is bound.

(g) Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to: (i) own, lease, and operate its properties, and (ii) conduct its business as it is now carried on.

(h) No Disputes or Proceedings. There are no legal proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

(i) No Bankruptcy. Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

14.2. LICENSOR's Representations

(a) Disclosure Schedule. Exhibit A, LICENSOR's Disclosure Schedule, lists any exceptions to its representations.

(b) Ownership. Except as disclosed in Exhibit A, LICENSOR's Disclosure Schedule, LICENSOR is the exclusive legal owner of the BaseLine, including all intellectual property included in BaseLine and granted under the BaseLine Agreement.

(c) Status of Licensed Intellectual Property. Except as disclosed in Exhibit A, LICENSOR's Disclosure Schedule, LICENSOR has properly registered and maintained all intellectual property included in BaseLine and granted under this Agreement.

(d) No Conflicting Grant. Except as disclosed in Exhibit A, LICENSOR's Disclosure Schedule, LICENSOR has not granted and is not obligated to grant any license to a third party that would conflict with this Agreement.

(e) No Infringement. Except as disclosed in Exhibit A, LICENSOR's Disclosure Schedule, the Service does not infringe the intellectual property rights or other proprietary rights of any third party.

(f) Compliance with Business Specific Rules, Regulations or Laws. LICENSOR makes no representation that BaseLine will comply with any law specific to the practice of claims administration, case management or utilization review.

15. No Warranty

15.1 All services, content, and offerings are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, EHS make no warranty that (a) the content or offerings will meet LICENSEE's requirements, (b) BaseLIne, content, or offerings will be uninterrupted, timely, secure, or error-free, (c) the information or results that may be obtained from the use of BaseLIne, content, offerings offered will be effective, accurate or reliable, or (d) the quality of any Services, content, or offerings purchased or obtained by LICENSEE from the site, from EHS or our affiliates will meet LICENSEE's expectations or needs or be free from mistakes, errors or defects.

15.2 This Service and content could include technical or other mistakes, inaccuracies or typographical errors. EHS may make changes to BaseLIne, content, and offerings on this site at any time without notice to you. The content available on BaseLine may be out of date, and EHS makes no commitment to update such content. The use of BaseLine, content, and offerings is done at LICENSEE's own discretion and risk and with LICENSEE's agreement that LICENSEE will be solely responsible for any damages LICENSEE incurs as a result.

15.3 EHS makes no warranty regarding any transactions executed through a third party, or in connection with this site, and LICENSEE understands and agrees that such transactions are conducted entirely at LICENSEE's own risk. Any warranty that is provided in connection with any offerings or content available on or through BaseLine from a third party is provided solely by such third party, and not by EHS or any other of its affiliates.

15.4 EHS reserves the sole right to either modify or discontinue BaseLine, including any offerings or features therein, at any time with or without notice to LICENSEE. EHS shall not be liable to LICENSEE or any third party should we exercise such right. Modifications may include, but are not limited to, the addition of free or fee-based services or changes to limitations on allowable content. Any new features

that augment or enhance the then-current offerings on this site shall also be subject to these Terms of Use.

15.5 Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply. Please consult the laws in the applicable jurisdiction.

15.6 EHS is not liable for any damage caused by the negligence of any third parties, including third parties using BaseLine.

16. Miscellaneous Provisions

16.1 This Agreement constitutes the entire understanding and agreement between LICENSOR and LICENSEE as to the matters set forth herein. No employee, agent or representative of LICENSOR has authority to orally bind LICENSOR with regard to any contrary provision. This Agreement may not be modified in any way except by an instrument in writing executed by the parties hereto.

16.2 This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

16.3 LICENSEE's payment obligations hereunder and the obligations of LICENSEE under Section 3 hereof shall survive expiration or termination of this Agreement for any reason.

16.4 In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

16.5 Nothing contained herein shall be deemed to be or construed as creating a joint venture or partnership between LICENSOR and LICENSEE. LICENSEE is not by virtue of this Agreement authorized as an agent or legal representative of LICENSOR.

