

General Terms and Conditions

Date of last revision April 28, 2016

1 The Subscription Agreement

The Subscription Agreement references and fully incorporates the following documents:

- (i) the Service Order that describes the Services the Customer is buying, along with related fees;
- (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services,
- (iii) the specific Product Terms and Conditions containing the additional terms for the particular MatchupBox Services Customer is buying, and
- (iv) the Privacy Policy.

The term “Subscription Agreement” or “Agreement” in any of these documents refers to collectively to all of the documents outlines above.

The Agreement is effective as of the time that Customer signs the form of Agreement prepared by MatchupBox, or accepts the Agreement as part of MatchupBox’s online order process and registration. This Agreement’s terms may only be modified in writing where the Service Order specifically states the specific section, or term of this Agreement that is being modified.

2 Defined Terms

“**MatchupBox Materials**” means all command line tools, devices, documents, data, know-how, methods, processes, sample code, software, software libraries, and other inventions, works, technologies and materials, including any and all Service software, computer hardware, programs, reports and specifications, WDSLs, client software and deliverables provided or used by MatchupBox in connection with performing the Services, in each case developed or acquired by MatchupBox independently of this Agreement.

“**MatchupBox Services**” or “Services” means any or all of the products and services offered by MatchupBox and as identified in Customer’s underlying Service Order.

“**Customer**” or “MatchupBox Customer” means a current contractually bound customer of MatchupBox.

“**Customer Data**” means (a) any and all information, data, materials, works, expressions or other content, including any that are uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available through Customer Application for processing by or through the Services, or (b) collected, downloaded or otherwise received by Provider on the Platform for Customer pursuant to this Agreement or any Service Order.

“Customer Application” shall mean the software or application that Customer uploads on Provider’s Services.

”Permitted Uses” means access and use of the Services by Customer for the benefit of Customer for Customer’s internal and external business operations within Customer’s network of clients, providers and patients.

“Professional Services” means those ancillary services provided by Provider in connection with the delivery of Services to the Customer but invoiced as a separate line item from the Services itself such as, by way of example, set up, implementation, training, customization and other professional services.

3 Reservation of Rights.

Customer is entitled to access Services solely in accordance with the terms of this Agreement. MatchupBox and its third party suppliers and partners hereby reserve all rights, title and interest in and to Services, including without limitation all software used to provide the Services and any associated

Services and all logos and trademarks reproduced through MatchupBox’s system. This Agreement does not grant Customer any intellectual property rights in, or to Services, or any of its components. MatchupBox reserves all rights not expressly granted in this Agreement or any Service Order.

4 Customer Responsibilities

4.1 Use of MatchupBox Services

Customer will use MatchupBox’s Services in order to protect Customer Applications on behalf of itself. Prior to using the Services, Customer represents and warrants that: (a) it has all rights, license and clearances necessary to use the Services, (b) the Services shall be accessed by Customer and its authorized users only. Customer will be solely responsible for all use (whether or not authorized) of the MatchupBox Services and MatchupBox Materials under its account, including for the quality and integrity of data that it uploads to the Services.

4.2 End User

An “End User” is an employee or contractor that Customer authorizes to access the Services. Customer will ensure that End Users comply with the terms of this Agreement. Customer will promptly notify MatchupBox if it becomes aware of any breach of the terms of this Agreement that may affect MatchupBox, or other MatchupBox Customers. As between Customer and MatchupBox, Customer will be solely responsible for the acts and omissions of End Users. Customer will take all reasonable precautions to prevent unauthorized access to or use of the Services and notify MatchupBox promptly of any such unauthorized access or use.

4.3 Collection and Use of Customer Uploaded Data

MatchupBox will use and process Customer Data to the extent necessary for the performance of the Services and will obtain no rights in such Customer Data by virtue of its use under this

Agreement. Notwithstanding the foregoing, MatchupBox will also collect data that does not identify Customer that results from the performance of a Customer's applications, including the data related to any error, issue and enhancement and operation of the Services, and the data that MatchupBox would have independent of Customer's use of the Services ("MatchupBox Data") and Customer agrees that MatchupBox shall have all rights and ownership in to such MatchupBox Data. Customer acknowledges that it may be necessary for MatchupBox to access Customer Data to respond to any technical problems or Customer queries and to ensure the proper working of the MatchupBox Services. MatchupBox's access will be limited in such purposes.

