EXHIBIT B
MASTER TERMS AND CONDITIONS

1.0 LICENSE GRANT

1.1 Grant of License. Subject to the terms and conditions of the Agreement, Qure4u hereby grants to Customer a limited, non-exclusive, nontransferable, non-assignable right and license, without the right to sublicense, to use the Platform (as defined below and in an Order Form) as a service and Upgrades (each a "Subscription") during the Term unless earlier terminated in accordance with Section 5.2 hereof. Customer's use of the Platform is limited as to the usage limitations identified in each applicable Order Form which may include, without limitation, a restriction on the number of Scheduling Entities, Visits, and possibly others. Except as expressly provided herein, any attempts to sublicense, sell, pledge, assign, or transfer any of the rights or this license in violation of the permitted uses shall be void from the beginning.

1.2 Permitted Uses. Customer shall have the right to use the Platform solely in connection with the internal business operations of Customer. The Subscription Fee for each Platform component is specified in each applicable Order Form.

1.3 Restrictions on Use of Platform. Other than as expressly permitted under this Agreement, Customer shall not and shall not authorize, assist, or permit others to (i) use, copy, modify, sell, perform, or distribute the Platform (electronically or otherwise) or any copy, adaptation, transcription, translation, or merged portion thereof; (ii) translate, reverse compile, reverse assemble, or reverse engineer the Platform, in whole or part, or any derivative works thereof; (iii) disclose or copy the Platform or any derivative works thereof; (iv) transfer, lease, assign, or sublicense the Platform without the prior written consent of Qure4u; or (v) use the Platform in connection with any service bureau work, multiple-user license, or timesharing arrangement.

1.4 Verification. Qure4u may audit Customer's use of the Platform to verify compliance with the terms of this Agreement. Qure4u shall bear all costs and expenses related to any such audits.

1.5 Copyright Notices. Customer agrees not to remove or destroy any copyright notices, proprietary markings, or confidential legends placed upon or contained within the Platform.

1.6 No Implied License. Except for the express software as a service Subscription license granted herein, no licenses are granted by implication, estoppels, or otherwise.

2.0 FEES AND OTHER EXPENSES

2.1 Subscription Fees. Customer shall pay the Subscription Fees for the Platform, as described in and pursuant to the payment terms set forth in an applicable Order Form. Upon expiration of the Initial Term, Subscription Fees may be increased annually upon written notice to Customer by no more than the greater of the annual change in CPI or 3%.

2.2 Fees for Services. Customer shall pay the fees for Implementation and Training Services, Support Services, Transaction Services, Remote Patient Monitoring and Tools and Services, and Professional Services, each, if applicable, as set forth in an applicable Order Form or any subsequent Order Form.

2.3 Expenses. Customer shall reimburse the following travel and travel-related expenses, if any, incurred by employees or subcontractors of Qure4u during the implementation, and training of the Platform: (a) all travel expenses to and from their home to the worksite of Customer; (b) meal expenses while traveling to the worksite of Customer; (c) lodging expenses while working at the worksite of Customer; and (d) miscellaneous travel related expenses incurred as a result of traveling to the worksite of Customer (e.g., parking and tolls). In order for any such travel and travel-related expenses to be reimbursed by Customer, the following conditions must be met by Qure4u: (a) Customer must be provided with written receipts for any such travel and travel-related expenses, which must itemize such expenses and confirm the dates on which such expenses were incurred; and (b) all travel-related expenses must be for non-local Qure4u employees or subcontractors (i.e., residing more than sixty (60) miles from Customer's address) traveling to Customer's worksite.

2.4 Invoices. Qure4u will invoice Customer consistent with the payment milestones described in the Order Form. All invoices are due and payable as set forth in the Order Form. Any Fee due with a payment milestone not explicitly set forth in the Order Form, shall be due thirty (30) days after receipt of the invoice. Any invoice not paid when due will be deemed late and will accrue late charges as of the date due. Late charges will be at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is lower from the date such payment was due until the date paid. Customer agrees that it will notify Qure4u in writing of any dispute with any invoice within fifteen (15) days of the invoice date. Qure4u agrees to promptly review the dispute and respond with either a correction of the invoice or an explanation of the basis of finding the invoiced charge is correct. Qure4u reserves the right, in its sole discretion, to suspend access to the Platform if Customer fails to pay any invoice in accordance with its terms. Customer further agrees to reimburse Qure4u for any and all collection costs (including reasonable attorneys' fees and costs) incurred by Qure4u or its agents (including any collection agency and/or attorneys retained) in pursuing unpaid fees.

2.5 Taxes. The amounts payable to Qure4u as specified herein are exclusive of any and all applicable taxes, duties, or levies assessed by applicable governmental authorities. All such applicable taxes, duties, and levies (exclusive of any taxes based upon Qure4u's income) shall be assumed by and paid for by Customer.

3.0 SERVICES

3.1 Training and Implementation Services. Qure4u shall perform and provide to Customer the Implementation and Training Services as described in the Order Form and an applicable Statement of Work.

3.2 Support Services. Qure4u shall use commercially reasonable efforts to provide Support Services for each Subscription in accordance with Exhibit C hereto.

3.3 Transaction Services. Qure4u shall provide to Customer the Transaction Services as described in an Order Form.

3.4 Professional Services. Qure4u shall perform and provide to Customer the Professional Services as described in the Order Form.

4.0 USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1 Use and Disclosure of Confidential Information. Each party may use the other party's Confidential Information only to the extent reasonably necessary to perform such party's obligations hereunder and/or to receive the full benefit of the rights granted to such party hereunder, and neither party shall disclose the other party's Confidential Information, other than (i) to such party's permanent employees and persons under such party's control, including, but not limited to, third party independent contractors who need to know the other party's Confidential Information to perform their duties to the other party; or (ii) as required by applicable law or court order.