16.6 The headings in this Agreement have been included solely for reference and shall have no force or effect in interpreting its provisions.

16.7 If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

16.8 LICENSOR shall not be liable for its failure to perform any obligation under this Agreement because of contingencies including but not limited to malicious software attacks, strikes (other than strikes within such party's own labor force), riots, war, fire, earth quakes, floods, acts of God, or acts in compliance with any law or government regulation. If a party's failure to perform continues for more than thirty (30) business days, the other party shall have the right to terminate this Agreement immediately.

16.9 LICENSOR and LICENSEE each recognize that the other party owns certain trademarks, service marks, logos and trade names ("Marks") that identify the other party and its products, and each party acknowledges that it has no ownership right or interest in the Marks of the other party. Neither party is authorized to use any Mark used to identify the other party or the other party's products or services without the other party's prior written approval. Notwithstanding any other limitations in this Section 16.9, LICENSEE agrees that LICENSOR may list the name, address, telephone number and other factual information of LICENSEE in its marketing and informational materials and electronic media and may

state publicly that LICENSEE is a customer of LICENSOR only after LICENSOR has submitted the proposed marketing and informational materials and electronic media to LICENSEE for review and written approval prior to publication. If either party intends to issue a press release regarding this Agreement or the relationship between the parties it may do so only with the prior written approval of the other party, which will not be unreasonably withheld.

16.10 The failure of the LICENSOR to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

EXHIBIT A: LICENSOR's Disclosure Schedule

A1: AMA ROYALTIES. LICENSEE acknowledges that portions of BaseLine herein may include reference to and use of the Physicians Current Procedural Terminology ("CPT") and related proprietary classifications of the American Medical Association ("AMA"). LICENSEE shall satisfy the payment of any and all royalties due to the AMA for use of their proprietary data and shall indemnify LICENSOR with regard to such royalties due to the AMA for use of the proprietary data and shall indemnify LICENSOR with regard to such royalties. If LICENSEE requests in writing, LICENSOR may assist LICENSEE obtain a license from the AMA for use by LICENSEE, provided that LICENSEE reimburse to LICENSOR all royalties paid by LICENSOR for such License.

A2: ODG GUIDELINES. Portions of BaseLine integrate, under license, various products associated with the ODG Guidelines which are owned and licensed by the Work Loss Data Institute. These products are licensed by BaseLine to assist in automating the triage process allowing the prompt authorization or escalation of selected Medical Utilization Review ("UR") requests. The use of this data is not intended to be source of reference data used in the practice of Utilization Review to deny or modify a medical request from a medical provider. LICENSEE will need to secure its own license with the Work Loss Data Institute for such purpose. However, once LICENSEE provides proof of a license from the Work Loss Data Institute, EHS may integrate LICENSEE's access to the Work Loss Data institute's data for their use within the BaseLine system.   LICENSEE will indemnify LICENSOR for any violation of the purpose underlying the provision of the ODG Guidelines in BaseLine.

A3: ACOEM/MTUS GUIDELINES.   Portions of BaseLine integrate various products associated with the ACOEM/MTUS Guidelines owned by the MD Guidelines. These products are licensed by BaseLine to assist in automating the triage process allowing the prompt authorization or escalation of selected UR requests. The use of this data is not intended to be source of reference data used to deny a medical request from a medical provider. LICENSEE will need to secure its own license with the MD Guidelines for such purpose. However, once LICENSEE provides proof of a license from MD Guidelines, EHS may integrate LICENSEE's access to MD Guidelines data into BaseLine for their use within the BaseLine system. LICENSEE will indemnify LICENSOR for any violation of the purpose underlying the provision of the ACOEM/MTUS Guidelines in BaseLine.

A4: OTHER THIRD-PARTY SOFTWARE. From time to time, at the request of a LICENSEE, BaseLine may incorporate third-party software designed to augment some aspect of the operation of BaseLine for a LICENSEE. Such incorporation will be at the specific request of the LICENSEE and the LICENSEE will be responsible for any and all licensures required for such third-party software. LICENSEE will indemnify LICENSOR for any violation of any property rights related to such efforts on behalf of the LICENSEE.