

NSA CO-PROVIDER SOLUTION "CLICKWRAP" AGREEMENT

Customer Agreement for the Purchase of the NSA Co-Provider Solution through the Internet

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE NSA CO-PROVIDER SOLUTION AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT/AGREE" BUTTON AT THE BOTTOM OF THIS WEB PAGE. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. YOU MAY NOT SUBSCRIBE TO THE NSA CO-PROVIDER SOLUTION UNLESS YOU ACCEPT THE TERMS OF THIS LICENSE. USING THE NSA CO-PROVIDER SOLUTION ACKNOWLEDGES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD CANCEL YOUR SUBSCRIPTION IMMEDIATELY. YOU MAY PRINT THE WEB PAGE CONTAINING THIS LICENSE OR SAVE IT AS A FILE ON YOUR COMPUTER.

This NSA Co-Provider Solution "Clickwrap" Agreement (the "Agreement") is between you, the Customer ("Customer") and CorroHealth, Inc. ("Company"). Company agrees to provide Customer with a subscription to the NSA Co-Provider Solution ("Subscription"). Customer agrees to pay the Subscription Price to Company according to the terms of this Agreement.

1. Definitions.

- "*Acceptance*" means that the Customer has accepted the terms of this Agreement and has manifested said acceptance by clicking on the "I Accept/Agree" button at the bottom of this Agreement.
- "*Authorized User*" means an individual or company that has paid the applicable fees for the Subscription.
- "*Create Account Page*" means the Web page that Customer enters its company/individual information for the purpose of establishing a paid license to the Subscription.
- "*Company Web site*" means the Web site located at the [insert website address]
- "*Confidential Information*" means all confidential and proprietary information disclosed by the party disclosing Confidential Information (the "Disclosing Party") to the party receiving Confidential Information (the "Receiving Party") in the course of performing this Agreement, including, but not limited to, any of the terms of this Agreement and any other agreements or contracts between the Parties, any trade secret, patient information (including medical and financial records), process, technique, algorithm, computer program (source and object code), design, drawing, formula, test data, know-how, other works of authorship, unpublished financial information, strategy, business plans or similar information relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to the Disclosing Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form. Although certain Confidential Information will be labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, Confidential Information shall include

information that the Receiving Party should otherwise reasonably construe as confidential or proprietary under the circumstances.

- "*Co-Provider*" means an individual or facility.
- "NSA" means No Surprises Act of 2022, which is a federal law that protects consumers from instances of "surprise" balance billing.
- "*Subscription*" means the paid license to use the NSA Co-Provider Solution.
- "*Subscription Price*" is the payment which has been enumerated in this Agreement and which Customer agrees to pay to Company for the Subscription, inclusive of any set-up fees and third-party licensing fees.

2. Company's Duties.

- **Provision of Subscription.** Company shall allow Customer's Authorized Users to access the Subscription after the Customer has (1) indicated Acceptance of this Agreement; (2) has properly filled out all information on the Create Account Page; and (3) rendered valid payment on the Payment Form Page. Customer shall be able to access those certain payer published fee schedules and NSA required forms as part of the Subscription, as well as upload Customer's own charge master.
- **Privacy of Customer's Information.** Company shall not disclose to third parties any personal information which Customer forwards to Company through the Create Account Page. The information which the Customer forwards to Company through the use of the Create Account Page shall be used solely by Company for the purposes of billing, advertising, and for notifying Customer of any future information pertaining to the Subscription, such as upgrade information.
- **Support.** Company shall provide Customer and its Authorized Users with support and assistance in relation to the Subscription and will promptly report to Customer any bugs, errors, or performance issues it discovers in the Subscription. Customer agrees to assist Company in its efforts to diagnose such performance issues.

3. Customer's Duties.

- **Accountability.** Customer shall (i) maintain the confidentiality of all Subscription access credentials associated with its account, and use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription; (ii) notify Company immediately if it becomes aware of any compromised access credentials or unauthorized use of the Subscription; (iii) ensure that each Authorized User complies with the restrictions of this Agreement, and all documentation, rules, standards, protocols, and procedures issued by Company for use with the Subscription; and (iv) remain liable for the act or omissions of Authorized Users.
- **Compliance.** Customer shall notify Company in the event of (i) any suspected or alleged violation of the terms of this Agreement; (ii) any suspected or alleged violation of law, order, regulation, or contract by Customer's use of the Subscription; (iii) any alleged privacy or security incident involving the Subscription or Customer or its Authorized Users' use of the Subscription; or (iv) any third-party claim that the Subscription infringes on said third-party's intellectual property rights. Customer shall provide Company with

prompt notice and all information reasonably necessary for Company to investigate, prevent, or remedy a claim.

- **Payment.** Customer agrees to pay Company the Subscription Price.
- **Create Account Page.** Customer shall enter and forward to Company truthful and factually accurate information on the Create Account Page. Customer shall provide credit card information on the [Payment Form Page] which Company shall use according to and in the amount of the Subscription Price.
- **Fee Schedule.** Customer shall upload its fee schedule for medical services and agrees to immediately upload any changes in such rates.