4.2 Standard of Care. Each party shall hold the other party's Confidential Information in strict confidence and use the same degree of care to prevent disclosure or unauthorized use of any of the other party's Confidential Information as it would provide to protect its own valuable proprietary information, but in no event less than a reasonable degree of care.

4.3 Copies. Neither party shall make any copies of any of the other party's Confidential Information, except as reasonably necessary to perform such

party's obligations hereunder and/or to receive the full benefit of the rights granted to such party hereunder.

4.4 Disclosure by Law. If a party is required by applicable law or by interrogatories, requests for information or documents, subpoena, or similar process to disclose any of the other party's Confidential Information, unless the party is prohibited from doing so or there is a clear indication of illegal conduct or risk of harm, such party shall provide the other party with prompt written notice of such request or requirement so that the other party may seek an appropriate protective order and/or waive such party's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, a party nonetheless is compelled to disclose any of the other party's Confidential Information or else stand liable for contempt or suffer other liability, such party may disclose only that portion of the other party's Confidential Information which such party deems necessary to fulfill the applicable legal requirements.

4.5 Return. Each party shall, within thirty (30) days after the effective date of any termination of this Agreement, return to the other party or, if so directed by the other party, destroy all tangible embodiments of the other party's Confidential Information (in every form and medium) and certify such return or destruction in writing.

5.0 TERM AND TERMINATION

5.1 Term. This Agreement and the term hereof shall commence on the Agreement Effective Date and shall continue thereafter for the period of months set forth in an Order Form (the "Initial Term"), unless and until terminated as specifically provided in this Agreement. Thereafter the Agreement shall automatically renew for successive periods equal to one-year (each a "Renewal Term"), unless a party gives the other party notice of intent not to renew sixty days prior to the expiration of the then current term. "Term" shall mean the Initial Term set forth in an Order Form plus any Renewal Terms. Should Customer order subsequent Subscriptions pursuant to subsequent additional Order Forms, the Term shall be extended by the number of months set forth in such subsequent Order Forms beginning on the Order Form Effective Date of such Order Form and thereafter shall renew as set forth above. Each Subscription shall renew independently, and the Term of this Agreement shall not expire or terminate as set forth herein until all Subscriptions have terminated.

5.2 Termination. In the event of a Default, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party in accordance with Section 10.3 hereof. Such termination shall be effective immediately upon the receipt of such termination notice to the defaulting party.

5.3 Rights upon termination. All Platform licenses granted hereunder, and other services provided hereunder shall terminate upon termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing other remedies available to it (except where a sole remedy is specified), including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees, expenses, and costs that have accrued or are otherwise owed by Customer to Qure4u.

5.4 Survival. The provisions of Sections 1.3, 1.4, 2.0, 4.0, 5.3, 5.4, 5.5, 6.0, 7.5, 8.1, 8.2, 8.4, 9.0 and 10.0 hereof shall survive the termination of this Agreement.

5.5 PHI and Confidential Information. Qure4u shall provide, at Customer's expense, commercially- reasonable assistance to Customer to permit Customer to retrieve Customer's PHI and Customer's Confidential Information from the Platform Confidential Information and PHI provided that Customer has, at that time, paid all fees and charges due and outstanding at and resulting from termination. Customer shall destroy all copies of the Platform in its possession and shall certify to Qure4u that it has destroyed all copies of the Platform within 30 days of termination of this Agreement.

6.0 INTELLECTUAL PROPERTY

All trademarks, service marks, patents, copyrights, trade secrets, knowhow, and other proprietary rights in or related to the Platform, each Subscription, Documentation, Upgrades, customizations, and the provision of computer programming services provided pursuant to this Agreement, in any format, (the "Intellectual Property") are and will remain the sole and exclusive property of Qure4u, whether or not specifically recognized or perfected under applicable law. Qure4u shall own all rights, title and interest, including all patent, trademark, copyright, trade secret, all intellectual property rights, in and to any improvements to the Platform, Documentation, Upgrades, and customizations, in any format, even when such changes result from Customer's request. To the extent, if any, that ownership in the customizations does not automatically vest in Qure4u by virtue of this Agreement or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer's affiliates to transfer and assign) to Qure4u all rights, title, and interest in the customizations. Customer shall not assert any ownership rights in the Platform, Documentation, Upgrades, and customizations. Customer shall not take any action that could adversely affect Qure4u's rights to the Platform, Documentation, Upgrades, and customizations.

7.0 REPRESENTATIONS AND WARRANTIES

7.1 Warranty as to No Viruses or Malicious Codes. Qure4u warrants and represents to Customer that the Platform does not contain any virus, worm, time bomb, trap door, disabling device, automatic restraint, trojan horse, cookies, contaminants, commands, or other codes designed to: (a) discontinue Customer's effective use of the Platform; (b) erase, destroy, corrupt, or modify any data of Customer, Customer's employees, agents, and/or patients, or any Authorized User, without the express written consent of Customer; or (c) bypass any internal or external software security measure to obtain access to any hardware or software of Customer or Customer's employees, agents, and/or patients, without the express written consent of Customer.

7.2 Other Qure4u Representations and Warranties. Qure4u represents and warrants to Customer as follows:

7.2.1 That all of the services to be provided by Qure4u hereunder will be performed in a professional manner by qualified personnel or qualified contractors; and

7.2.2 Qure4u shall comply with all Federal, state, and local laws and regulations applicable to Qure4.

7.3 Customer Representations and Warranties. Customer represents and warrants to Qure4u as follows:

7.3.1 That it shall comply with all Federal, state, and local laws and regulations applicable to Customer; and

7.3.2 Qure4u shall have access to Customer's EHR/PM system so that Qure4u can perform set-up, trouble shooting, reporting, and other administrative tasks.