4.4 Restrictions

Customer will not rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise make available the Services to third parties and/or use or authorize the use of Services or MatchupBox Materials in any manner or for any purpose that is unlawful. Customer will ensure that the Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement. Customer agrees not to:

4.4.1 Access (or attempt to access) the administrative interface of Services by any means other than through the interface that is provided by MatchupBox in connection with the Services unless it has been specifically allowed to do so in a separate written agreement with MatchupBox;

4.4.2 Attempt to disable or circumvent any security mechanisms used by MatchupBox or any MatchupBox applications excepting situations where Customer notifies MatchupBox, in writing (with email accepted) of any such testing;

4.4.3 Engage in any activity that intentionally interferes with or disrupts Services (or the servers and networks which are connected to the Services);

4.4.4 Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make Services available to any third party, except as expressly permitted by this Agreement;

4.4.5 Use or authorize the use of Services in any manner or for any purpose that is unlawful under applicable law and/or by any unauthorized user - and in the event of any such unauthorized access or use, promptly to notify MatchupBox; and

4.4.6 Attempt to reverse compile, disassemble, reverse engineer all or any part of Services or underlying software. Customer may use Services only to develop and run its Customer Applications on Services, and shall not develop Customer Applications to simulate or act as a single Application or otherwise access the Services in a manner intended to avoid incurring fees.

4.4.7 Access the Services for the purpose of bringing an intellectual property infringement claim against MatchupBox or for the purpose of creating a product or service competitive with the Services.

4.5 Customer Compliance

Customer shall comply with all applicable privacy laws, regulations and established industry standards pertaining to the protection and disclosure of personally identifiable information.

Customer represents and warrants that, except to the extent caused by the Services or MatchupBox, Customer's Application and any associated services, products, materials, Uploaded data, content, and information used by Customer in connection with this Agreement as well as Customer's access to and use of the Services do not, and will not, during the term of this Agreement operate in any manner that would violate any applicable law or regulation, including all US and EU Privacy Regulations.

5 Fees

5.1 Fees

Customer agrees to pay the fees for Services set forth in the applicable Service Order, and as executed by both parties.

5.2 Net of Taxes

All payments required by this Agreement exclude all sales, value-added, use, and other taxes and obligations, all of which Customer shall pay in full, except for taxes based on MatchupBox's income or assets. Customer shall be solely responsible for all sales, service, commercial, gross receipts, privilege, surcharges, value-added, use, excise, consumption and any other taxes, license fees duties and charges of any kind, if any, whether charged to or against MatchupBox, imposed by any applicable government, national or local on any amounts payable by Customer under this Agreement or any Service Order, other than any taxes imposed on, or with respect to, MatchupBox's income, revenues, gross receipts, personnel, real or personal property or other assets.

5.3 Invoicing and Payment

MatchupBox shall invoice Customer for all fees for Services thirty (30) days in advance and payments are due on the 1st of each month. All payments must be made in U.S. dollars. Payment obligations are non-cancelable and fees paid are non-refundable. In addition to all other remedies available under this Agreement or at law (which MatchupBox does not waive the exercise of any rights hereunder), if Customer is overdue on any payment and fails to cure such non-payment within ten (10) days of written notice of the non-payment, then MatchupBox may assess, and Customer will pay, a late fee of the lesser of 1.5% per month or the maximum amount allowable by law. MatchupBox may also suspend the Services associated with Customer's account until such non-payment is corrected.

6 Ownership and Confidentiality

6.1 Ownership Rights

As between the parties, MatchupBox exclusively owns and reserves all right, title and interest in and to the Services, MatchupBox Materials and MatchupBox's Confidential Information. As between the parties, Customer exclusively owns and reserves all right, title and interest in and to the Customer Uploaded Data, Customer Applications, and Customer's Confidential Information.

6.2 Use of Marks

You agree that MatchupBox, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports, use cases, and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the MatchupBox Services.