4. License. COMPANY GRANTS TO CUSTOMER A NON-EXCLUSIVE NON-TRANSFERABLE LICENSE TO USE THE SUBSCRIPTION AS PROVIDED IN THIS AGREEMENT. THE SUBSCRIPTION IS LICENSED BY COMPANY TO CUSTOMER FOR CUSTOMER'S USE ONLY ACCORDING TO THE TERMS OF THIS AGREEMENT.

- **Use of Subscription.** Customer acknowledges and agrees that Customer has no right, power or to allow non-licensed users to use the Subscription. Only Authorized Users may use the Subscription.
- **Term of License.** This Agreement, and Customer's license to use the Subscription, will expire one (1) year from the date that Customer accepts the terms of this Agreement, unless this License Agreement is terminated earlier. Customer may terminate this Agreement at any time by discontinuing use of the Subscription. This Agreement and Customer's license for the Subscription will also terminate immediately if Customer fails to comply with any term or condition of this Agreement. Customer agrees that Customer will not be entitled to a refund of the Subscription Price upon early termination of this Agreement.
- **Restrictions.** Customer agrees not to (i) modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Subscription or assist someone in performing such prohibited acts; (ii) access or use the Subscription for any purpose other than the intended purpose of the service; (iii) remove or obscure any proprietary information, copyright or other notices from the Subscription or any related documentation; (iv) knowingly or negligently introduce any viruses, malware or other malicious or harmful code to the Subscription; or (v) transfer or assign this Agreement or the Subscription to another party without the prior written consent of Company. If such consent is given and Customer transfers or assigns the Subscription and/or this Agreement, then Customer will no longer retain the right to use the Subscription. Except as set forth in this provision, Customer may not transfer or assign the Subscription or any rights under this Agreement.
- **Suspension.** Company reserves the right to suspend Customer or its Authorized Users use of the Subscription, without liability, at any time, if Company determines that (i) such suspension is necessary and appropriate to comply with applicable law, regulation, or order; or (ii) the performance, integrity or security of the Subscription is adversely impacted or potentially comprised by Customer or its Authorized User's use or access.

- **Severability.** If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.

5. Company Intellectual Property. The Subscription is copyrighted material owned by Company and is protected by United States copyright law and by international treaties. Customer agrees that Company owns and holds title to the Subscription and all subsequent copies thereof regardless of the form or media, and that all title, ownership rights, and intellectual property rights in the Subscription shall remain with Company. Customer, or its Authorized Users, may not copy or otherwise reproduce any part of the Subscription without Company's prior written consent.

6. Tradenames and Trademarks. Company may use Customer's name in its marketing materials. Except as set forth in the preceding sentence, this Agreement does not grant to any party a license to use any trademark, trade name, or logo of the other party and each party recognizes that the trademarks, trade names, and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names, or logos.

7. Third Party Intellectual Property. The intellectual property of third parties may be included in the Subscription ("Licensed Content"), including but not limited to the American Medical Association ("AMA"). Customer is hereby provided a nonexclusive, nontransferable sublicense to use the Licensed Content, subject to the terms of this Agreement and those terms and conditions found in Exhibit A. For the avoidance of doubt, Customer and its Authorized Users are End Users for the purpose of use of the Licensed Content. End Users are not permitted to further distribute Licensed Content without a separate agreement between AMA and the End User. End Users are prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party a copy or portion of Licensed Content.

Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. "CPT" is a registered trademark of the American Medical Association. All Rights Reserved.

8. Subscription Price. Customer agrees to pay the following fees to Company by entering proper credit card information on the [Payment Form Page].

- \$699 for the set-up (per NPI) which includes 1st Authorized User for 1 year
- 1st Authorized User after 1st year \$125 per year
- \$495 quarterly fee (per NPI), invoiced 30 days after initial download of the app
- \$125 per year for Authorized Users 2 + at the time they are added to the app

- \$95 for PARA to load Payer fee schedule contracts

Customer shall be charged the Quarterly Fee and the Authorized User Fee (for each active user, including the first Authorized User) each year this Agreement is in effect.