7.4 Third Party Services. Qure4u resells certain remote patient monitoring tools (the "Tools") from third party manufacturers ("Third Party Manufacturers") that provide certain data regarding Customer's patients to whom Customer has provided a Tool or Tools (the "Patient Data") (for example, but not limited to, BG, BP, Weight, etc.), and Qure4u also offers certain services related to such Patient Data (for example but not limited to, monitoring Patient Data and notifying Customer when Patient Data falls outside Customer set parameters, etc.). The Tools are intended to be used by a patient in conjunction with a healthcare professional for periodic evaluation and remote monitoring of Patient Data. The Tools are made available to Customer, the patient's healthcare provider, who may use them in accordance with Customer professional practice and judgment. Once Customer has identified one or more of patients as individuals who

may benefit from use of the Tool(s) and before Customer make the Tool(s) available to him/her, it is Customer's responsibility to ensure that the patient is advised on the use of the Tool(s. As between Customer and Qure4u, Customer will be responsible for obtaining all necessary consents from the patient regarding his/her use of the Tool(s), including with respect to the collection, de-identification, and use of patient data. The Tools or Services, and Patient Data are not a replacement for a physical examination by a trained healthcare provider and should not be used independently to diagnose or treat diseases or conditions. The Tools or Services, and Patient Data should not be used to evaluate overall patient health. The quality or accuracy of the Tools or Services, and Patient Data may be affected, for example, by a patient's use of the Tools, mobile connectivity, internet connectivity, Third Party Manufacturer's software, or Qure4u's Platform or Services. Customer should examine the quality Patient Data before using it. The Tools or Services, and Patient Data are not, and do not provide, medical advice, service, or care. Customer should not solely rely on the Tools or Services, and Patient Data for the diagnosis or treatment of any health problem or disease. Customer should exercise professional judgment and advise that the patient consult Customer or another qualified healthcare provider on a regular and appropriate basis.

7.5 WARRANTY DISCLAIMER. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. QURE4U DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PLATFORM OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, QURE4U SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, THE DOCUMENTATION, THE PERFORMANCE OF THE PLATFORM, THE RESULTS OBTAINED THEREFROM, AND/OR ANY MATERIALS OR SERVICES FURNISHED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PLATFORM, DOCUMENTATION, OR SERVICES PROVIDED HEREUNDER. CUSTOMER AGREES THAT QURE4U WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DEVICES, GOODS, RPM SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD PARTY MANUFACTURERS, OR FOR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE DEVICES, CONTENT, OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

FURTHERMORE, CUSTOMER ACKNOWLEDGES AND AGREE THAT QURE4U IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD QURE4U LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PATIENTS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF HARM OR INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH CUSTOMER. QURE4U MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE TOOLS PATIENT DATA SERVICES OR PATIENT DATA WILL BE APPROPRIATE FOR CUSTOMER OR CUSTOMER'S PATIENTS OR MEET CUSTOMER REQUIREMENTS OR CUSTOMER PATIENTS' REQUIREMENTS; (2) CUSTOMER'S USE OF THE TOOLS, PLATFORM OR PATIENT DATA WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE TOOLS, PLATFORM, OR PATIENT DATA; OR (4) ANY ERRORS WILL BE CORRECTED. THE TOOLS ARE NOT A REPLACEMENT OF A PHYSICAL EXAMINATION BY CUSTOMER OR ANOTHER TRAINED HEALTHCARE PROVIDER AND SHOULD NOT BE USED INDEPENDENTLY TO DIAGNOSE OR TREAT DISEASES OR CONDITIONS. QURE4U DOES NOT GUARANTEE THE EFFICACY OF THE TOOLS, PLATFORM OR PATIENT DATA OR ANY INFORMATION PROVIDED THROUGH SUCH TOOLS, PLATFORM, OR PATIENT DATA. NO RESULTS OF ANY KIND ARE GUARANTEED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM QURE4U OR THROUGH THE TOOLS, PLATFORM, OR PATIENT DATA WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8.0 LIABILITY AND INDEMNIFICATION

8.1 Intellectual Property Infringement. Qure4u agrees to and shall defend, indemnify, and hold harmless Customer and all of its directors, officers, employees, servants, agents, successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable and actual attorneys' fees and expenses) arising out of, resulting from, or alleging any claim that the Platform, Upgrades, customizations or any component thereof, infringes any patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right of any third party; provided, however, Qure4u shall have no indemnification obligations hereunder to the extent any infringement claims arise as a result of the combination of the Platform, Upgrades, customizations or any component thereof, with any of Customer's data, services, hardware, software, business processes or other information. Customer shall give Qure4u prompt written notice of such claims relating thereto. Qure4u shall have sole control of the defense of such action and all related settlement negotiations, and Customer shall provide Qure4u with all reasonably necessary assistance, information, and authority to perform the foregoing at Qure4u's sole expense.

If a temporary or final injunction is obtained against Customer's use of the Platform or Upgrades, or any component thereof, by reason of infringement of any patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right, or Qure4u reasonably believes that Customer's use of the Platform or Upgrades, or any component thereof, will be subject to such a temporary or final injunction, Qure4u, at its option and expense, shall either: (a) procure for Customer the right to continue to use the Platform and Upgrades, and the component parts thereof; or (b) replace or modify for Customer the Platform and Upgrades, and the component parts thereof, so that it no longer infringes or they no longer infringe such patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right, so long as the functions, performance, or other aspects of the Platform and Upgrades, and the component parts thereof, are not materially impaired and continue to conform to the applicable specifications and the performance requirements under this Agreement. If neither of the foregoing alternatives is commercially practicable, Qure4u shall have the right to require Customer to cease using the Platform, and Qure4u shall cease charging Customer all applicable Subscription Fees, and the license granted for such Platform shall terminate with no continuing obligation or liability of Qure4u to Customer.

8.2 Indemnification by Customer. Customer agrees to and shall defend, indemnify, and hold harmless Qure4u and all of its directors, officers, employees, servants, agents, successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or resulting from: (i) Customer's breach of any of the provisions under this Agreement; or (ii) Customer's violation of any law, statute, ordinance, order, rule or regulation. Qure4u shall provide Customer with (a) prompt written notice of any such claim of which Qure4u becomes aware; (b) all reasonable assistance and documentation in Qure4u's possession requested by Customer to defend such claim; and (c) control over the defense and settlement of such claim, provided that Customer shall not agree to any settlement or other disposition that imposes any obligation on Qure4u.

8.3 Insurance. During the Term, Qure4u shall maintain, at its sole cost and expense, commercial general liability insurance, including contractual liability, in the amount of $5,000,000 each claim and $5,000,000 in the aggregate; professional liability insurance, including errors and omissions, in the amount of $5,000,000 each claim and $5,000,000 in the aggregate;

crime coverage for employee dishonesty in the amount of $25,000 and computer fraud coverage, in the amount of $5,000. Qure4u shall provide Customer proof of such insurance upon request.

8.4 LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR CRIMINAL ACTIVITY, QURE4U'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE SUM OF THE FEES PAID BY CUSTOMER DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED LIABILITY AROSE. IN NO EVENT WILL QURE4U HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, INTERNAL COSTS OF INVESTIGATION AND/OR REMEDIATION, LOSS OF USE OR OF DATA, ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S COMPUTERS, COMPUTER SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT QURE4U HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION REPRESENT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

9.0 DATA

9.1 Data Usage and Protection. Subject to applicable law, Customer grants to Qure4u an irrevocable, nonexclusive, perpetual, world-wide, royalty-free right and license to use any and all Data for any purpose permitted by law, including, without limitation (i) analysis and incorporation of the Data in databases, reports, comparative data sets, scores or scoring systems generated therefrom; (ii) relating to the efficacy, functions, features, adoption and usage of the Platform, and (iii) creation and distribution of any improvements or new products or services arising therefrom. Any Data that contains an element that by itself, or in combination with any other data elements allows re-identification of a person, is considered PHI under this Agreement. Qure4u will perform the extraction of Data that is collected, stored or generated through the use of the Platform without charge and without impairing any operation or function of the System. Customer acknowledges that Qure4u is reliant on Customer for direction as to the extent to which Qure4u is entitled to access PHI. Consequently, Qure4u will not be liable for any claim brought by a Patient arising from any action or omission by Qure4u, to the extent that such action or omission resulted directly from Customer's instructions. In accordance with applicable law, Customer shall be solely responsible for obtaining any and all consents and authorizations necessary to use, disclose and process PHI from Patients and any other persons whose PHI is to be provided under this Agreement.

9.2 Patient Access to the Platform. Customer hereby acknowledges and agrees that each Authorized Patient interacts directly with Qure4u pursuant to the Patient Terms of Use.

10.0 GENERAL

10.1 No Partnership Between the Parties. This Agreement is entered into by Qure4u and Customer with the mutual understanding that they are unrelated parties. Nothing in this Agreement is intended by the parties nor shall be construed by Qure4u, Customer, or any other party to create a partnership, joint venture, or agency relationship between them. Rather, in performing the services to be rendered hereunder, Qure4u is an independent contractor of Customer and performs similar services for other parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes.

10.2 Governing Law and Venue; Arbitration. This Agreement shall be deemed to have been entered into and to be performed in the State of Florida, and shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Excepting non-payment of undisputed invoiced amounts due Qure4u, in the event of a dispute between the parties, they agree to negotiate in good faith for a period of thirty (30) days in order to resolve the dispute. In the event that any dispute, claim, question or disagreement arising from or related to this Agreement or a breach of this Agreement cannot be settled by the parties' good faith negotiations, either party may, by written notice to the other, demand arbitration of the matter. The arbitration will be conducted in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules conflict with or are modified by the provisions of this Section, in which event the provisions of this Section will control. The parties will attempt to select a single arbitrator by mutual agreement. If they are unable to do so, the parties may request the AAA to select a single arbitrator that is a retired judge. The decision of the arbitrator will be binding and conclusive. Judgment upon any award rendered by the arbitrator may be entered in any court in Florida having jurisdiction. Any such arbitration will be held in a reasonably convenient location acceptable to both parties in Florida. The arbitrator may apportion some of a party's legal fees to the other party based on the extent to which the party prevailed and the extent to which each party complied with the arbitrator's guidelines for conduct of the arbitration. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT TO ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR UNDER THIS AGREEMENT OR ITS INTERPRETATION. Notwithstanding the foregoing, Qure4u reserves all rights to pursue injunctive relief in a court of law outside the arbitration process set forth above in the event of a claim relating to use of the Platform that is in violation of the US Copyright Act or for use by Customer, its representatives or assigns of the Platform outside the scope permitted under Section 1 hereof.

10.3 Notice. Any and all notices, designations, consents, offers, acceptances, or other communications required herein shall be given to either party, in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee as set forth on the signature page hereto for each respective party (unless notice of a change of address is furnished by a party to the other party hereto) and to the attention of the CEO and with return receipt requested, effective upon receipt.

10.4 Waivers. No failure or delay on the part of a party to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver, thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other further exercise of any other right, power, or privilege. In no event shall the making by Customer of any payment to Qure4u constitute or be construed as a waiver by Customer of any breach of this Agreement, or any default which may then exist, on the part of Qure4u, and the making of any such payment by Customer while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Customer in respect to such breach or default.