6.3 Use of Ideas

You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place MatchupBox under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

6.4 Confidentiality

6.4.1 Definition

“Confidential Information” means this Agreement and any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. “Confidential Information” does not include any information which: (i) is publicly available through no fault of receiving party; (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (iii) was properly disclosed to receiving party, without restriction, by another person without violation of disclosing party’s rights; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

6.4.2 Use and Disclosure

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose such information to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this Section. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

7 Disclaimer

Without limiting MatchupBox’s express obligations hereunder, MatchupBox hereby disclaims any and all warranties, express or implied, including, but not limited to warranties

of merchantability, title, non-infringement, and fitness for a particular purpose and warranties related to third-party equipment, material, services, or software. MatchupBox's services and properties are provided "as is" to the fullest extent permitted by law. To the extent such disclaimer conflicts with applicable law, the scope and duration of any applicable warranty will be the minimum permitted under such law.

8 Third Party Indemnification

8.1 Infringement Indemnity

8.1.1 Defense. MatchupBox will defend, indemnify and hold Customer harmless against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates a third party copyright, trade secret, trademark or United States patent. MatchupBox will pay all costs, reasonable legal fees and any settlement amounts agreed to be paid by MatchupBox or damages awarded against Customer in connection with any such Claim.

8.1.2 Infringement Options. If the use of the Services by Customer has become, or in MatchupBox's opinion is likely to become, the subject of any claim of infringement, MatchupBox may at its option and expense: (i) procure for Customer the right to continue using the MatchupBox Services as set forth herein; (ii) modify the MatchupBox Services to make such services non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate this Agreement and refund Customer any unused pre-paid fees.

8.1.3 Limitations. MatchupBox will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by: (i) use of the Services by Customer not in accordance with this Agreement; or (ii) the combination, operation or use of the Services with other applications, portions of applications, products or services where the Services would not by itself be infringing. This Section states MatchupBox's entire and exclusive obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

8.1.4 Indemnification by Customer. Except as stated in Section 8.1 above, Customer will defend, indemnify and hold MatchupBox harmless against any Claim arising out of or relating to Customer's activities under this Agreement and Customer's acts or omissions in connection with the provision and access and use of the Services, including without limitation, any intellectual property or privacy claims relating to the Customer's Application, Customer Uploaded Data and any violation by Customer or End Users of the provisions of Section 4.4(Restrictions). Customer will pay all costs, reasonable legal fees and any settlement amounts agreed to be paid by Customer or damages awarded against MatchupBox in connection with any such Claim.

8.1.5 Conditions of Indemnification. As a condition of the foregoing obligations: (a) the indemnified party ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") of any Claim; (b) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified

Party, which consent will not be unreasonably withheld); and © the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense.

9 Exclusion of Damages: Limitation of Liability

Except for liability arising from violations of section 4.4 (Restrictions) or 6 (Ownership and confidentiality), under no circumstances and under no legal theory, whether in tort, contract, or otherwise, will either party be liable to the other for any indirect, special, incidental, consequential or punitive damages of any character, including, without limitation, damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or for any and all other damages or losses, even if such party has been advised, knew or should have known of the possibility of such damages. Except as described in this paragraph, under no circumstances and under no legal theory, whether in tort, contract, or otherwise, will MatchupBox be liable to customer for any direct damages, costs, or liabilities in excess of the amounts paid by customer during the twelve months preceding the incident or claim. The foregoing limitation will not apply to MatchupBox's obligations under section 8 (Indemnifications). The provisions of this Section 9 allocate the risks under this agreement between the Parties, and the Parties have relied on the limitations set forth herein in determining whether to enter into this Agreement.

10 Termination

10.1 Term

The term of this Agreement will commence on the date this Agreement is fully signed by the Customer and MatchupBox and remains in effect until terminated.