- 9. Create Account Page.** The Create Account Page shall require Customer to enter Customer's full name, address, phone number, and NPI number. The Company Information Page shall also ask Customer to provide voluntary information which Company shall use only according to the terms of Paragraph 12804.□.
- 10. Hardware and Service Requirements.** Customer is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software, and communications services (such as long-distance phone charges) not owned or operated by or on behalf of Company, that allow Customer to access and use the Subscription, and for all expenses relating thereto (plus any applicable taxes). Customer agrees to access and use the Subscription in accordance with any and all operating instructions or procedures that may be issued in writing by Company and amended by Company from time to time. Company does not make any commitments with respect to use or performance of the Subscription with browsers other than Chrome, Edge, Safari, and Firefox.
- 11. Confidentiality.** The parties acknowledge and agree that the parties may disclose to each other their respective Confidential Information, as defined in Paragraph 1(e). The Receiving Party shall not disclose, provide or otherwise make available to any third party, except (a) to a subcontractor of Company, provided that the subcontract agrees to protect the confidentiality of the Confidential Information; (b) for auditing and accounting purposes in the ordinary course of business provided that the third party agrees to protect the Confidential Information; or (c) for legal advice from a licensed attorney, any Confidential Information of the Disclosing Party and shall use such Confidential Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of this Agreement and for no other purpose.
- 12. Indemnification.** Company shall not undertake to resolve any disputes or litigation on Customer's behalf involving use of the services or products described herein, and Customer agrees that it shall indemnify, hold Company harmless and defend Company against any disputes involving its use, and the use of its Authorized Users, of the Subscription. Company shall indemnify, hold Customer harmless and defend Customer against any disputes that the Customer's authorized use of the Subscription infringes or misappropriates the intellectual property rights of any third party, provided however that Company shall have no obligation to the extent the claimed infringement or misappropriation is caused by any violation of this Agreement by Customer, or the combined use of the Subscription with the use of any other products, services, data, or other elements not provided by or authorized by Company, or Customer's continued use of the Subscription after being directed by Company to discontinue use.

The party seeking indemnification shall notify the other Party in writing of any claims for which it seeks indemnification hereunder with reasonable promptness after receiving notice

of the claim; provided, however, that failure to give notice shall not relieve a party from its indemnification responsibilities under this Paragraph.

13. Disclaimer of Warranties. The Subscription provided by Company under this Agreement is provided "AS IS," WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR CUSTOMER'S PURPOSE; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. CUSTOMER AGREES THAT ANY EFFORTS BY COMPANY TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE DISCLAIMER OF WARRANTIES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SUBSCRIPTION REMAINS WITH CUSTOMER.

14. Limitation of Remedies. CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE TO COMPANY, OR COMPANY WAS GROSSLY NEGLIGENT. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SUBSCRIPTION. CUSTOMER AGREES THAT ANY EFFORTS BY COMPANY TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATION OF REMEDIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Customer. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

15. Export Restrictions. Customer agrees not to export the Subscription or any copies thereof or any products utilizing the Subscription in violation of any applicable laws or regulations of the United States. Customer agrees to indemnify Company from liability if Customer violates any such laws or regulations.

16. Notice. Any notice given with respect to this Agreement shall be deemed to be given to Customer at the address listed on the Create Account Page or to Company at 6509 Windcrest Drive, Suite 165, Plano, TX 75024 Attn: General Counsel.

17. Force Majeure. Company shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Company shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

- 18. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only by a written agreement signed by authorized representatives of both parties.
- 19. Governing Law; Attorneys' Fees; Jury Waiver.** This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of Delaware, without regard to its conflict of laws provisions. Customer expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, Customer consents to the exclusive jurisdiction of the federal and state courts located in the County of New Castle, Delaware. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating or otherwise settling or resolving such action. CUSTOMER FURTHER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
- 20. Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of Company and Customer and their respective successors and permitted assigns. It shall not be deemed to be for the direct or indirect benefit of any patient or customer of the Customer, and no patient or customer of the Customer shall be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the foregoing, AMA shall be a third-party beneficiary under this Agreement.
- 21. Survival.** Any respective obligations of Company or Customer hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation, or expiration.
- 22. Severability.** In the event any provision of this Agreement is found to be invalid or otherwise unenforceable, such invalidity shall not affect the remainder of the Agreement, the invalid portion shall be deemed severed therefrom, and the remainder of the terms shall remain in full force and effect.
- 23. Knowing Consent and Authority to Consent.** By using any part of the Subscription, Customer indicates that Customer has read this Agreement, understands the Agreement, and agrees to be bound by its terms and conditions.

THE "I ACCEPT/AGREE" BUTTON FOLLOWS.

EXHIBIT A
END USER AGREEMENT TERMS

- (a) Licensed Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.
- (b) Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee's Licensed Product(s), for the sole purpose of internal use by End User within the Territoryⁱ. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) ("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.
- (c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.
- (d) End User is prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the Licensed Product(s), or a copy or portion of Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
- (e) **End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.**
- (f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.
- (g) The following *U.S. Government End Users* notice shall be included:

U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

- (h) End User must ensure that anyone with authorized access to the Licensed Content will comply with the provisions of the End User Agreement.
- (i) AMA shall be named as a third-party beneficiary of the End User Agreement.
- (j) End User expressly consents to the release of its name to the AMA.

ⁱ “Territory” is defined as the following: Algeria, Argentina, Australia, Bahamas, Bahrain, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Norway, Panama, Peru, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela. Countries may be added or deleted without prior notice.