10.5 Disregarding Titles. The titles of the sections in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

10.6 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts and by either party hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or electronically, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof. The parties intend that delivery of a counterpart of this Agreement electronically shall constitute a binding original of the Agreement.

10.7 Amendment. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of both of the parties hereto.

10.8 Assignment. Any rights or licenses granted hereunder by Qure4u are solely to Customer and none of the rights granted hereunder may be assigned, sold, sublicensed, or otherwise transferred by Customer or by operation of law without the prior written consent of Qure4u, which may not be unreasonably withheld. Qure4u may assign its rights and delegate its duties hereunder at any time without the consent of Customer.

10.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the successors and permitted assigns of the parties hereto.

10.10 Export/Import Administration. Customer represents and warrants that if Customer assigns or transfers the Platform pursuant to the terms of this Agreement to any foreign national, or person or entity outside of, or for use outside of, the United States of America, Customer agrees hereby to comply fully with all applicable export / import laws and regulations of the United States of America or other countries.

10.11 Completeness of the Agreement. This Agreement, the attached Exhibits and Order Forms, and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by Qure4u and Customer and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either Qure4u or Customer.

10.12 Severability. If any provision of this Agreement is declared by any court having competent jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was declared invalid.

10.13 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement and the undersigned are the only parties to this Agreement.

10.14 [Intentionally Deleted]

10.15 Non-Solicitation. Neither Customer nor any of its Scheduling Entities shall directly or indirectly solicit for or offer employment or otherwise induce employment of any employee or contractor of Qure4u or communicate in any manner with such employees about offering employment opportunities with any third party, during the Term and for a period of two (2) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Customer and Affiliates are not prohibited from engaging in any general advertising and hiring any employee of Qure4u who responds to such general solicitations, so long as the solicitation is indirect and general in nature and is does not target any of Qure4u's employees or contractors.

10.16 Force Majeure. Qure4u shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock- outs or other industrial disputes (whether involving the workforce of Qure4u or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemics or epidemics, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.0 CERTIFICATION OF AUTHORITY TO SIGN THE AGREEMENT

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

12.0 DEFINITIONS

The following definitions shall apply to this Agreement, including all schedules, exhibits, and Order Forms:

12.1 "Authorized Patient" means a Patient / Consumer who registers to use the Platform, accepts the Patient Terms of Use, has a direct, patient relationship with Customer, and has created a username and password with or received such from Customer to access the Platform.

12.2 "Business Associate Agreement" means the agreement attached hereto as Exhibit D containing provisions required by HIPAA to protect confidentiality of the Protected Health Information of Customer's patients.

12.3 "Confidential Information" means any information relating to, or disclosed in the course of, this Agreement, which is designated as 'confidential' or 'proprietary' or some similar designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to the Platform, Qure4u software, the Documentation, the terms and pricing under this Agreement, trade secrets, business strategies, specifications, technical data, and all Order Forms and Statements of Work. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.

12.4 "Data" means all (a) data that is collected, stored, or generated through the use of the Platform, and (b) Qure4u requested data that is not collected, stored, nor generated through the use of any Platform functionality, in each case requested by Qure4u and subsequently transmitted to or retrieved by Qure4u for storage, provided that Data does not include data that is Protected Health Information or Customer's Confidential Information.

12.5 "Default" means (A) a party's material breach of any of its obligations hereunder which is not cured within thirty (30) days after receiving written notice of such default from the other party pursuant to Section 10.3 herein; (B) Customer's failure to pay any undisputed fee within twenty (20) days of the due date; (C) the dissolution of a party; (D) a party has a receiver, trustee, custodian, or similar agent appointed to or take possession of any of its property or business; (E) a party ceases to operate business in the ordinary course for more than ten (10) consecutive days; (F) a party files or has filed against it a petition (or other document) under any bankruptcy law or similar law that has not been dismissed within ninety (90) calendar days after the filing of such petition (or document); (G) a party undergoes any dissolution, liquidation, composition, financial reorganization, or recapitalization with creditors and such action impairs the party's ability to perform under this Agreement; or (H) a party makes a general assignment or trust mortgage for the benefit of its creditors

12.6 "Documentation" means the user manual(s) for use of the Platform, whether provided in hard copy or electronically.

12.7 "Error" means a reproducible failure of the Platform to perform in accordance with the Documentation.

12.8 “Go Live Date” means the first date that the Platform is in use by Customer in a “live” production environment.

12.9 “Implementation and Training Services” have the meaning described in Section 3.1.

12.10 “Order Form” means an order form provided by Qure4u to Customer pursuant to which Customer orders Services or a Subscription.

12.11 “Patient Terms of Use” means the terms and conditions each Authorized Patient shall enter into directly with Qure4u through the Platform in the form prescribed by Qure4u as amended from time to time.

12.12 “Platform” means Qure4u’s software as a service platform with the specific functional features described in one or more Order Forms attached hereto and any Upgrades.

12.13 “Professional Services” means consulting or design services provided by Qure4u to Customer pursuant to an applicable Order Form.

12.14 “Protected Health Information” or “PHI” shall have the meaning ascribed to it in Title II, Subtitle F of the Health Insurance Portability and Accountability Act ("HIPAA").

12.15 “Scheduling Entity(es)” means any provider, regardless of type or specialty, capable of scheduling appointments by or on behalf of Authorized Patients within an electronic medical records or practice management system that is integrated with the Platform including, without limitation, a medical practice, practice group, physician, physician assistant, nurse, nutritionist, imaging center, or otherwise.

12.16 “Statement of Work” means a written document created and signed by authorized representatives of each party after execution of the Agreement which may include additional customization of the Platform pursuant to a Subscription beyond the Subscription identified in the applicable Order Form.

