This License Agreement ("Agreement") is made by and between Physician Paradigms, LLC d/b/a revelationMD™ herein referred to as ("Licensor") and the provider entity and employees or individual physician and employees entering into this agreement as evidenced by the online acceptance of the terms and conditions of this Agreement ("Customer"). In consideration of the mutual covenants and promises set forth herein, receipt and sufficiency of which are hereby acknowledged and confessed, Licensor and Customer hereby agree as follows:

1. LICENSE.
a. Grant of License. For the Term hereof, Customer hereby accepts a nonexclusive, nontransferable right to access, for administrative purposes, on the Licensor's website at mpactmd.revelationmd.com and with a secure user identification and password issued by the Licensor, the (i) current version of mpactMD™, syncMD, and any other tools and services associated (the "Software") provided hereunder, and any subsequent or updated versions of Software which may be released during the Term of this Agreement, and (ii) patient data extracted from the Customer's Electronic Health Record or Practice Management system(s) using syncMD or manually placed on the website by the Customer to facilitate Customer ability to share and report clinical, demographic, and payment information ("Patient Data").

b. LICENSE TO INSTALL AND USE SYNCMD, AND AUTHORIZATION TO ACCESS CUSTOMER DATA Customer authorizes Licensor to install and configure syncMD to access Customer's Electronic Health Record (EHR) including its Practice Management System and Electronic Medical Record System to extract Customer data as authorized within Customer's configuration on mpactmd.revelationmd.com. By installing or authorizing the installation of syncMD, Customer agrees to:
  i. Maintain an active mpactMD license in good financial standing with Licensor.
  ii. Pay all fees associated with the licensing of syncMD as described in Section 2.
  iii. Provide Licensor with read permissions to Customer's EHR.
  iv. Grant access to extract Customer data by configuring the syncMD access privileges through mpactMD.
  v. Obtain all required patient consents to share extracted data with Licensor under Customer and Licensor's Business Associate Agreement and provide all notifications to patient as required by law.

Licensor agrees to:
  i. Grant Customer a nonexclusive, nontransferable right to install and use syncMD on the Customer's premises or hosted environment along with any subsequent or updated versions of syncMD which may be released during the Term of this Agreement.
  ii. Ensure data in transit is encrypted and securely transferred from Customer's system to mpactMD.
  iii. Ensure that all PHI data at rest is stored securely.
  iv. Acknowledge that all data extracted from Customer's system belongs to Customer and will only be used for the specific purpose as described in the Agreement.
  v. Provide Customer with the ability to configure the types of clinical and administrative data (e.g. scheduling, encounters, lab/biometric tests and results, imaging, pharmacy, etc.) are extracted using syncMD.

c. RESTRICTIONS ON USE. Customer agrees to use Software only in a manner consistent with the documentation provided by Licensor. This Agreement extends only to the original Customer and only for its internal use. Customer may not rent, host, sub-license, transfer or lease, lend or provide commercial

hosting services, or otherwise provide such access services with Software for third parties. Customer may not in whole or in part, download, copy, alter, modify, reverse engineer, translate, de-compile, disassemble, or debug Software, or create derivative works or versions thereof. Customer agrees to:

    i.   notify each Enabled User of the terms of this Agreement prior to obtaining access to the Software;

   ii.   supervise and control the Use of the Software in accordance with the terms of this Agreement; and

  iii.   not receive any form of payment from any user for Use of the Software.

2. FEES. All license fees are paid by United Rheumatology, including any federal, state, local or foreign taxes, levies or assessments imposed on Customer or Licensor arising out of this Agreement which may be or become due, excluding any tax based on Licensor's net income.

mpactMD Physician Pricing – Annual Unlimited Plan
The Annual Unlimited Plan requires an annual license fee of $295.00 to participate in mpactMD. Included with the Annual Unlimited Plan is the ability for each physician to:

·   Aggregate clinical and financial data as required by United Rheumatology's MDI data project
·   Review, QA, approve the practice's aggregated data.

For Customers whose United Rheumatology membership is in good standing, United Rheumatology will submit a credit card or bank account that will be charged the initial license fee upon completion of registration.

3. CUSTOMER OBLIGATIONS AND INDEMNIFICATION. Licensor will not be liable for, and Customer will defend, indemnify and hold the Licensor harmless from and against, any expense or other consequences related to any action or failure to act by Customer based on information gathered through the use of Software. Licensor is not responsible for the information entered or extracted from Software and its related database.

