

CGM LYTEC SUBSCRIPTION AGREEMENT

This CGM Lytec Subscription Agreement is a legal contract between AZCOMP Technologies, an Arizona corporation with offices located at 2500 S. Power Rd., Suite 117, Mesa, Arizona 85209 (“**AZCOMP**”), and you, the entity named on the sales quote who is entering this CGM Lytec Subscription Agreement by electronically accepting and signing the sales quote (“**Customer**”). This CGM Lytec Subscription Agreement, as well as any Signed Quotes/Sales Orders, any applicable Business Associate Agreement, Exhibits and/or Attachments thereto, shall collectively referred to herein as the “**Agreement**”.

Purpose of this Agreement:

This agreement sets forth the terms and conditions under which AZCOMP agrees to provide Customer Software and Services.

Products and Services:

Products and Services Description*	Single User	Multi-User	Professional+
<p>CGM LYTEC LICENSE</p> <ul style="list-style-type: none"> At the execution of the contract, the customer will be provided a serial number for the current version of CGM Lytec, for the edition (Single User, Multi-User, Professional, Client/Server) noted in the associated quote/sales order. Following the initial term, the customer will be entitled to one software upgrade serial number per term as made available by the software manufacturer. (SQL Server License not included with Client/Server Edition.) In instances where a new version is released prior to the end of the 12-month term, Customer may opt for an early upgrade. When opting for an early upgrade, Customer agrees that the term of the contract will automatically be extended for 12-months from the date of the delivery of the upgrade. 	✓	✓	✓
<p>REMOTE INSTALLATION & DATA CONVERSION</p> <ul style="list-style-type: none"> Performed by a CGM Lytec Certified System Engineer One CGM Lytec Practice Management Database (Data conversion is included for future upgrades and does not include converting a non-CGM Lytec database. In instances where additional databased were included in the monthly price, AZCOMP will honor the number of databased noted in the original contract.) Installation is for the number of computer equal to, or up to the maximum number of license the edition of CGM Lytec included in the subscription allows. Re-installation of the current version, moving the database from one computer to another as needed due to computer replacement, and/or network expansion is included. 	✓	✓	✓
<p>CLOUD BACKUP</p> <ul style="list-style-type: none"> Automatic remote nightly backup of CGM Lytec database in HIPAA Secure Facility 5GB Storage included at no cost 	✓	✓	✓
<p>PERSONAL TRAINING</p> <ul style="list-style-type: none"> One-on-One training with a CGM Lytec Certified Professional Trainer Training time may be spent on new features or any other topic the trainee desires 	✓ 1 Hr	✓ 2 Hrs	✓ 2 Hrs
<p>2 FREE Seats at any AZCOMP Training Events</p> <ul style="list-style-type: none"> Taught by CGM Lytec Certified Professionals Includes Webinars, Local and Remote User Groups 	✓	✓	✓

Products and Services Description Continued	Single User	Multi-User	Professional+
<p>PHEMONEMAL CGM LYTEC TECHNICAL SUPPORT</p> <ul style="list-style-type: none"> • Unlimited USA Based Technical Support • Connect to support by phone, email, or through the online support portal • Priority Routing gives users almost immediate access to a live voice! A Service Coordinator will take your call, create a ticket and assess the level of urgency and then either connect you with one of our many certified support technicians or provide you with a ticket number and response time frame based on the level or urgency of your support issue. • Tickets tracked through an industry leading Professional Services Automation System (PSA) which provides live monitoring to the Service Coordinator, Support Technicians, and Support Managers. Technicians are automatically alerted when new tickets are created or when a ticket is approaching its response time limit. • The online support portal allows you to review and update the status of your tickets (including re-opening close tickets), open new tickets, and communicate with support. 	✓	✓	✓

**Items listed must have a checkmark under the column that correlates with the software subscription package purchased for the product or service to be included. Items listed are included with the standard subscription package for that software, however, customer may choose to exclude items or customize a package at their request. Refer to signed quote for items included in your subscription package. The items listed on the signed quote will supersede the items listed in the above table.*

TERMS AND CONDITIONS

Payment Terms. Customer agrees to the purchase of products and services as described on the associated quote/sales order. All one-time fees are due upon the date this agreement is accepted by AZCOMP and, unless otherwise directed, will be paid by credit card or automatic withdrawal. Recurring fees will be due on the first day of each month, starting on the Commencement Date and will be paid by automatic withdrawal from the account specified by the Customer. New products and/or services added during the Term will be billed commencing with the first of the month after AZCOMP accepts the change. By signing this agreement Customer authorizes AZCOMP to charge and/or place a hold on the specified bank account, credit card, or debit card with respect to any unpaid charges for software subscription services and authorizes the bank or issuer of the credit card to pay any amounts described herein without requiring a signed receipt. Customer agrees that the terms of the Agreement are to be accepted as authorization to the bank or issuer of the credit card to pay all such amounts.

