

Telehealth Schedule

IMPORTANT--READ CAREFULLY: By signing the Order Form with Company that contains the *Telehealth solution* (“Telehealth solution”), Client is agreeing that the following terms and conditions shall be deemed an addendum to Client’s existing Master Agreement or NextGen® Enterprise EHR Software License and Services Agreement, as applicable; and, this Schedule and each and every Order Form, Addenda, Exhibit and/or Attachment thereto are collectively intended to be a complete integration and comprise the “Master Agreement” between the parties. **IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS SCHEDULE, DO NOT ACCESS OR USE THE TELEHEALTH SOLUTION.** To the extent there is a conflict between other sections of the Master Agreement and this Schedule, then, solely as it relates to the Telehealth solution, this Schedule shall prevail.

1. SUBSCRIPTION /FEES. Client is entering into a subscription to access and use the Telehealth solution made available by Company in a Software as a Service Model. (“SaaS”). During the Service Term for Telehealth solution, Client will have the right to access and use the Telehealth solution set forth in the applicable Order Form. Each subscription entered into by Client is non-exclusive, non-transferable and personal to a particular End User within a Client’s practice (and if the Client is utilizing this solution across its Affiliated Organizations, then the subscription is personal to a particular End User within that particular Affiliated Organization of Client); however, if within the practice an End User leaves the Client’s employ or transfers out of a role that utilizes the Telehealth solution, Client may transfer that subscription to another applicable End User but it may never have more End Users than subscriptions purchased by Client. The subscription(s), and its associated Fee for the Telehealth solution includes: (i) the access and use of the Telehealth solution, (ii) non-administrative access to the Company controlled System upon which the Telehealth solution is operated, and (iii) Software Maintenance Services on the Telehealth solution. No license to the Telehealth solution is granted to Client. Separate from the subscription fees, Client will also pay for the implementation Services set forth in the applicable Order Form in accordance with the payment terms set forth in the applicable Order Form or Addendum, if any.

Except as otherwise provided in an Order Form or Addendum, the payment terms for the Telehealth solution subscription are payable per applicable End User and billed, collectively for all End Users, quarterly in advance commencing 120 days from the Effective Date of the initial Order Form under which Client’s practice is obtaining the Telehealth solution. Subsequently purchased Telehealth solution subscriptions will be billed starting the first day in the month following the Effective Date of the applicable supplemental Order Form entered into between the parties.

The Telehealth solution subscription fee may increase if (i) Company’s third party costs to provide such Telehealth solution materially increases beyond Company’s reasonable control; which, in such cases, Company will provide Client with 30 days advance written notice of such increase; or (ii) if during a current Service Term additional Telehealth solution subscriptions are acquired by Client under supplemental Order Form(s).

2 SERVICE TERM AND EFFECT OF TERMINATION.

2.1 Service Term. The initial Service Term for Telehealth solution commences 120 days from the Effective Date of the initial Order Form under which Client is obtaining the Telehealth solution; and except if a different Service Term for the Telehealth solution is stated in an applicable Order Form or Addendum, it will continue for 4 years, unless if terminated earlier in accordance with the Master Agreement. For each subsequently added Telehealth solution subscription, the subscription will commence on the first day in the month following the Effective Date of the applicable supplemental Order Form entered into between the parties and be coterminous with the date of the initial Service Term for Telehealth solution. Upon expiration of the initial Service Term for Telehealth solution, the Service Term for all then existing Telehealth solution subscriptions will automatically renew for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 3 months prior to the end of the then-current Service Term for Telehealth solution.

2.2 Effect of Termination; Transition. Upon termination of **all** Client’s Telehealth solution subscriptions Client’s right to access and use the Telehealth solution and all related functionality therein, immediately terminates.

3. METHODS OF ACCESS/CONNECTIVITY/MAINTENANCE ACCESS.

3.1 Method of Access. Currently End Users shall access the Telehealth solution through a web browser (either from a computer or Apple® or Android® mobile device).

3.2 Connectivity. Client accepts sole responsibility for acquiring and configuring hardware and any third-party software necessary to use and access the Telehealth solution. Company shall: (i) maintain connectivity from its or its host’s network to the Internet capable of servicing the relevant Internet traffic to and from Client’s local area network for Client’s

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offices and (ii) assist Client in connecting to the hosting environment and connecting a subset of Client's workstations. Client is responsible for providing connectivity to the Internet for itself and its End Users and personnel. Client shall ensure that latency and available bandwidth from the Client's End User's desktop to Company's hosted routers is adequate to meet Client's desired level of performance. Client is responsible for all costs associated with any specialized network equipment and/or connectivity service required by Client.

3.3 Remote Access. Client agrees to make available to Company reasonable remote access to Client's systems and resources as required for Client to perform Maintenance and Support Services, subject to Client's reasonable security/password requirements for independent contractors.

4. EXPRESS DISCLAIMERS/NO COMPANY PHYSICIAN-PATIENT RELATIONSHIP. In addition to section 2.4 of the General Terms and Conditions (Professional Diagnosis and Treatment), Client understands that Company is not providing medical or healthcare services directly or indirectly to Patient Users; and, **solely as it relates to Company, no physician-patient relationship is established by a Patient User's use of the Telehealth solution.** Moreover, notwithstanding any representations, warranties or covenants of Company in the Master Agreement, Company is not responsible for compliance with any restrictions or requirements of HIPAA Privacy, Security or Confidentiality under 42 CFR Part 2 compliance pertaining to the Client's authorizing the use of email or text or the content thereof utilizing the Telehealth solution to treat or manage the Patient Users utilizing telemedicine technology, treatment or methods, if any. Client acknowledges and agrees that Client has the appropriate and compliant consent or authorization for use of email or text on file and is solely responsible for such compliance

5. RESPONSIBILITIES. Client accepts sole responsibility, and holds Company harmless, for: (i) compliance with any restrictions or requirements of any state laws regulating or pertaining to Client's End Users utilizing the Telehealth solution to treat patients utilizing telemedicine technology, treatment or methods, if any; (ii) the Client Data inputted in or provided to the Telehealth solution or otherwise provided to Company; (iii) use of, activities that occur and/or results obtained from the use of the Telehealth solution under its account, including without limitation all acts and omissions of the End Users; and (iv) all aspects of the communications and medical care between Patient Users. Company: (x) shall have no obligation to correct or in any way be responsible for a problem or defect caused by Client's negligent or other act or omission, Client's equipment malfunction, or other cause beyond Company's reasonable control, and (y) shall have no obligation as to or in any way be responsible for any Client's End Users' or Patient Users' negligent or other act or omission.

6. PRODUCT IMPROVEMENT. Company may monitor use of the Telehealth solution and gather general statistical information about use of the Telehealth solution. Such information may be used for internal statistical and marketing reports and product development and improvement and may be shared by Company with third parties in aggregate or statistical form only, without disclosure of Client's Confidential Information or any personally identifiable information about Client and/or any Patient User.

7. DEFINITIONS. Capitalized terms shall have the meaning set forth in the Order Form or applicable Schedule, General Terms and Conditions or as defined below.

7.1 **"Patient User"** means an individual person who accesses the Telehealth solution (including without limitation online at <http://www.ottohealth.com>) and communicates with a Schedule End User about such person's non-emergency medical condition and with such Schedule End User establishes or has a physician-patient relationship.

7.2 **"Scheduled End User"** means any Provider who is authorized to do the following within the Telehealth solution: (i) schedule patient visits for non-emergency medical conditions, (ii) conduct patient visits via audiovisual (telemedicine), (iii) conduct asynchronous patient visits/communications and/or (iv) obtain such additional services including, by way of example only, email communications, which Company determines from time to time to include in the Telehealth solution, in each case as may be further described on an Order Form.

7.3 **"Support End User"** means any Client Personnel other than a Scheduled End User or Patient User who is authorized to utilize the Telehealth solution.