4. INTELLECTUAL PROPERTY RIGHTS.

a. The Software. Customer acknowledges and agrees that Licensor retains all right, title and interest in and to Software and all intellectual properties contained therein or associated with it, and that Customer does not acquire any rights in or to the property of Software but only purchases the right to access Software subject to the terms and conditions in this Agreement and in any related agreement. Customer shall make all employees who access Software aware of their obligations and responsibilities under this Agreement and shall take appropriate actions to fulfill same. Customer further acknowledges and agrees that Software contains and incorporates the valuable, confidential and proprietary material of Licensor, including but not limited to data formats and calculation routines. Customer shall safeguard access to Software with a degree of care commensurate with reasonable standards of industrial security for protection of this information and will not disclose or access any of it except strictly as permitted under this Agreement. Licensor owns all right, title and interest to all copyrights extending to materials in or comprising Software, and all rights are reserved by its Licensor. Unauthorized use, duplication, or distribution of Software in whole or in part is prohibited by U.S. Copyright Law and various international treaties. Portions of this Software are copyrighted, unpublished works of various suppliers. This Agreement does not grant either party the right to use the trademarks of the other party in advertising or promotional material, except that Licensor may disclose that Customer is a user of Software.

b. Safeguarding Patient Data. All Patient Data placed on the website by a Customer which includes any "Protected Health Information," as that term is defined in 45 CFR § 160.103, for presentation and storage by Licensor and for access by other Customers or Customer's designated reporting service provider, (i.e., United Rheumatology) is ultimately maintained and controlled by the Customer. Customer hereby represents and warrants that Customer is at all times responsible and liable for preserving the integrity of the Patient Data in addition to safeguarding and protecting the Patient Data. Customer hereby represents and warrants that it will use and disclose any Patient Data, pursuant to Licensor's services, website and/or software, in compliance with all local, state and federal laws. Both Customer and Licensor agree to accept and agree to be bound by the Business Associate Agreement incorporated herein by reference, whose acceptance is acknowledged on the website as an integral part of registration, in order for Customer and Licensor to safeguard the Patient Data in compliance with the Health Insurance Portability and Accountability Act of 1996 and applicable law.

c. Customer Transaction Data. Licensor agrees that all information describing the Customer's information offerings and transaction data, as well as those information offerings and transaction data of any provider group, facility, or independent physician association in which Customer participates or of which Customer is a member, produced through Licensor's website via mpactMD™ as well as the associated tools and services will be kept confidential by Licensor, will not be sold or conveyed by Licensor and will remain under the control of the Customer regarding any public release or external reporting to public markets unless Licensor receives prior written consent from Customer for sharing this data.

5. LIMITED WARRANTY.

a. Limited Product Warranty. Licensor warrants that for a period of one hundred and eighty (180) days from date of Customer's first access under this Agreement, Software will perform substantially in accordance with the published documentation specific to that Software version. While this warranty is in force, Licensor shall use reasonable efforts to correct substantiated errors in Software which substantially impair its operations. Should Licensor be unable or unwilling to do so, it may, in its sole discretion, replace the Software with a comparable product (which may contain additional features, defect corrections, or both), or reimburse the Customer a pro rata amount of the License Fee, prorated over a year from Customer's first access under this Agreement, such replacement or reimbursement to constitute complete satisfaction of Licensor's obligations hereunder.

b. Disclaimer of Other Warranty. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. NO RESELLER, DISTRIBUTOR, OR SALES REPRESENTATIVE IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE OR NONINFRINGEMENT. IF AND TO THE EXTENT THAT PORTIONS OF SOFTWARE INCLUDE PROGRAMS LICENSED BY LICENSOR FROM THIRD PARTIES, SUCH PORTIONS ARE PROVIDED "AS IS."

c. Limitation of Liability. IN NO EVENT SHALL LICENSOR BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF EQUIPMENT OR LOST CONTRACTS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR TORT DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE ACCESS TO OR PERFORMANCE OF SOFTWARE OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, HOWEVER CAUSED, EVEN IF LICENSOR HAS BEEN MADE AWARE OF SUCH DAMAGES. LICENSOR'S ENTIRE LIABILITY TO

CUSTOMER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), SHALL BE LIMITED TO THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER FOR SOFTWARE DURING THE PRECEDING TWELVE (12) MONTH PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND SAVE LICENSOR HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS AND ACTIONS BROUGHT BY THIRD PARTIES AGAINST LICENSOR ARISING OUT OF CUSTOMER'S IMPROPER USE OR OPERATION OF SOFTWARE.