Contract Commencement Date: Will be the first day of the month that follows the signature date. This is the date the monthly recurring billing will begin.

Contract Term: The term of this Agreement shall be for a period of one year from the commencement date. Upon the expiration of the initial Contract Period, the term of this Agreement will automatically renew for a period of 12 months and each successive 12-month period thereafter unless terminated pursuant to the following sentence: Either party hereto may terminate this Agreement by giving the other party written notice at least ninety (90) days prior to the date of expiration of the current Contract Period.

Modifying or Replacing an Existing Contract: If the associated quote/sales order indicates that this is a modification to an existing agreement, or if this agreement replaces an existing agreement, the parties agree that the current agreement (“Old Agreement”) will be terminated and replaced by this Agreement (“New Agreement”) as of the Commencement Date of the New Agreement. Customer agrees that the Old Agreement will remain in force until the Commencement Date of the New Agreement.

Agreement Term: Unless otherwise specified on the quote/sales order, the term of this Agreement shall be for a period of one year from the commencement date. Upon the expiration of the initial Contract Period, the term of this Agreement will automatically renew for a period of twelve (12) months and each successive 12-month period thereafter unless terminated pursuant to the following sentence: Either party hereto may terminate this Agreement by giving the other party written notice at least ninety (90) days prior to the expiration date of the current term. Customer shall notify AZCOMP of cancellation in writing by completing the [Service Cancellation Request Form](#). If Customer does not receive written notice that cancellation has been received within forty-

eight (48) hours of sending the cancellation notice, Customer is responsible for contacting AZCOMP to confirm that the cancellation notice was received.

Early Termination: Customer may terminate the subscription services in this agreement prior to the end of the then-current term upon ninety (90) days' prior written notice to AZCOMP submitted online through the [Service Cancellation Request Form](#). In such event, upon AZCOMP's acknowledgement of the termination, Customer shall immediately pay to AZCOMP by either automated withdrawal or credit card a sum equal to 100% of the Recurring Fees that would otherwise be due for the remainder of the Term, calculated from the date of the receipt of Customer's notice to AZCOMP plus any other amounts that would otherwise be due under the agreement.

Effect of Termination: Upon termination of this Agreement, Customer's right to access and use the subscription software and services immediately terminates, and AZCOMP may de-register the subscription software. Customer retains all rights to their database and may at their own expense transfer the data to an alternate practice management system or purchase a non-subscription license of the software at the then current MSRP to continue access and use the software without interruption. Customer may also procure transition services from AZCOMP (such as data migration, installation, and support) at the then current hourly rates and standard terms and conditions.

Breach: Either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within 30 days of receipt of notice from the non-breaching party specifying the breach.

Price Increases: After the initial contract period, AZCOMP may increase Recurring Fees once every 12 months upon 60 days written notice to Customer. Price increases are effective as of the next monthly payment due date.

Credit Card/Automatic Withdrawal Authorization: You hereby authorize AZCOMP to charge and/or place a hold on your credit card or debit card with respect to any unpaid charges for software subscription services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card or debit card to pay any amounts described herein without requiring a signed receipt, and You agree that the terms of the Agreement are to be accepted as authorization to the issuer of the credit card to pay all such amounts.

System Requirements: Customer acknowledges that they have read through the current computer hardware and software requirements for the applicable products found at: <https://www.azcomp.com/lytec/lytec-system-requirements/>

Customer understands that the products will not be supported on systems that do not meet the minimum requirements and that AZCOMP strongly encourages customers to follow recommended requirements to ensure optimal performance. System requirements are subject to change as new technology (hardware, operating systems, internet) become available and mature technology is discontinued. Customer agrees to stay compliant with system requirements throughout the contract term and understands that failure to comply with system requirements may result in inability to access the software or for the software or certain features of the software to properly function. Failure to stay compliant with system requirements is not justification for withholding moneys due under the payment terms outlined above.

Access to Customer's System: In order to perform installations, data conversions, and provide ongoing support for CGM Lytec (if applicable) Customer agrees to work with AZCOMP to establish remote access to their system as needed. Customer understands that AZCOMP will abide by the terms of the Business Associate Agreement to protect private healthcare information (PHI), however Customer acknowledges that they are fully responsible for monitoring AZCOMP's activity regarding privacy and security regarding my data. Customer further understands that they may revoke such access at their discretion.

Installation: PLEASE READ! IF CUSTOMER CHOOSES TO HAVE AZCOMP PERFORM ANY INSTALLATION OR SERVICES, CUSTOMER ACCEPTS THE TERMS AND CONDITIONS STATED BELOW.

- AZCOMP will only install on computers/servers that meet system requirements
- Installation services are limited to CGM Lytec software installation only and do not include setting up computers/servers or adding them to the Network.
- Customer must make every attempt to safeguard Customer's data during installation or upgrades. AZCOMP does not assume responsibility for loss of data. All data should be backed up on a regular basis and should always be backed up before installations or upgrades.
- Information contained in Customer's data/media will be used by AZCOMP only for the purpose of fulfilling this Engagement, and will otherwise be held in confidence by AZCOMP.

- Service Does Not Include: 1) Un-installation or re-installation of product(s) or software application(s), other CGM Lytec; 2) Warranty service or support for third-party systems including troubleshooting third-party applications or third-party application compatibility issues; 3) Networking, Network cabling, or any other environmental or power related activities; or 4) Any activity not expressly stated in this Agreement or associated order form.
- Customer will not have any security or domain restrictions preventing installation or data transfer.

Ownership: Customer warrants and represents to AZCOMP that they are in lawful possession of all data, media and/or equipment made available to AZCOMP, and that Customer has a lawful purpose to engage AZCOMP for the Engagement. AZCOMP is not permitted by law to copy pirated or copyrighted materials. Customer acknowledges that Customer owns the copyright or has a license to make copies to all of the files on the affected system(s) and that Customer does not have any files on affected system(s) which would cause AZCOMP to be liable for copyright infringement if those files were copied as part of these Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. Customer accepts responsibility for, and agrees to indemnify and hold AZCOMP harmless from, any and all liability, damages, claims or proceedings arising out of Customer's failure to remove any such files from the affected system(s) prior to providing it to AZCOMP for these Services.

Cloud Backup: AZCOMP believes that automatic nightly backup of Customer's data in a HIPAA secure location offsite is vital to their business, and therefore has included a base amount of online storage space at no cost to Customer. The base amount of storage space allotted to Customer is 5 GB's. This is enough storage to back up the CGM Lytec database in most instances. Customer may also choose to backup other files in addition to their CGM Lytec database (business documents, etc.). In instances where Customer exceeds the base monthly storage of 5GB, a \$20 discount will be applied towards the applicable rates of the normal cost associated to the base storage amount (see Cloud Backup Terms link below). Termination of the CGM Lytec Software Subscription Agreement does not automatically terminate backup services, however the monthly discount will be discontinued if the associated software subscription contract is cancelled. Backup services provided after the software subscription cancellation effective date will be charged at the normal published rates.

By electing to utilize Cloud Backup services, Customer agrees to the terms of and conditions found at <http://www.azcomp.com/cloudbackupterms>

If Customer elects to forego Cloud Backup services, as told verbally or in writing to an AZCOMP representative, Customer understands that they are forfeiting the free service each month that the service is not utilized. Customer may choose to activate this service at any time during the software subscription term; however, Customer will not be entitled to any additional credit for months Customer forfeited.

PLATINUM SUPPORT

Platinum Support is provided by Certified Support Technicians based in the USA and includes the services described below: (Service is only applicable if noted as part of the purchased services on the associated quote/invoice.)

Knowledge Base Access: Includes online access to videos and blog posts that contain answers to commonly reported application issues, product documentation and training materials.

Electronic Support Ticketing: Includes access to electronic support ticket submission via the AZCOMP support web portal. This portal is available 24 hours a day, 7 days a week and allows users to open, close, track, view and update the status of any support tickets associated to their account. A technical support representative will respond to tickets initiated online by calling the client during service availability hours and according to the published response times. If unable to make contact by phone the technician will send an email response.

Phone Support: Includes access AZCOMP's Platinum Phone Support team. The Platinum Support team is available by phone at 480-497-7474 or 888-777-9070 during service hours. In the event that a support technician is not immediately available, a service coordinator will document the reason for the call, determine the level of urgency (Emergency, Urgent, or Normal) and provide a support ticket number and estimated response time (which is deemed by the published response time associated to the tickets level or urgency).

Email Support: Support tickets can also be initiated by submitting an email to support@azcomp.com. Normal response times apply.

Service Availability: Current service hours are Monday thru Friday from 8am MST (Arizona) time until 5pm MST (Arizona) time, excluding Holidays. Service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control.

Response Times: A technical support representative will be available to talk to a Platinum Support member during service hours within the then-current published response times (not to exceed 24 hours during the business week). Response is prioritized according to the level of urgency assigned to a ticket as deemed by AZCOMP (Three levels of urgency include Emergency, Urgent, and Normal). All support tickets, regardless of the method used to initiate the ticket (phone, email, or through the support portal), receive equal treatment in the queue and will be responded to in order of level of urgency first, followed by the time the ticket was created second. Response times are not guaranteed as they are subject to variations due to downtime for systems and server maintenance, company meetings and events, observed U.S. holidays, and events beyond our control. The foregoing shall not be deemed a representation or warranty on AZCOMP's behalf regarding the time within which a resolution, if any, may be available for any particular incident.

Phone Support includes:

- Advice by telephone on the general functionality of the purchased Practice Management, Scheduling, and EHR applications.
- Real-time diagnosis and rectification of CGM/eMDs application problems. If the application problem requires an application coding change, a workaround (if applicable) may be given.
- Escalation of application issues when an application problem does not have an immediate resolution or workaround.
- Provide software updates and hot fixes for the current version of the respective product
- Free file repair diagnosis (CGM Lytec PM products only). If data is damaged during the covered support period. If during file repair diagnosis it is determined that data repair is needed, then there will be an additional charge of \$500.00. There is a 3-5 business day turnaround time for data repair.

Phone Support does not include:

- Rectification of problems resulting from improper use of the software or the equipment upon which the application is accessed.
- Rectification of problems caused directly by operator error or omission.
- Support is limited to basic functionality as described in the product documentation.
- Inquiries on medical billing practices and/or billing advice (including but not limited to how to properly code a claim)
- Custom formatting (including but not limited to custom templates & reports)
- Computer hardware, software, networking problems and/or improper network configurations that prevent the operation of the software.
- Diagnosis and troubleshooting of non-EMDs products. (AZCOMP will also assist Customers with basic connectivity issues for the purpose of using the Software to access third-party products or services to the extent necessary to confirm whether such issues relate to equipment or software within AZCOMP's control. AZCOMP shall not be responsible for connectivity issues caused by third-party software or service providers.)
- Training. Additional training fees may apply if it is determined that a support inquiry is primarily related to training issues. In this instance, Customer will be notified in advance and provided the option of purchasing training services.
- Installation
- Onsite Support
- Services not covered by support may be offered on a pay per incident basis and often require a technician to come onsite or log in remotely.
- AZCOMP cannot guarantee that any issue resolution will be completed in a set amount of time.

General Policies: When requesting support assistance from the Platinum Support team, the caller must be able to clearly identify the problem, provide information on any error messages that appeared and be ready and available to allow the Platinum Support team access to the user machine that is reporting the issue. AZCOMP reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident, as defined as a single support issue or question. After written notice to customer and opportunity for customer to cure, AZCOMP may also limit or terminate support service to a customer who uses the service in an unreasonable, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing, and support availability for future plan periods are subject to change at any time without notice. Coverage is non-transferable and is

valid for the individual company only. The resale or other transfer of any Plan membership rights is strictly prohibited, and will be considered an abuse of the Plan.

TRAINING

Ongoing training is important to successfully utilize the software to its fullest capabilities. Ongoing training options are described below:

Personalized Training: Personalized training is only applicable if noted as part of the purchased services on the associated quote/invoice. Training is performed via telephone and remote access to the computer. Customer is allotted number of training hours noted on the associated quote/invoice per term. Unused training will be forfeited at the end of each term. One training session per term must be scheduled in advance according to trainer availability during regular business hours. A 24-hour cancellation notice is required in order to retain training hours. Missed appointments will result in a forfeit of training time equal to the time scheduled. In the event that the customer wishes to extend the training past the allotted time, customer authorizes AZCOMP to use their credit card on file to automatically debit their account for the excess training at a rate of \$175 per hour, billed in 15-minute increments.

Customer Hub: Upon request, customer will be eligible to receive access to all training material on AZCOMP's Customer Hub including video recordings of past webinars and training classes. Webinar content is an assortment of industry news updates and/or other training topics.

ADDITIONAL TERMS

Limitation of Liability and Damages

AZCOMP's maximum liability, and the customer's sole remedy, for any claim arising under EMDs Software and/or Platinum Support Subscription(s) will be the refund of an amount not exceeding the Subscription fees paid by the customer for the period during which the claim arose, unless such claims arise from AZCOMP's gross negligence or willful misconduct. IN NO EVENT SHALL AZCOMP BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Without limiting the generality of the foregoing, AZCOMP is not responsible for long-distance telephone charges incurred in connection with your use of the Plan.

Disclaimer of Warranties

CGM LYTEC TRAINING AND SUPPORT SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, AZCOMP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICES OR ANY RELATED MATERIALS, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT.

Security Risk Analysis

All providers who are "covered entities" under HIPAA are required to perform a risk analysis. Security requirements address Physical Safeguards, Administrative Safeguards, Technical Safeguards, Policies and Procedures, Organizational Requirements, and all electronic protected health information you maintain, not just what is in your CGM Lytec system. AZCOMP may be able to provide information and assistance on the privacy and security aspects of CGM Lytec, however, AZCOMP is not responsible for making their products compliant with HIPAA Privacy and Security Rules and does not provide any training and/or advice regarding all other aspects of the risk analysis. Notwithstanding anything to the contrary on this agreement, AZCOMP will comply with the Business Associate Agreement. It is the sole responsibility of the practice to have a complete risk analysis conducted. AZCOMP encourages practices to complete a thorough and professional risk analysis that will stand up to a compliance review. AZCOMP believes it is possible for small practices to do a risk analysis themselves using self-help tools such as the U.S. Department of Health and Human Services Office of the National Coordinator for Health Information Technology's (ONC) risk analysis tool <https://www.healthit.gov/topic/privacy-security-and-hipaa/security-risk-assessment-tool>. However, given that some aspects of the

risk analysis may require expert knowledge, AZCOMP recommends that practices seek the services of an experienced professional. For more information on security risk analysis requirements visit www.HealthIT.gov.

Governing Law

These terms will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of laws. Customer agrees that any action arising out of or relating to the service provided by AZCOMP will be filed and maintained only in the state or federal courts located in Maricopa County, Arizona, and customer hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between AZCOMP and the customer relating to the subject matter of these terms and may not be modified except in a writing signed by both the customer and an authorized representative of AZCOMP.

Fees and Charges

Customer shall compensate AZCOMP under this agreement as follows: All fees set forth on the first page hereof will be billed as such fees are incurred, and AZCOMP will automatically debit or charge such fees to Customer's designated account on a monthly basis. If any debit or charge to Customer's account is refused or denied for, among other reasons, insufficient funds, or the expiration, or closing of such account, Customer agrees to pay a service charge of \$25 per incident. In the event that any bill is not timely paid as provided herein, AZCOMP may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate this Agreement and Customer's use of the service if Customer does not effect payment in full within ten (10) days of AZCOMP's written demand therefore. Customer agrees to reimburse AZCOMP for all costs and expenses, including but not limited to reasonable attorney's fees and all costs and fees of collection, incurred in enforcing AZCOMP's rights if remedies.

Business Associate Agreement: Customer understands that AZCOMP will keep Customer's data, to which it has access during problem resolution, secure and confidential in accordance with AZCOMP's obligations under the Health Insurance Portability & Accountability Act. By accepting this Agreement, the parties agree to comply with the terms and conditions of the associated Business Associate Agreement.

CGM Lytec End User License Agreement: By utilizing CGM Lytec Software, Customer agrees to the terms found at: <https://emds.com/end-%20user-license-agreement-for-vars/>

Entire Agreement: This is the entire agreement between AZCOMP and Customer relating to the subject matter of these terms and may not be modified except in a writing signed by both Customer and an authorized representative of AZCOMP.

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