12.17 “Subscription” has the meaning set forth in Section 1.1 above.

12.18 “Subscription Fee” means the fees paid by Customer to license via software as a service the Platform as defined herein and in applicable Order Form(s). Payment of Subscription Fees also entitles Customer to receive Support Services for each such Subscription.

12.19 “Subscription Services” means Qure4u’s provision of the Platform, as described in and pursuant to the payment terms set forth in an applicable Order Form, via a software as a service Subscription.

12.20 “Transaction Fees” means the total invoiced charges for monthly recurring charges, non-recurring charges, and/or per transaction Usage charges included in one or more applicable Order Forms for Transaction Services provided or sold to Customer by Qure4u.

12.21 “Transaction Services” means the provision by Qure4u to Customer of telecommunication connectivity through audio, text messaging, or video communication technology, including videoconferencing software.

12.22 “Usage” means call traffic (including SMS, MMS, or Short Code) and video communication traffic measured in units, usually in minutes or seconds (except with respect to SMS).

12.23 “Upgrades” means, solely with respect to the executable version of the Platform, any subsequent error corrections, bug fixes, enhanced and improved versions and all modifications and improvements of the current functionality of such Platform or prior Upgrade that work solely within the functionality of the Platform as may be created and made available from time to time by Qure4u in its discretion.

12.24 “Visit” means each appointment scheduled by a Scheduling Entity through the Platform, irrespective of whether the patient actually attended the appointment with the understanding that the act of scheduling the appointment alone constitutes a Visit.

EXHIBIT C
SUPPORT SERVICES AGREEMENT

1.0 SCOPE OF SUPPORT SERVICES

Qure4u shall provide the Support Services as described in this Exhibit with respect to Subscription(s) throughout the term of the Agreement so long as Customer has paid the Subscription Fee and Support Fees. Capitalized terms not elsewhere defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

During the term of this Agreement, Qure4u agrees to provide Customer with a staffed help desk during normal business hours (Monday-Friday, 8:00 AM – 5:00 PM ET; excluding holidays). Customer agrees to appoint up to three (3) Authorized Support Contacts who are authorized to contact Qure4u Support Team directly on behalf of Customer. Support is available to address Errors Customer is experiencing. Problems that are reported that are not Errors that result in Customer approved time being spent by Qure4u are billable at standard Consulting Fee rates.

2.0 SCHEDULED DOWNTIME AND UP TIMES

Qure4u will provide at least 72 hours' prior notice before implementing any Scheduled Downtime. Commencing on the Agreement Effective Date of the applicable Term, in the event the Platform experiences an Uptime Percentage of less than 99% in any calendar month, Qure4u will provide to the Customer a credit ("Credit") equal to the credit percentage identified in Table 1 multiplied by the monthly fees paid to Qure4u for use of the Platform for the applicable month. Any Credit will be issued toward future billing cycles only. The Credit(s) contemplated herein set forth Qure4u's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

TABLE 1

Uptime Percentage	Credit Percentage
Less than 99% but greater than or equal to 97.5%	10%
Less than 97.5%	25%

3.0 REMEDIAL ERROR CORRECTIONS

Customer shall promptly notify Qure4u of any Errors in the Platform or the Documentation. Qure4u shall use commercially reasonable efforts to respond to and correct all Errors within the timeframes set forth below. Qure4u will track Customer's reported Errors by date, description of Error, and status (pending, In-progress, and closed). Customer will be granted access to web-based solution in use by Qure4u to view and follow real-time issues tracking. This will include, but is not limited to reported Errors, descriptions, current status, and comments and/or notes. Qure4u's obligations do not extend to Errors or other issues caused by:

a. any third-party hardware or software used by the Customer, any Scheduling Entities or any of their employees;

b. the improper operation or use of the Platform by Customer, any Scheduling Entities or any of their employees;

c. the accidental or deliberate damage to, or intrusion or interference with the Platform;

d. the use of the Platform other than in accordance with any Documentation or Qure4u's reasonable instructions;

e. services, circumstances or events beyond Qure4u's reasonable control, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by the Customer, or any network beyond Qure4u's demarcation or control.

4.0 UPGRADES

Qure4u will regularly provide Upgrades to keep it compatible with updates and changes to federal standard operating environments and to correct any material defects. Qure4u will make modifications, bug fixes, updates, and new versions of the Platform released by Qure4u and available to Customer at no additional charge other than the stated Subscription Fee. This does not include possible implementation fees.

5.0 CUSTOMIZATIONS

Any customizations (each a "Customization") requested by Customer and agreed to by Qure4u, and any support or modifications thereof, will be charged at the Professional Services rates or in accordance with the terms of a specific written Order Form or Statement of Work provided by Qure4u and accepted by Customer. Testing of Customizations prior to implementation as a part of the Platform shall be the responsibility of Customer.

6.0 PERFORMANCE STANDARDS

6.1 Definitions.

"Business Day(s)" means the Qure4u support team's standard working day (excluding Qure4u's corporate holidays and national U.S. holidays).

"Downtime" means any period, greater than one (1) minute, within the Scheduled Available Time during which the Customer is unable to access or use the Platform because of an Error, excluding any such period that occurs during any Scheduled Downtime and/or Recurring Downtime.

"Fix" means the repair or replacement of object or executable code versions of the Platform to remedy an Error.

"Recurring Downtime" means 1:00 A.M. (Central time) to 4:00 A.M. (Central time) each Monday through Saturday.

"Scheduled Available Time" means 24 hours a day, 7 days a week.

"Scheduled Downtime" means the time period after 8:00 P.M. (Central Time) identified by Qure4u in which Qure4u intends to perform any planned upgrades and/or maintenance of the Platform or related systems and any overrun beyond the planned completion time.

"Telephone Support" means telephone or email technical support assistance provided by Qure4u to the Authorized Support Contact concerning the installation and use of the then-current release of the Platform.

"Uptime Percentage" means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes of Scheduled Available Time in such calendar month.

"Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing use of the Platform.

6.2 Error Correction Standards.

During the Term, Qure4u will exercise commercially reasonable efforts to Fix a reported Error (as defined in the Support Services Severity Matrix below) for the current release of the Platform in accordance with the severity level reasonably assigned to such Error by Qure4u. The severity level of the Error will be determined by Qure4u as soon as practicable under the circumstances, with the goal being one (1) hour of the report of a critical, high impact incident via phone. Customer is responsible for providing sufficient information to allow Qure4u to readily reproduce all reported

Errors. Customer must minimally include the following information: date the error occurred, the users(s) and names of users impacted, application screen name, specific error experienced (what is happening), expected screen functionality, and specific replication steps. Additional information may also be required based on the type of error. The parties understand that certain Errors manifest themselves in an intermittent and/or seemingly random fashion, cannot reasonably be discovered by extensive testing, and must be analyzed by developers to determine the cause. If Qure4u believes that a problem reported by Customer may not be due to an Error in the Platform, Qure4u will so notify Customer.

6.3 Compatibility; Prior Version Support.

Qure4u shall ensure that each Upgrade is compatible with each preceding version of the Platform, including Customizations. As new features are released we reserve the right to release new features as part of a technology product package. Further, as products are no longer feasible to support or support for the capability by third party integrations is no longer supported, Qure4u reserves the right to sunset or discontinue features at our sole discretion.

6.4 Exclusions.

Qure4u will have no obligation under this Agreement to support: (i) altered or damaged Platform components or any portion of a Platform component incorporated with or into other Platform applications; (ii) Errors, bugs, or operational problems in the Platform caused by Customer's negligence, abuse or misapplication of the Platform, or arising out of other causes beyond the control of Qure4u; or (iii) Errors, bugs, or operational problems in the Platform resulting from the combination of the Platform with such other programming utilized by Customer which is not compatible with the Platform. Qure4u shall not be responsible for Customer's computer network or for any connectivity or other related issues that prevent Customer from gaining access to the Platform.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. QURE4U DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE MASTER SUBSCRIPTION AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.

SUPPORT SERVICES SEVERITY MATRIX

Severity	Definition	Target Resolution	Actions
Severity 1 Error (Urgent)	Error that renders the Platform inoperable or causes the Platform to fail catastrophically.	Within 2 business hours from the time that Qure4u receives all required details from customer and is able to reproduce such Error	Qure4u will promptly implement known Workarounds and Fixes, if any, to correct the Error. If the known Fixes or Workarounds fail, or none exist, then within 4 hours Qure4u will: (1) escalate to the internal engineering team and notify Qure4u's senior leadership that a high severity defect has been reported and that steps are being taken to correct the defect; (2) provide Customer with periodic reports on the status of the resolution; and (3) commence work to provide Customer with a Workaround or Fix. Qure4u will devote necessary resources to work with Customer on the resolution of the Error. After Qure4u has implemented any Fix or Workaround, Qure4u will then make a reasonable effort to identify a long-term resolution for the incident and communicate the resolution to Customer.
Severity 2 Error (High)	Error that materially restricts Customer's use of the Platform. A Workaround may exist, but it has high user impact.	Within 4 business hours from the time that Qure4u receives all required details from customer and is able to reproduce such Error	Qure4u will promptly implement known Workarounds and Fixes, if any, to correct the Error. If the known Fixes or Workarounds fail, or none exist, then within 1 business day Qure4u and Customer will begin work, within normal business hours, to identify a Fix or Workaround for the Error. If a Workaround has been implemented Qure4u will identify a Fix for the incident to be implemented at a future date and communicate the Fix and the resolution plan to Customer.
Severity 3 Error (Medium)	Error in which an important function is experiencing an intermittent problem, or a common non-essential operation is failing consistently but does not qualify as a Severity 1 or Severity 2 Error. The Error is having a low impact upon Customer's business operations.	Within a Reasonable time from the time that Qure4u receives all required details from customer and is able to reproduce such Error	Qure4u will implement a known Fix or Workaround within a reasonable time, considering the inconvenience to Customer and its user base. If the known Fixes or Workarounds fail, or none exist, Qure4u will provide a Fix in the next regularly scheduled release of the Platform.
Severity 4 Error (Low)	Error that causes only a minor impact on Customer's use of the Platform or is an error in documentation, cosmetic or response to a question.	Within a reasonable time from the time that Qure4u receives all required details from customer and is able to reproduce such Error	Qure4u will provide an appropriate response within a time frame that is appropriate to the Error.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made effective as of the date of the Agreement by and between Qure4u, Inc. (the "Business Associate") and Customer (the "Covered Entity").

RECITALS

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which sets forth the standards for protecting the privacy of certain Protected Health Information ("PHI").

B. This BAA will also comply with Part I of Subtitle D of Title XXX the American Recovery Reinvestment Act ("ARRA"), enacted on February 17, 2009, P.L.11-5 regulations on business associates and entities covered under HIPAA.

C. Said Regulations are cited at USC Title 42, Chapter 156 (Health Information Technology Privacy-Improved Privacy provisions and Security provisions) sections 17921-17954.

D. The Covered Entity as contracted with the Business Associate to provide certain products and/or services (collectively, the "Services") pursuant to an existing contract (the "Underlying Contract"), or a business arrangement or relationship described in the Underlying Contract. E. The Business Associate will regularly receive PHI in its performances of the Services pursuant to the Underlying Contract. F. Covered Entity has requested Business Associate to perform the Services pursuant to the requirements set forth in the HIPAA Regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this BAA, parties agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined in this BAA or the Agreement, shall have the same meaning those terms have in 45 Code of Federal Regulations (CFR) 160.103 & 164.501 and 42 USC Section 17921.

2. Obligations and Activities of Business Associate. If Business Associate obtains Protected Health Information pursuant to this BAA or any other written agreement between Business Associate and Covered Entity as described in section 164.502(e) (2) of Title 45 of the Code of Federal Regulations, with regard to the use and/or disclosure of PHI, Business Associate agrees to use and disclose such information only if in strict compliance with each applicable requirement of section 164.504(e) of Title 45 of the Code of Federal Regulations.

(a) Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BAA and apply the security provisions of sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures) of Title 45 of the Code of Federal Regulations. All security provisions requirements of Covered Entity are also applicable to Business Associate and are deemed incorporated into this BAA and any amendments.

(b) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

(c) Upon discovery by Business Associate of any breach, immediately notify such breach to Covered Entity that will allow Covered Entity to notify affected individuals of the breach as required by 42 USC Section 17932(a). Such notice shall include: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) a description of the unsecured protected health information subject to the breach; (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the Business Associate is doing to investigate the breach, to mitigate loses, and to protect against further breaches; (5) contact procedures for individuals to ask questions or learn information, which could include a tollfree telephone number, an e-mail address, Web-site, or postal address, if the contact is to be with the Business Associate. The notices referred to in this section shall be made without any reasonable delay and in no case later than 60 calendar days after the discovery of the breach. The method of notice shall comply with the provisions stated at 42 USC Section 17932(e). For purpose of this subsection, breach means the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information as defined, and subject to the exceptions set forth, in 45 CFR 164.402 and 42 USC Section 17921(1).

(d) For purpose of subsection (c), Business Associate shall treat any use or disclosure of PHI not permitted by HIPAA and ARRA provisions as a breach if such use or disclosure falls into the definition of breach under 42 USC Section 17921(1). A breach shall be treated as discovered by Business Associate and Covered Entity as of the first day on which such breach is known to Business Associate or Covered Entity, (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate or Covered Entity.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. (f) If applicable, provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity to meet the requirements under 45 CFR 165.524.

(g) If applicable, make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on Behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations.

(i) Document such disclosures of PHI and information related to such disclosures as is required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Provide to Covered Entity or an Individual in a time and manner designated by Covered Entity, information collected in accordance with Section (i) above, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 that will allow Covered Entity to elect how to respond to the request as authorized by 42 USC Section 17935(C) regarding accounting of PHI maintained in an electronic record format. If Business Associate is required to provide an accounting of disclosure to an individual; upon said individual's direct request to Business Associate, Business Associate shall notify Covered Entity of such direct request in a timely manner.

(k) Limit the use, disclosure, or request of PHI described in 45 CFR 164.502(b)(1) to the extent practicable, to the limited date set (as defined in section 164.514(e)(2)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, respectively.

(l) Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual, unless the Covered Entity obtained a valid authorization in compliance with section 164.508 of Title 45 of the Code of Federal Regulations and 42 USC Section 17935(d). This provision is subject to the exceptions enumerated at 42 USC Section 17935(d) (2). (m) Comply with the privacy provisions as stated in 42 USC Section 17934. Said section is deemed incorporated into this BAA and any amendments.

(n) Not make or cause to be made any communication about a product or service that is prohibited by 42 USC Section 17936(a).

(o) Not make or cause to be made any fundraising communication that is prohibited by 42 USC Section 17936(b).

3. Permitted Uses and Disclosures by Business Associate.

(a) General Use and Disclosure Provisions. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI on behalf of, or to provide the Services to, Covered Entity, for the purposes described in the Underlying Contract, if such use or disclosure of PHI would not violate the requirements of HIPAA if done by Covered Entity. All privacy requirements concerning use and disclose of PHI under HIPAA and ARRA provisions that apply to Covered Entity shall also apply to Business Associate and are deemed incorporated into this BAA and any amendments.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided such uses do not violate the requirements of HIPAA.

(2) Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity. Covered Entity shall:

(a) Provide Business Associate with the notice of privacy practices (the "Notice") that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such Notice.

(b) Provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures. (c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 and follow guidelines from said section and from 42 USC section 17935 (a)(d) not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity with the exception of any uses or disclosures as allowed by Section 3 above.

5. Terms and Termination.

(a) Term; Termination. The Term of this BAA shall be effective as of the effective date of the Underlying Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

(b) In addition to any other provisions in the Underlying Contract regarding breach, in accordance with 45 CFR 164.314(a) (1) (ii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA then the nonbreaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the non-breaching party, or in the event that cure is not reasonably possible, then the non-breaching party may immediately terminate the BAA.

(c) Effect of Termination. Upon termination of this BAA, the following provisions apply:

(1) Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. The obligations of the Business Associate with respect to access, use, and disclosure of PHI under this BAA shall continue until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the PHI then Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon determination by Business Associate that return or destruction of PHI is infeasible, then the obligations of Business Associate with respect to access, use and disclosure of PHI shall continue as provided in sub-section (2) of this section. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies, summaries or excerpts of the PHI. Business Associate shall certify in writing within thirty (30) days from the date of termination or expiration of this BAA or the Underlying Contract that all PHI has been returned or disposed of as provided and the PHI has not been retained in any form.

(2) If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Miscellaneous.

(a) Regulatory References. A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including the HITECH Act, and any guidance and regulations promulgated thereunder.

(c) Survival of Rights and Obligations. The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and/or Business Associate to comply with the HIPAA Privacy Rule.