6. TERM AND TERMINATION.

a. Term. The initial term of this license is one year from date of Customer's first access to the Software. It may thereafter be renewed for successive one-year periods upon payment of the annual license renewal fee. The initial one-year period and all successive renewal periods will collectively be the "Term."

b. Termination. This Agreement may be terminated by Customer at any time and for any reason. Licensor may suspend and/or terminate this Agreement immediately upon notice to Customer if: (i) Customer breaches or threatens to breach any of the terms or conditions herein relating to protection of Licensor's intellectual property rights; or (ii) Customer breaches any of the other terms or conditions of this Agreement and such breach remains uncured for at least fifteen (15) days after written notice thereof.

c. Events Upon Termination or Expiration. Upon expiration or in event of termination of this Agreement for any reason, Customer will immediately discontinue all access and use of Software. Customer shall not be entitled to a refund of any license fee or any prepaid service fee or credit for any sum owed by Licensor hereunder. All provisions of this Agreement relating to protection of Licensor's intellectual property rights, and such other provisions as would be expected to survive, shall survive termination or expiration. Termination shall be in addition to, and shall not prejudice, any of the parties' remedies at law or in equity consistent with the provisions of this Agreement.

7. MISCELLANEOUS.

a. Entire Agreement. This Agreement states the entire understanding between Licensor and Customer concerning Software and supersedes all prior oral and written communications. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

b. Assignments. Neither this agreement nor any right, obligation or license granted hereunder may be assigned by Customer without prior written consent of Licensor. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns, subject to Licensor approval.

c. Severability. If any provision of this Agreement is determined to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and there shall be substituted a provision as nearly similar to it in meaning and substance as practicable while still being valid and enforceable.

d. Notices. Except as provided in Section 2, notices under this Agreement shall be in writing and deemed to have been received when personally delivered or sent via electronic transmission to the respective addresses disclosed upon Customer's registration for access to this site or, in the case of the Licensor, when displayed on Licensor's website at mpactmd.revelationmd.com. Notices will be deemed effective

on the date of personal delivery, upon confirmation of an electronic transmission, or when Licensor has verification that notices have been uploaded to the appropriate website, as applicable.

e. Governing Law and Jurisdiction. All disputes arising under or related to this Agreement or the relationship between the parties shall be interpreted and governed under the laws of the State of Texas, and shall be heard in Dallas County, Texas and in no other location.

f. Arbitration. Any dispute arising under or related to this Agreement or the relationship between the parties which cannot be amicably resolved will be resolved by binding arbitration in Dallas, Texas before a single arbitrator according to the then-current Commercial Arbitration Rules of the American Arbitration Association and judgment may be entered on the award in any court of competent jurisdiction. The arbitrator will have no authority to enter an award not permitted under this Agreement. Licensor may seek immediate injunctive relief in a court located in Dallas County, Texas if time is of the essence.

g. No Waiver. The waiver by any party of a breach or default of any provision under this Agreement shall not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have, hereunder operate as a waiver of any right, power or privilege by such party.

h. Relationship of the Parties. In performing its responsibilities pursuant to this Agreement, it is understood that Licensor is at all times acting as an independent contractor and that Licensor is not a partner, joint venturer, or employee of Customer and Licensor shall neither have nor exercise any control or direction or medical judgment of Customer nor over the method or manner by which Customer performs his/her work and functions as related to the diagnosis or treatment of any disease, disorder, or injury. It is expressly agreed that Licensor will not for any purposes be deemed to be an agent, ostensible or apparent agent, or servant of Customer.

i. Compliance with Laws and Regulations. The parties agree to conduct their activities in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, state or federal, that are now or may in the future may become applicable to the services, or arising out of the performance of services hereunder; including, but not limited to the anti-kickback provisions of the federal Social Security Act (42 U.S.C. 1320a 7a and 7b) and the patient non-solicitation provisions of the Texas Occupations Code (§ 102.001 et seq.). Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner constituting a violation of those laws.