These **MASTER TERMS OF SERVICE** and any applicable Service Order (this "**Agreement**") is a legally binding agreement between NEMO Health, LLC ("**NEMO**"), and the individual or entity identified as "Client" in a Service Order ("**Client**"). This Agreement governs Client's license, access, and use of TRAKnet API.

This Agreement is effective as of the date both of the following occur or have occurred: (a) NEMO accepts Client's initial order and sends Client a corresponding Service Order; and (b) Client manifests consent to the terms of this Agreement by executing the Service Order or otherwise indicating acceptance of this Agreement through downloading, using, or otherwise accessing TRAKnet API ("**Effective Date**").

1. DEFINITIONS

"API" means NEMO's application programming interfaces that permit a party to access and send Data.

"API Services" means the APIs, the Documentation, Test Environment, Production Environment, Test Data, and all other products and services provided with or in relation to the APIs.

"Apps" means your applications, websites, products, and services developed or provided by you that use or access the APIs.

"Branding" means trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Business Associate" has the meaning in HIPAA.

"Confidential Information" means all information or materials disclosed or made available by NEMO to you in connection with the API Terms, including the API Services, the Systems, the Credentials, and the identity of any entity as a NEMO Customer or Common Customer. "Confidential Information" excludes: (i) Protected Health Information and (ii) any information that: (a) is generally available in the public domain, (b) you knew on a non-confidential basis prior to disclosure, (c) after disclosure becomes generally available in the public domain through no fault of you or any third party, or (d) you independently develop without reference or access to the Confidential Information.

"Common Customer" means a NEMO Customer that is also a customer of an App.

"Credentials" means any username, password, keys, or tokens we provide you in relation to the API Services.

"Data" means data, information, or other content stored or to be stored in the Systems.

"Documentation" means the specifications, requirements, or other documentation provided or made available by NEMO related to the APIs.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as each may be amended.

"NEMO Customer" means customers of NEMO's cloud-based or licensed on-premise electronic health record system TRAKnet.

"NEMO Vendor" means a supplier, service provider or other vendor of NEMO.

"Patient" means a patient of a NEMO Customer who has requested access to his or her Data through an App.

"Production Environment" means a live-access, production environment of the APIs.

"Protected Health Information" has the meaning given in HIPAA.

"Systems" means NEMO's cloud-based or licensed on-premise electronic health records system TRAKnet.

"Test Data" means sample data provided or made available by NEMO.

"Test Environment" means a "sandbox" environment for testing and development purposes.

2. ACCOUNTS AND DEVELOPMENT PROCESS

2.1   User Accounts. To access and use the API Services, you must submit an application for an account providing certain information (e.g., name, contact information, App details, etc.). You must provide us with true, accurate, and complete information on your application and keep all provided information up to date. It will be in our sole discretion whether and when to review your application, and whether to approve it. As part of our review of your application, we may request additional information. If we approve your application, we will provide you with Credentials. You must protect your Credentials. Do not let anyone else use your Credentials and do not use anyone else's Credentials. Notify us immediately if: (i) your Credentials are lost or stolen, (ii) you become aware of any unauthorized use of your Credentials, or (iii) you become aware of any unauthorized use of the API Services or any other breach of security that might affect the API Services. You are fully responsible for any activity under your account. Credentials may not be embedded in open source projects. If you have multiple Apps, you must use the same user name Credentials for all Apps.

2.2   Development. You may use your Credentials to access the Test Environment. In the Test Environment, you may only use test data; you may not upload, transmit, or otherwise enter any "live" or "real" data. Performance in the Test Environment may differ from that in the Production Environment.

2.3   Validation. Once you have completed development, you must submit each App for our validation. If an App is validated, then NEMO will provide you a production key for the Production Environment. We may also require you to revalidate an App (e.g., due to any changes to the API Services or the App) at any time.

2.4   Common Customer Activation. In certain cases, for Data to be exchanged via the APIs the applicable Common Customer must activate use of such APIs in our Systems. We are not responsible for any Common Customer's failure or delay in activating any APIs or deactivation of any APIs.

3. USE OF THE API SERVICES

3.1   Permission to Use the API Services. Subject to your compliance with the API Terms, the Documentation, and any other applicable terms and conditions, during the term of the API Terms we grant you a revocable, conditional, limited, and personal right to access and use the API Services internally and, with respect to each item comprising the API Services, solely as necessary for your development, testing, and maintenance of the Apps with the APIs.

3.2   Limited Rights. All rights we grant in the API Terms are personal to you and you may not transfer, assign, or sublicense them to others. We may revoke these rights at any time and for any reason (including if you violate the API Terms or any applicable laws). The API Services are the proprietary property of NEMO or its third-party licensors and are protected by intellectual property and other laws. No rights are granted to you relating to the API Services except for the express rights granted to you in the API Terms. We reserve all rights in the API Services not expressly granted in these API TOU.

3.3   Compliance; Regulatory.

4.3.1   You will, at your cost and expense, obtain all necessary regulatory approvals, licenses, and permits applicable to your business and your performance under the API Terms, and comply with all applicable laws in performing under the API Terms and in providing the Apps. You will not export the API Services in violation of applicable laws.

4.3.2   You must: (i) collect, process, use, store, disclose, provide, and transfer Data only in compliance with all applicable laws, privacy policies, and third-party rights, (ii) only use Data for the limited purposes authorized in your Service Order, (iii) if applicable, notify Common Customers that their Data will be available to the Apps, and (iv) provide legally-compliant privacy notices and protections.

4.3.3   If you will be using the APIs to access or send Protected Health Information on behalf of NEMO or a Common Customer, then you must first have one or more Business Associate agreement(s) (each a "Business Associate Agreement") with either us or each Common Customer to the extent required by HIPAA. The API Terms are not a Business Associate Agreement and may not be construed as creating any Business Associate relationship. By using the APIs to access or send Protected Health Information, you represent and warrant that you have signed all Business Associate Agreements or other arrangements as may be required for such access or transmission to comply with HIPAA or any other applicable laws.

3.4   Additional Obligations. Except as expressly authorized by these API TOU, you will:

3.4.1   Not interfere with anyone else's use of the API Services;

3.4.2   Not copy, reproduce, sell, license, rent, lease, distribute, display, transfer, modify, or make derivative works from the API Services;

3.4.3   Not remove, alter, or tamper with any copyright, trademark, or other proprietary rights or legal notices associated with the API Services;

3.4.4   Not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive any proprietary software code or information associated with the API Services or the underlying ideas, algorithms, structure, or organization of the Systems (except to the extent such restriction is prohibited by applicable law);

3.4.5   Not use the API Services to build a product or service that is competitive with any of our products or services;

3.4.6   Not use the API Services to defame, harass, abuse, threaten, stalk, or defraud any entity or person;

3.4.7   Not submit, upload, post, or transmit any material that: (i) you do not have a right to reproduce, display, or transmit, (ii) infringes intellectual, proprietary, or other rights of any party, or (iii) is harmful or unlawful;

3.4.8   Ensure that your use of the API Services will not generate excessive load on the API Services or the Systems or cause the API Services or Systems to behave inaccurately or inconsistently;

3.4.9   Not interfere in any way with the operation of the API Services or Systems or any server, network, or system associated with the API Services or Systems;

3.4.10   Not attempt to breach, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any firewall, encryption, security, authentication routines, or software protection mechanisms in the API Services or Systems, including any such mechanism used to restrict or control the functionality of the API Services or Systems;

3.4.11   Not use any automated program, tool, or process (including web crawlers, scrapers, robots, bots, spiders, and automated scripts) to access the API Services, the Systems, or any server, network, or system associated with the API Services or Systems, or to extract, collect, harvest, or gather content or data from the API Services or Systems; and

3.4.12   Not allow Apps to do or attempt to do any of the acts prohibited by this section 3.4 or assist or permit any person in engaging in any of the acts prohibited by this section 3.4.

3.5   No Viruses. You represent and warrant that the Apps and your use of the APIs will not contain or introduce any viruses or other harmful or malicious code, software, computer instructions, devices, or techniques that can or were designed to threaten, infect, damage, disable, or shut down the API Services or the Systems or any other technology, software, solution, equipment, or computer system (e.g., no viruses, worms, Trojan horses, malware, etc.).

3.6   Open Source. You represent and warrants that the Apps will not contain any software code that is subject to a license requiring, as a condition of use, modification, or distribution of such software code, that such software code or other software code combined or distributed with it be: (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

3.7   NEMO Customer Restrictions. You acknowledge that NEMO may impose restrictions and requirements on use of the APIs, which may include, for example, requiring additional fees or additional terms.

3.8   Costs and Technology Requirements. You will be responsible for all of your own costs to perform under the API Terms. You are solely responsible for providing and maintaining, at your own risk, option, and expense, appropriate software, hardware, and other technology needed for you to receive and use the API Services, which must comply with the API Terms and the Documentation. We may change such requirements at any time with or without prior or written notice.

3.9   Common Customer Support. You will be solely responsible for all aspects of the sales, enrollment, implementation of, training, maintenance, and support related to a Common Customer's use of the Apps.

4.   CHANGES TO THE API TERMS AND THE API SERVICES

4.1   Changes to the API Terms. We may change the API Terms at any time. Unless we say otherwise, changes will be effective upon the last updated date at the top of the API Terms. Please check the API Terms regularly to ensure that you are aware of any changes to the API Terms. We may try to notify you of material changes to these API TOU, such as by posting a notice directly on the API Services, by sending an email notification (if you have provided your email address to us), or by other reasonable methods. In any event, your use of the API Services after changes to the API Terms means you have accepted the changes. If you do not agree with the changes, immediately stop using the API Services. If you accessed or used the API Services before the initial effective date of the API Terms, your use of the API Services after such effective date means you have accepted the API Terms and that you agree that the API Terms govern your use of the API Services prior to such effective date.

4.2   Changes to the API Services. We may, with or without notice, and without liability to you or any other party: (i) modify, suspend, or terminate the operation of, or any feature of, the API Services, (ii) restrict, limit, suspend, or terminate your and any other party's access to the API Services (e.g., rate limit, or "throttle", API calls, shutdown, the API Services, etc.), (iii) investigate any suspected or alleged misuse of the API Services and cooperate with any law enforcement or other governmental entity or any other third parties in such investigation, and (iv) disclose information about your use of the API Services in connection with a law enforcement or other governmental entity investigation or in response to a lawful court order or subpoena. NEMO may monitor your use of the API Services (including accessing and using the Apps) in order to verify your compliance with the API Terms, improve the API Services and Systems, and assess the quality and security of the Apps. In the future, we may also charge fees for the API Services.

4.3   Updates.

4.3.1   NEMO may, but does not have to, develop and provide updates for our API Services, which may include upgrades, bug fixes, patches, and other error corrections and new features (collectively, "Updates"). Updates may also change or completely remove certain

features and functionality. You agree that NEMO has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

4.3.2   Portions of the API Services may not properly operate if you do not install all Updates, so we encourage you to promptly install all Updates. We may also suspend your access to API Services until you install certain Updates. For clarity, all Updates are part of the API Services and subject to the API Terms.

5.   TERMINATION AND SUSPENSION

5.1   Your Termination. Subject to any obligations in another agreement you have with NEMO, you may terminate your use of the API Services by providing written notice to NEMO at **api@nemohealth.com**.

5.2   Termination and Suspension. You acknowledge and agree that: (i) NEMO may, to the extent not inconsistent with applicable law and at any time and without liability, terminate or suspend your access to the API Services, in whole or in part, including if NEMO determines that: (a) you have violated the API Terms, a Service Order, or any applicable law, (b) any term of the API Terms violates applicable law, including the federal Anti-Kickback Statute, the Stark Law, or the False Claims Act, (c) you or any of your owners is excluded from participation in a Federal Health Care Program (as defined in at 42 U.S.C. § 1320a-7b(f)) or otherwise debarred, declared ineligible, suspended, or otherwise sanctioned by any federal or state government, or (d) if NEMO believes your use of the API Services are unauthorized presents a security threat, is for fraudulent purposes, or interferes with others' use of the API Services, (ii) such termination or suspension may happen without prior notice, and (iii) in the event of such termination or suspension, NEMO may immediately deactivate and terminate your account and terminate your access to the API Services. The API Terms will also automatically terminate if your Service Order terminates for any reason.

5.3   Suspension. We may suspend access to or shut down the API Services entirely or in part at any time with or without notice, including in order to: (i) fix problems with the API Services, (ii) conduct routine maintenance, or (iii) update the API Services. The API Services may not always be available and should not be relied upon in an emergency.

5.4   Effect of Termination.

5.4.1   Upon any termination of the API Terms: (i) all rights granted to you under the API Terms will cease, (ii) you must cease all use of the API Services, and (iii) you must destroy (or, if directed by us, return) all Confidential Information.

5.4.2   Any provisions of the API Terms that, by their nature should survive the termination of the API Terms, will survive, including sections: 5.4, 6.1, 6.3, 7, 8, 9, 10, and 11.

6.   PROPRIETARY RIGHTS

6.1   Retention of Rights. Each party will retain all of its intellectual property rights.

6.2   Attribution.

6.2.1   NEMO may: (i) include you and your Branding in our listings of companies connected via the APIs in our business and promotional materials, including on our websites, and (ii) in the course of promoting, marketing, or demonstrating the Systems or API Services, produce and distribute incidental depictions, including screenshots, video, or other content, from use of the Apps by NEMO Customers. During the term of the API Terms, you grant to NEMO all necessary rights for the above purposes and to perform our obligations under the API Terms.

6.2.2   You may make appropriate and truthful reference to NEMO in the documentation for the Apps; provided, that: (i) you must not either directly or indirectly, promote or advertise any App as being sponsored,

endorsed, or recommended by NEMO and (ii) unless we have provided you prior written consent in each instance, all references to NEMO must be limited to plain word marks (e.g., no using our logos).

6.2.3   Except as expressly permitted in the API Terms or the Service Order, neither party: (i) will refer to the other in any press release, marketing materials, advertisements, or other public broadcast or communication of any kind without first obtaining the other party's prior written consent and (ii) grants the other party any right, title, or interest in or to such party's Branding. All use of a party's Branding by the other party, including all goodwill, will inure to the benefit of the party.

6.3   Feedback. If you provide us with any comments, suggestions, ideas, or other feedback (together, "Feedback"), you agree that: (i) we have no obligation to use it, (ii) we have an unrestricted right to use and exploit it, including the right to permit others to do both, and (iii) you are not entitled to receive any compensation.

6.4   Data. You acknowledges that: (i) NEMO Customers have granted NEMO the right to use Protected Health Information and other data to create data that is de-identified in accordance with the HIPAA de-identification standard, (ii) NEMO may use, sell, provide to third parties, and otherwise commercialize any such de-identified data for any purpose not prohibited by law, and (iii) nothing in the API Terms will be deemed to restrict NEMO's ability to commercialize, market, license, use, provide to third parties, exploit, transform, or sell such de-identified patient and other data.

7.   CONFIDENTIALITY

7.1   Except as expressly permitted in the API Terms, you will: (i) not use Confidential Information except solely as necessary to exercise your express rights or perform your obligations under the API Terms, (ii) not disclose Confidential Information to any third party without our prior written consent, and (iii) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as you would protect your own confidential information of a similar nature, but in no event with less than a reasonable degree of care. To the extent required by law, you may disclose Confidential Information if you provide us reasonable prior notice of such disclosure (unless such notice is prohibited by law).

7.2   You will promptly advise us in writing in the event you become aware of any actual or suspected unauthorized use or disclosure of Confidential Information.

7.3   In the event of a breach or threatened breach of your confidentiality obligations, you agree that we will suffer immediate and irreparable harm for which money damages will be inadequate and impossible to calculate and, in addition to any other remedy that may be available, we will be entitled to seek equitable relief without requirement of posting bond or other security.

7.4   To be clear, nothing in the API Terms should be construed to restrict or prohibit you or anyone else from disclosing to any person information relating to the performance of the API Services or Systems, including for patient safety, public health, and quality improvement purposes, including for: (i) sharing comparative user experiences that may affect patient care, (ii) developing best practices for health information technology implementation and clinician use, (iii) reporting of health information technology-related adverse events, hazards, and other unsafe conditions, (iv) reporting issues related to interoperability, information blocking, and data portability, (v) conducting research studies for peer-reviewed journals, and (vi) participating in cyber threat sharing activities.

8.   NO WARRANTIES

THE API SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, NEMO MAKES NO AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE API SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS, INCLUDING ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, AND TITLE AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE. NEMO DOES NOT WARRANT: (i) THAT THE API SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, (ii) THAT ANY DEFECT OR ERROR WILL BE CORRECTED, (iii) THAT THE API SERVICES WILL BE SECURE AND FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (iv) THAT ANY DATA PROVIDED BY OR THROUGH THE API SERVICES WILL BE CURRENT OR ACCURATE, OR (v) AGAINST ANY LOSS OR CORRUPTION OF ANY DATA OR SUBMISSIONS. YOUR USE OF THE API SERVICES IS ENTIRELY AT YOUR OWN RISK.

9. LIMITATIONS OF LIABILITY

9.1 IN NO EVENT WILL WE (WHICH, AS A REMINDER, INCLUDES OUR AFFILIATES) OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, CONTRACTORS, OR CONSULTANTS BE LIABLE TO YOU (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY) FOR (i) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, OR INFORMATION OF ANY KIND) ARISING OUT OF OR RELATED TO YOUR USE OF THE API SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (ii) DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS EXCEEDING, IN THE AGGREGATE FOR ALL CLAIMS, THE GREATER OF: (A) THE AMOUNTS PAID BY YOU, IF ANY, SPECIFICALLY FOR THE API SERVICES ASSOCIATED WITH THE CLAIM IN THE 6 MONTHS PRIOR TO THE EVENTS GIVING RISE TO SUCH CLAIM OR (B) $500.

9.2 EACH PROVISION OF THE API TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE API TERMS. THE LIMITATIONS IN THE API TERMS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.3 BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OR TOTAL LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. INDEMNITY

In addition to any indemnification obligations you may have, you will indemnify NEMO (which, as a reminder, includes affiliates) and our respective officers, directors, employees, agents, representatives, advisors, contractors, and consultants (collectively, "Indemnified Parties") from and against any and all claims, actions, suits, demands, liabilities, damages, losses, penalties, interest, fines, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to: (i) your use of, your inability to use, or your reliance upon the API Services, (ii) the Apps, or (iii) your violation of the API Terms or any applicable law.

11. MISCELLANEOUS

11.1 **Notice.** NEMO may provide you with notices, including those regarding changes to these Terms of Service, by postings on the API Services, or by other means (e.g., via email).

11.2 **Governing Law.** The API Terms and any claim or dispute between you and NEMO arising out of or relating to the API Services or the API Terms will be governed by and construed in accordance with the laws of the State of Michigan, without regard to any provision of Michigan law that would require or permit the application of the substantive law of another jurisdiction. Any claim or dispute between the parties will be resolved on an individual basis in the state or federal courts of the State of Michigan and the United States, respectively,

sitting in or having jurisdiction over Oakland County, Michigan.

11.3 **Waiver.** A waiver of a provision of the API Terms must be in writing and signed by the party entitled to the benefit of such provision. NEMO's failure to exercise or enforce any right or provision of the API Terms will not constitute a waiver of such right or provision.

11.4 **Severability.** If any provision of the API Terms is declared void or unenforceable by any judicial or administrative authority, the parties will replace such provision with a substitute that as closely as possible reflects the parties' original intent (including economics and allocations of risk) and is enforceable, and the validity of the other provisions and of the API Terms as a whole will not be affected.

11.5 **Independent Contractor.** No joint venture, partnership, employment, or agency relationship exists between you and NEMO as a result of the API Terms or use of the API Services.

11.6 **Force Majeure.** NEMO will not be liable for failure or delay in performing its obligations if such failure or delay is due to a force majeure event or other circumstances beyond NEMO's reasonable control, including acts of any governmental body, war, cyber war or attack, terrorism, insurrection, sabotage, embargo, fire, flood, severe weather, earthquake, tornado, hurricane, labor disturbance, interruption of or delay in the internet or transportation, unavailability of third-party services, failure of third-party software or services, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the API Services.

11.7 **Interpretation.** Headings used in the API Terms are for convenience only and will not be used in interpreting the API Terms. The API Terms will be deemed to be drafted by both parties and will not be construed against either party. Unless the context otherwise requires, the term "include" (and its variants) are to be construed as inclusive, not exclusive, and are deemed to be followed by the words "without limitation."

11.8 **No Exclusivity.** You acknowledge that the API Terms are non-exclusive and nothing in the API Terms will be deemed to limit NEMO's right to offer similar services to third parties. Nothing in the API Terms will be deemed to restrict NEMO from selling, marketing, or licensing, whether by itself or through any third party, or from engaging others to market or solicit the sale or license of products or services similar to the Apps anywhere in the world to any existing, prospective, or future customer, including any Common Customer, or from entering into any agreement with any third party.

11.9 **Entire Agreement.** The API Terms set forth the entire agreement between the parties regarding the API Services and supersede any prior or contemporaneous communications (whether written or oral) between the parties, but solely with respect to the API Services. If a Service Order expressly addresses the API Services, then such provisions form part of the agreement between the parties regarding the API Services and they take precedence over the API Terms in the event of any conflict (notwithstanding section 1.5 above). Except as expressly set forth in the API Terms, there are no third-party beneficiaries to the API Terms.