10.2 Termination

Either party may terminate this Agreement in the event the other party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) days after written notice of such breach. MatchupBox may also suspend the Services immediately upon notice for cause if: (a) Customer violates (or gives MatchupBox reason to believe it has violated) any provision of the MatchupBox Acceptable Use Policy; (b) if Customer is in breach of Section 5 of this Agreement, provided that the suspension will continue only for so long as reasonably necessary for Customer to remedy the breach; (c) if MatchupBox determines, in its sole discretion, that its provision of any of the MatchupBox Services is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (d) subject to applicable law, upon Customer's liquidation, commencement of dissolution proceedings, disposal of Customer assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer become the subject of bankruptcy or similar proceeding. If Customer terminates this Agreement or an applicable Order Form due to MatchupBox's breach, MatchupBox will refund a pro-rata share of any pre-paid fees. If all Service Order Forms under this Agreement have expired or been terminated, either party may terminate this Agreement for convenience by providing written notice. Upon expiration of this Agreement or a Service Order, Customer will notify its Users that their access to the Services has terminated, and MatchupBox may withhold,

remove or discard any content, data, or other information that Customer Users post or upload to MatchupBox's system while using the Services. MatchupBox is not obligated to store, maintain or provide a copy of any content or data that Customer or its Users made available or provided when using the Services.

10.3 Survival

Upon termination or expiration of this Agreement, Customer's payment obligations, the terms of this Section 10 and the terms of the following Sections will survive: Section 4.3 (Use of Data), Section 4.1 (Use of MatchupBox Services), Section 4.4 (Restrictions), Section 6 (Ownership and Confidentiality), Section 7 (Disclaimer), Section 8 (Indemnification), Section 9 (Exclusion of Damages; Limitation of Liability) and Section 11 (Miscellaneous).

11 Miscellaneous

11.1 Compliance with Laws

Each party will comply with the applicable laws and regulations relating to their respective activities under this Agreement.

11.2 Assignment

Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void

11.3 Amendment Waiver

No modification to this Agreement, nor any waiver of any rights, will be effective unless consented to in a writing signed by both parties. Any waiver of any breach or default by either party will not constitute a waiver of any other right or any subsequent breach or default. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.4 Relationship

Each party is an independent contractor in the performance of each and every part of this Agreement. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of its activities, or those of its employees or agents, in the performance of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

11.5 Unenforceability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum

extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

11.6 Governing Law: Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without reference to the conflict of laws provisions thereof. For any disputes relating to the interpretation, execution or enforcement of this Agreement or arising from the dealings between Provider, Customer and any third parties under this Agreement shall be dealt with under the exclusive jurisdiction and venue of the courts of the State of California, sitting in San Francisco County, or the United States Federal Court for the District of California, and the parties irrevocably submit for all purposes to the jurisdiction of each such court.

11.7 Dispute Resolution

The parties will attempt to resolve any dispute related to this Agreement through good faith and informal negotiations. If initial negotiation does not resolve the dispute, each party will escalate the dispute to the executive sponsor of this Agreement to attempt to resolve the dispute. If the parties are unable to resolve the dispute through negotiation, the parties will select a mutually agreed mediator in a mutually agreed location to attempt to resolve the dispute. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action may seek to recover reimbursement of its attorneys' fees and related costs by the other party. Any breach of confidentiality obligations in this Agreement, or any unauthorized use of the services or a party's intellectual property by the other party, may cause irreparable harm

11.8 Notices

Any notice required or permitted to be given hereunder will be given in writing to the party at the address specified in this Agreement or in any Service Order by personal delivery, certified mail, return receipt requested, or by overnight delivery.

11.9 Electronic Signature

Original signatures transmitted and received via electronic transmission of a scanned document (via secure email or a secure service) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

11.10 Other Terms

This Agreement supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by MatchupBox, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

11.11 Force Majeure

A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control (each, a "Force Majeure Event") if the party makes reasonable efforts to perform. Either party may terminate this Agreement on written notice to the other party if the Force Majeure Event continues more than 30 days.

11.12 Export Regulations

Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Specifically, Customer covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software, source code, or technology (including products derived from or based on such technology) received from Provider under this Agreement to any country (or national thereof) subject to antiterrorism controls or U.S. embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Customer agrees to indemnify, to the fullest extent permitted by law, Provider from and against any fines or penalties that may arise as a result of Customer's breach of this provision.

11.13 Entire Agreement: Counterparts

The Exhibits attached hereto are incorporated herein by this reference, are an integral part of the Agreement, and will be read and interpreted together with the Agreement as a single document. This Agreement (including all Exhibits and addendums attached hereto), together with the Service Orders and any applicable non-disclosure agreements, sets forth the complete, exclusive and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter. This Agreement may only be modified, amended, or any rights under it waived, by a written document executed by the Parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument