



TELLUS eVV TERMS OF USE AGREEMENT

This Terms of Use Agreement & Business Associate Agreement (“Agreement”) is made by and between Tellus, LLC (“Tellus”) and the “Customer as identified in any completed Subscription Agreement (“Subscription Form”) entered into by the Customer for Tellus’ Services (as defined herein), which Subscription Form is incorporated herein by reference and made a part of this Agreement. Customer’s execution of the Subscription Form or Customer’s use of Tellus’ Services constitutes Customer’s agreement to the terms and conditions of this Agreement, as they may be amended by Tellus from time to time. Tellus and the Customer may be referred to herein as the Parties or individually as a Party.

This Agreement governs the terms of the Customer’s use of Tellus’ services, including mobile applications, web applications, websites, software, and other products and services (collectively, the “Services”). The Customer also agrees to any general terms or additional terms specific to Services the Customer uses (“General Terms” and “Additional Terms”), which become part of the Customer’s agreement with Tellus. The Customer should read all of Tellus’ terms carefully.

1. Software Licensed. The Customer hereby licenses from Tellus and Tellus hereby grants to the Customer a limited, non-exclusive, non-transferable, and non-sub-licensable license for the benefit of the Customer to use the software (“Software”), specified in Exhibit A, that is part of the Services.
2. Fees and Payments. In consideration for the Services provided pursuant to this Agreement, the Customer agrees to pay to Tellus the fees specified in the Subscription Form and/or the Software Fees as specified in Exhibit A of this Agreement and any applicable taxes of any kind whatsoever which may become payable to any authority by reason of Tellus’ provision of the Services. Fees for Services shall be invoiced on the date of the first Authorized User login and monthly thereafter. Unless otherwise provided in a Subscription Form, payment of invoiced amounts is due on the date of the invoice and shall be charged to Customer’s credit card account or ACH account, as applicable, on the date of the invoice.

Customer may increase the number of Authorized Users and corresponding client visits at any time. Tellus will charge or invoice the Customer in accordance with this Section and Exhibit A for any additional Authorized Users/visits.

Tellus reserves the right to monitor Customer’s use of the Services to ensure compliance with a Subscription Form and/or this Agreement. Such monitoring of use may include but will not be limited to determining whether or not the Service is accessed under Customer’s account from multiple computers, or a disproportionate number of users/visits. Tellus reserves the right to charge Customer for additional users/visits of the Services who are not included in Customer’s Subscription Form and/or who interact with the Customer’s Services account.

If Tellus does not receive the Customer’s payment for the Services by the due date, Tellus reserves the right to charge a late fee of 1.5% per month (or up to the maximum allowed by law). In addition, Tellus may charge the Customer a service charge of \$35, or an amount of up to 5 percent of the face amount of the check or other payments, whichever is greater and permitted by law, for returned checks or other payments the Customer makes that are denied for any reason by a financial institution.

3. Access; Term and Termination.

- 3.1. Term; Access; Compliance. Unless otherwise agreed to by the Parties and set forth in a Subscription Form, the term of this Agreement shall commence on the date of the first Authorized User login and shall remain in effect for a period of two (2) years. Unless otherwise set forth in a Subscription Form, the term shall automatically renew for additional terms of one (1) year each unless notice of non-renewal is provided by either Party at least thirty (30) days before the end of the then-current term, in which case the Agreement shall expire as of the last day of the then-current term. Upon the initial availability of the Software from Tellus, the Software shall be located and accessible to the Customer via the internet at such URL, using such administrative passwords and usernames as designated by Tellus. Tellus will provide a unique user ID for each individual administrative Authorized User associated with Customer’s account, and the administrative Authorized User will use the Software to provision accounts for any additional Users associated with Customer’s account. Customer agrees that each individual using the Services will have his or her own user ID and Customer will not share or allow its Authorized Users to share user IDs nor will it allow any



unauthorized individual or third party to use such IDs to access and use the Services under any circumstances. Customer is responsible for any and all activities engaged in using its Users' IDs. The Customer agrees (i) to use the Services solely for its internal business operations, (ii) to restrict access to the Services to only its Authorized Users (iii) to be responsible for all the terms and conditions herein for all its Authorized Users of the Services and each Authorized User is required to agree to Tellus' terms of use, (iv) notify Tellus immediately of any unauthorized use of the Services, and (v) comply with all local, state and federal laws when using the Services.

- 3.2. Termination of Services. Either Party may terminate this Agreement as to a Service or all Services upon thirty (30) days written notice of a material breach, which includes the failure to make any payment when due, which remains uncured at the end of such thirty (30) day period. Upon termination or non-renewal expiration of this Agreement as to a Service or all Services, the Service or all Services as applicable shall be deactivated on the date of termination or non-renewal expiration. The sole remedy that the Customer may have under this Agreement, at common law or otherwise, for termination of this Agreement by the Customer pursuant to this Section 3.2 will be the termination of this Agreement without additional payment or penalty, and discharge of the remaining payments owed by the Customer with respect to the Services terminated. The following provisions shall survive termination and non-renewal expiration of this Agreement: Sections 6 through 15.
- 3.3. Authorized Users. "Authorized Users", also "Users" means (a) the Customer's employees, authorized agents and members, (b) the Customer's Affiliate's employees and authorized agents, (c) the Customer's client's employees and authorized agents, (d) third-party consultants and other independent contractors performing services for the Customer, and the Customer's Affiliates or clients, or (e) any governmental bodies lawfully requesting or requiring access. "Affiliate" means any person, firm, corporation or other entity, which directly controls or is controlled by, or is under common control with a Party to this Agreement. For this purpose, "control" means the direct possession of the power to direct or cause the direction of the day-to-day management, operation, and policies of such person, firm, corporation or other entity.
4. Modification or Enhancement to the Services; Support. From time to time, Tellus may, in its sole discretion, amend, enhance, modify and or restructure aspects of the Services (collectively, "Modifications"). Software Modifications will be automatically installed by Tellus. Any such Modifications to the Services may be subject to Additional Terms that will be made known to the Customer at that time.

Tellus will make technical support assistance available to the Customer and Authorized Users through Tellus Customer Support between 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday excluding national holidays, with before and after business hours messaging. Support requests are to be made by phone at (833) 4-tellus [(833) 483-5587] or by e-mail at support@4tellus.com. Tellus will respond to the support request and messages within one (1) business day.

5. Operating System Requirements. The minimum operating system requirements for Services specified on the Subscription Form are as follows:

Supported PC Operating Systems: Windows OS (32 or 64 bit) Version 7 or higher, and; Mac OS Version X (10) or higher.

Supported Mobile Operating Systems: iOS Version 8 or higher, and; Android Version Marshmallow (6.0) or higher.

Supported PC Browsers: Microsoft Edge Version 16 or higher; Google Chrome Version 4 or higher; Apple Safari Version 10 (Mac)/4 (Windows) or higher, and; Mozilla Firefox Version 57 or higher.

Supported Mobile Browsers: Google Chrome Version 4 or higher on Android, and; Apple Safari Version 4 or higher on iOS.

6. Security. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure.

Tellus represents that it shall perform its obligations under this Agreement in compliance with laws pertaining to the confidentiality of personal or health information. The Customer and Tellus agree that all personally/individually identifiable health-related information ("Protected Health Information") shall be used and disclosed only as permitted by applicable state and federal laws, including without limitation applicable Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA") and in accordance with the terms and conditions of the Business Associate Agreement entered into between the Customer and Tellus. Tellus shall maintain procedures consistent with applicable law to safeguard the security and confidentiality of Protected Health Information. Except as required to carry out Tellus's obligations under this Agreement or otherwise permitted under the Business Associate Agreement or applicable law, Tellus shall not disclose, sell or otherwise transfer or provide any Protected Health Information or other confidential information on any individually identifiable patient basis to any third-party. Tellus's standard Business Associate Agreement can be accessed by clicking this link: [Tellus.BAA](#)

Customer is responsible for safeguarding passwords and usernames and for restricting third-party access to the Services from

mobile devices and or computer(s). Notwithstanding Section 13, in the event of any dispute between two or more parties as to account ownership, Tellus will be the sole arbiter of such dispute in Tellus' sole discretion. Tellus' decision (which may include termination or suspension of any Service subject to dispute) will be final and binding on all Parties.

7. Compatible Mobile Devices and Third-party Carriers. Tellus does not warrant that the Software will be compatible with your mobile device or carrier. The Customer's use of the Software may be subject to the terms of the Customer's agreements with the Customer's mobile device manufacturer or the Customer's carrier. The Customer may not use a modified device to use the Software if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls.

8. Ownership; Restrictions.

8.1. Restrictions. The Customer may not, nor may the Customer permit any third-party to, (a) modify, copy, reproduce, or make derivative works based on the Services, or any portion thereof, or otherwise alter the operation of the Services, or program, reprogram, or tamper with the Services in any manner, (b) disassemble, decompile or reverse engineer the Services or any part thereof, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, functionality, structure or organization from the Services, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Services, including without limitation any such mechanism used to restrict or control the functionality of the Services, (c) sell, resell, sublicense, transfer, assign, rent, lease, lend or provide commercial hosting services with the Services, or otherwise exploited for any purpose or make the Services available to any third parties, (d) use more than the number of authorized copies or users, whichever the case may be, of the Software or permit access to the Services by more than the number of Authorized Users, (e) create links to or from the Software, (f) export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII), (g) remove any product identification, copyright, or other notice, or (h) otherwise use the Services except as expressly allowed under this Agreement, the General Terms and applicable Additional Terms.

8.2. Reservation of Rights; Ownership. Tellus, or its suppliers, retain full ownership and title to the Services. The Customer acknowledges that in providing the Services, Tellus uses (i) tradenames, marks, copyrights, logos, and or other identifying information; (ii) certain methodology, information, documents, software and other works of authorship; (iii) other technology, software, hardware, products, processes, techniques, designs, inventions, trade secrets, intellectual property rights, goodwill, and other tangible and intangible technical material or information; and (iv) the Services (collectively, "Tellus Proprietary Information"). Tellus Proprietary Information is the exclusive property of Tellus, or its suppliers, contains valuable trade secrets and confidential information of Tellus, or its suppliers, and is covered by intellectual property rights owned or licensed by Tellus. Except as expressly set forth in this Agreement, no license or other rights in the Tellus Proprietary Information are granted to the Customer and all such rights are expressly reserved. Except for the Customer's logo which may appear on the interface to the Software, all content on the Software, including, without limitation, text, graphics, layout, images, icons, logos, button, and software is protected by copyright and is the property of Tellus or licensed to Tellus by content providers.

The Customer understands that it may submit comments or ideas about the Services ("Ideas") to Tellus. By submitting any Idea, the Customer agree that the Idea disclosure is gratuitous, unsolicited, and without restriction, that it will not place Tellus under any fiduciary, confidentiality or other obligation, and that Tellus is free to use the Idea without any additional compensation to the Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

Tellus may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data. Aggregated Data will be owned solely by Tellus and may be used for any lawful business purpose without a duty of accounting to Customer. Aggregated Data means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way that does not reveal Customer's identity.

8.3. Confidentiality. The Customer acknowledges that the Services, Software and information, materials and Documentation (as defined below) received from Tellus (collectively, "Confidential Information") is confidential. Accordingly, the Customer agrees to hold the Confidential Information in strict confidence and limit any disclosure of such Confidential Information to those persons defined as Authorized Users having a direct interest in such Confidential Information and its authorized personnel who have a need to know. The Customer agrees to protect the Software, and Confidential Information obtained from the Software and Tellus from unauthorized disclosure, use or reproduction. The Customer will use a reasonable and expected degree of care in safeguarding the Software and Confidential Information as is expected and customary for those possessing information of like importance in the safeguard and security thereof. "Documentation" means a written guide in any form or media describing the use and operation of Software, together with any related supporting documentation.

The Customer acknowledges that, due to the nature of this Agreement, Tellus shall receive or have access to information from

the Customer that may be of a confidential or proprietary nature including, without limitation, financial records, patient medical and demographic data, and other information used by the Customer for the operation of the Customer's business. Tellus acknowledges and agrees that the Customer is entitled to prevent others from obtaining and utilizing the Customer's confidential and proprietary information. Therefore, except as otherwise expressly provided for herein, and except as directed by the Customer, Tellus agrees to hold the Customer's confidential and proprietary information in confidence and not to disclose it or allow it to be disclosed, directly or indirectly, to any person or entity, except as may be reasonably necessary for purposes of this Agreement and then only if the recipient has agreed in writing to maintain the confidentiality of the information.

The Customer agrees that certain information submitted to Tellus may be aggregated by Tellus with information received from other customers of Tellus. Notwithstanding the obligations in this Agreement, the Customer agrees that the Services may, by removing, encoding, encrypting or otherwise concealing the Customer's personal identifiers, the Customer's personnel and the Customer's patients, de-identify the Customer's confidential and proprietary information, including without limitation, the Customer's business and financial records, patient medical and demographic data, utilization data, quality assurance data, outcomes data and other data reflecting the experience, condition and activities of the Customer. For purposes of this Agreement "identified" Protected Health Information is as defined in the HIPAA regulations Section 164.514. The Customer further agrees that the Services may incorporate the Customer's confidential and proprietary information in de-identified form into aggregations or compilations of technical, medical, and business information, including but not limited to, statistical databases, data on payer billing rules, outcomes data, protocols and guidelines, financial analyses and generalized medical information (the "Compiled Information"). All de-identified information, once incorporated by the Services into Compiled Information shall become the property of Tellus and shall no longer be subject to the restrictions of Section 8.3; and Tellus may make changes to, develop, retain, use, transmit, disclose and dispose of it for any lawful purpose; provided that in each case of disclosure the Compiled Information shall not identify the Customer, any personnel or any patient of the Customer's by name or other individual identifier, and Tellus shall not disclose any key or other device to enable coded, encrypted or concealed identifying information to be disclosed or re-identified unless required by law. The Customer shall not distribute or sublicense any Compiled Information.

9. Customer's Representations and Warranties. The Customer represents and warrants to Tellus that: (a) the Customer is eligible to purchase and use the Services and has the right, power, and ability to enter into and perform under this Agreement; (b) any information the Customer provides in connection with the Services, including the Customer's business name, accurately and truthfully represents the Customer's business identity under which the Customer provides services; (c) the Customer and all transactions initiated by the Customer will comply with all federal, state, and local laws, rules, and regulations applicable to the Customer and/or the Customer's business, including HIPAA; (d) the Customer will not use the Services, directly or indirectly, for any improper, fraudulent or unlawful undertaking or in any manner so as to interfere with the operation of the Services; (e) the Customer will comply with all of its obligations under this Agreement, the General Terms and applicable Additional Terms made known to the Customer, and (f) the Customer's use of the Services will be in compliance with this Agreement, the General Terms and applicable Additional Terms made known to the Customer.

10. Tellus' Limited Warranty; Disclaimers.

- 10.1. Limited Warranty. Tellus warrants that it has sufficient rights to grant the rights and provide the Services pursuant to this Agreement; Tellus further warrants that the Services will operate substantially in accordance with the Documentation. No warranty is made that the Services will run uninterrupted or error-free or without defect, nor that the Services will meet the Customer's requirements, nor that any defects or error will be timely corrected, nor does Tellus make any representation or warranty as to the results that may be obtained from the use of the Software. The warranty period for the Software and Documentation therefor is thirty (30) days from delivery ("Warranty Period"). Tellus' entire liability and the Customer's exclusive remedy for any breach of this limited warranty shall be, at Company's option from time to time exercised subject to applicable law, (a) repair, or (b) replacement, or (c) return with proof of purchase and refund of the applicable Software Fees, for the Software that does not meet this limited warranty. The Customer will receive the remedy elected by Company without charge, except that the Customer is responsible for any expenses the Customer may incur (e.g., third-party services not provided by Tellus). This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period and Tellus will use commercially reasonable efforts to provide a remedy within a commercially reasonable time of the Customer's compliance with Tellus' warranty remedy procedures.

- 10.2. Disclaimer of Warranties. THE SERVICES AND CONFIDENTIAL INFORMATION PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND THE PRECEDING WARRANTIES IN SECTION 10.1 ARE THE ONLY WARRANTIES RELATED TO THE SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING

WITHOUT LIMITATION, TELLUS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TELLUS, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY AND TELLUS DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF.

- 10.3. **Limitation on Liability.** IN NO EVENT WILL TELLUS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, STATUTE, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO THE CUSTOMER'S GOODWILL, DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, OR OTHER INTANGIBLE LOSSES SUSTAINED OR ARISING FROM OR RELATED TO THE USE OF OR INABILITY TO USE OR UNAVAILABILITY OF OR IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TELLUS' LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO TELLUS UNDER THIS AGREEMENT DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM OR CAUSE OF ACTION AROSE. NO ACTION OR PROCEEDING AGAINST TELLUS MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR TELLUS CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY THE CUSTOMER. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
11. **Indemnity.** The Customer will indemnify, defend, and hold Tellus (and Tellus' respective subsidiaries, employees, Managers, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of the Customer's representations, warranties, or obligations set forth in this Agreement, the General Terms or any applicable Additional Terms made known to the Customer; (b) the Customer's wrongful or improper use of the Services; (c) the Customer's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) the Customer's violation of any law, rule or regulation of the United States or any other country; and (e) any other party's access and/or use of the Services with the Customer's unique name, password or other appropriate security code.
12. **Third-party Products.** All third-party software and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the provider of such software or other products, who is solely responsible for service and support for its software or product. For service, support, or warranty assistance for all third-party software and other products, you should contact the provider thereof directly. TELLUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY SOFTWARE OR PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Binding Arbitration.** In the event of any dispute arising under this Agreement, the Parties agree to submit the dispute to binding arbitration under the then prevailing rules of the American Arbitration Association, and venue for the arbitration proceeding shall be in Broward County, Florida. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON A PER CUSTOMER BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST TELLUS. The Parties, before entering arbitration, shall each appoint an arbitrator, and these two arbitrators shall select a third arbitrator to be a member of the arbitration panel. Should the two arbitrators not be able to agree on a choice of the third, then the American Arbitration Association shall make the appointment of a person who is neutral to the Parties in controversy. None of the arbitrators shall be employees or former employees of the Parties, including any of their Affiliates. Each arbitrator shall have expertise in the computer software field. Notwithstanding the foregoing provisions, neither Party shall be precluded from instituting an action in a court of competent jurisdiction for collection of undisputed fees, a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the panel of arbitrators. The cost of arbitration, including fees per arbitrator (but excluding attorney's fees), shall be borne equally by the Parties. The resulting arbitration award or judgement may be enforced by all lawful remedies, including without limitation, injunctive or other equitable relief, in any court of competent jurisdiction.
14. **Force Majeure.** Other than for obligations of payment arising hereunder, neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy, government, regulatory authorities, or courts of law or equity, or caused by civil war, insurrection or riots, fires, floods, explosions,

earthquakes or other casualties, strikes or other labor troubles, or failure of third-party service providers or telecommunications networks or devices, provided that the party so relieved of its obligations hereunder provides notice to the other party and takes all reasonable and necessary steps to resume performance of its obligations as soon as possible.

15. General; Miscellaneous. The representations, warranties, covenants, and agreements contained in this Agreement are, and this Agreement is, for and shall bind and inure to the sole benefit of the Parties and their respective successors and permitted assigns, and are not to be construed as conferring any rights on any other persons. All notices shall be made in writing signed by the Party making the same to the addresses on the signature page hereof and shall be deemed given or made on the date delivered if delivered in person, on the date delivered by a nationally recognized overnight courier service or on the third business day after it is mailed if mailed by registered or certified mail (return receipt requested, with postage and other fees prepaid) to the Parties. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. The waiver by either Party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be changed by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. The Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of Tellus and any attempted transfer or assignment will be null and void. Tellus may assign this Agreement to any affiliated entity or to any successor to all or substantially all of the business operated under the Software. The Customer hereby grants Tellus for the term of this Agreement a non-exclusive, non-transferable limited license to use the Customer's name, logo, trademark or other indicia for placement on the Tellus website or in printed materials or otherwise for the purpose of Tellus's advertising, publicity, releases, and promotional and marketing publications or correspondence to third parties. This Agreement shall be governed exclusively by the laws of the United States and the State of Florida, without regard to its conflict of law's provisions. This Agreement sets forth the complete and exclusive statement of the agreement relating to the subject matter hereof and supersedes all proposals or other prior agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof. Tellus reserves the right to change or modify the terms and conditions of this Agreement immediately upon written notice to the Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against the Customer or the Customer's Authorized Users and will apply to all similarly situated customers using the Software. Continued use of the Software after the effective date of any change to this Agreement constitutes the Customer's acceptance of the change but does not affect any termination rights contained herein. The Customer agrees that, upon request from Tellus, the Customer will within thirty (30) days fully document and certify any and all use of the Services at the time of the request are in conformity with the Customer's authorized rights granted hereunder by Tellus. By licensing the Software, the Customer agrees that Tellus and its Affiliates may collect, use and compile and monitor statistical information based on non-personally identifiable information gathered or transmitted via the Software for the purpose of verifying the number of Authorized Users and proper authorization of all copies of the Software in use by the Customer, as well as for the purpose of improving the Software and Tellus Services and for new product and technology development. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or copies created through a process of scanning and e-mailing, or verifiable electronic signature hereof shall be deemed to be originals. If any provision of this Agreement is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement does not limit any rights that Tellus may have under trade secret, copyright, patent, or other laws.

16. Billing Information. The billing contact information for Customer is included in the Subscription Form.

SIGNATURES. Clicking "I Agree" on the Subscription Form constitutes a signature agreeing to and Customer's approval of this Agreement, including all terms and conditions described herein. Tellus will be deemed to have signed and accepted this Agreement upon its transmission of confirmation of receipt of Customer's electronic signature and delivery of this Agreement.

EXHIBIT A - SOFTWARE FEE SCHEDULE

Certain software fees ("Software Fees") for certain electronic visit verification (EVV) programs offered and varying by State and or offered and varying through certain managed care organizations are paid by the State or managed care organization,

as applicable. Not all Software Fees are paid by the State or managed care organization. Please refer to the Tellus provider rate sheet for applicable fees.

Terms:

- Agreement is for 24-month term
- Monthly minimum is \$69 and begins on production.
- Early termination: the “Software Fee” for early termination is calculated by 65% of the highest monthly spend multiplied by the number of months remaining under the term of the Agreement
- A completed visit is \$.35 per visit