

PRACTOPULSE HEALTHCARE SERVICES LLC**PROVIDER PORTAL TERMS OF USE**

YOU SHOULD CAREFULLY READ THE PROVIDER PORTAL TERMS OF USE (the “Terms”) BEFORE USING THE PRACTOPULSE HEALTHCARE SERVICES LLC PROVIDER PORTAL (the “Portal”). The Portal, including all relevant content and functionality associated with the Portal, are collectively referred to as the “Services.”

BY CREATING A USER ACCOUNT AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO ACCEPT THE TERMS, DO NOT LOG IN TO OR USE THE SERVICES.

Any information that PRACTOPULSE HEALTHCARE SERVICES LLC, (“**PractoPssssulse Healthcare Services**” or “**We**”) collects through Your use of the Services is subject to the Provider Portal Privacy Policy, which is part of these Terms.

By continuing to use the Services, You agree as follows:

1. You are at least 18 years old or have been legally emancipated;
2. You understand and agree that these Terms are a legally binding agreement and the equivalent of a signed, written contract;
3. You will use the Services in a manner consistent with applicable laws and regulations and these Terms, as they may be amended by PractoPulse Healthcare Services from time to time; and
4. You understand, accept, and have received these Terms and the Provider Portal Privacy Policy, and acknowledge and demonstrate that You can access these Terms and the Provider Portal Privacy Policy at will.

If You do not agree with and accept the Terms, please discontinue all further use of the Services. Do not log into the Portal and immediately delete all files, if any, associated with the accompanying Services from your computer or mobile device.

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND PRACTOPULSE HEALTHCARE SERVICES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING ADMIN@PRACTOPULSE.COM WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

Provider Portal Terms of Use

Effective: 12/1/2024

Last Updated: December 2024

These Provider Portal Terms of Use ("Provider Portal Terms of Use" or "Terms") are a legal contract between you ("You/Your" or "User") and PRACTOPULSE HEALTHCARE SERVICES LLC ("Us" or "We" or "Our" or "PractoPulse Healthcare Services"). PractoPulse Healthcare Services is the creator of the PractoPulse Healthcare Services provider portal (the "Portal"). PractoPulse Healthcare Services Medical's Portal, including all relevant content and functionality associated with the Portal, are collectively known as the "Services". These Terms govern Your use of the Services and apply to healthcare providers and clinical staff ("Provider Users") as well as administrative personnel ("Administrators") who access and use the Services (collectively, "Users"). By accepting these Terms and using the Services, you acknowledge that You have read, understand, and agree to these Terms and Our Provider Portal Privacy Policy. Any capitalized terms not defined in these Terms are defined in the Provider Portal Privacy Policy.

WHAT ARE THE SERVICES?

The Portal is intended to provide a convenient platform for Provider Users to proactively track and analyze their patients' health conditions through pertinent health data (such as blood pressure, blood glucose, pulse oximetry, weight, and/or medication adherence) collected via remote monitoring devices, to track time spent providing remote monitoring services to patients, and to communicate with patients about their health. **The Services are not intended for use by healthcare providers or patients for continuous patient monitoring in such a way that would allow immediate clinical action in an emergency situation.**

You may access and use the Services only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as Our Provider Portal Privacy Policy. PractoPulse Healthcare Services is acting solely as a technology platform that enables You to provide healthcare services and connect with Your patients. We do not supervise or direct You in Your provision of such healthcare services to Your patients. We do not make any representations or warranties that the medical services You are providing are suitable, reliable, timely or accurate for the patient, all of which are Your responsibility.

WHAT DOES PRACTOPULSE HEALTHCARE SERVICES NOT PROVIDE?

We DO NOT provide clinical services.

THE SERVICES CAN NOT AND ARE NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE OR SUBSTANTIVELY IMPACT YOUR CLINICIAN-PATIENT RELATIONSHIP WITH OTHER USERS TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

We DO NOT provide insurance billing services or guarantees.

We provide a convenient platform for You to track information that may allow You to provide certain services that may or may not be reimbursable by federal or state health insurance payors and to generate billing reports. We are not billing experts and any information provided to You with respect to billing is for informational purposes only and should not be relied upon or construed to guarantee reimbursement of any services.

WHO IS ELIGIBLE TO USE THE SERVICES?

You must register to create an account (“**User Account**”) and become a registered user to access the Services. The registration process begins when Your designated Administrator enters Your demographic information (e.g., name, email address, contact information, role, and licensure information) in the Portal (collectively, Your “**Registration Data**”). From there, You will receive an email inviting You to register to use the Services. To register, You must create a password. You may change or correct information by accessing Your User Account dashboard or by contacting admin@practopulse.com. You agree not to register for a User Account on behalf of an individual other than Yourself unless You are legally authorized to bind such person to these Terms. By registering another person, You hereby represent that You are legally authorized to do so.

By registering for an account and using the Services, **You represent and warrant as follows:**

1. You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your Registration Data is true, accurate, current, and complete;
3. You will update Your Registration Data as needed to maintain its accuracy;
4. You are authorized to create a User Account (either for Yourself or another person);
5. You acknowledge and agree to the terms of the Provider Portal Privacy Policy;
6. You are legally authorized to view information stored in the Portal; and
7. You are not located in a country that is subject to a U.S. Government embargo or that is designated by the U.S. Government as a “terrorist supporting country, and You are not listed on any U.S. Government list of prohibited or restricted parties.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

HOW WILL PRACTOPULSE HEALTHCARE SERVICES NOTIFY YOU OF CHANGES TO THESE TERMS?

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included near the end of these Terms, PractoPulse Healthcare Services reserves the right to change or modify these Terms at any time without prior notice to You. If We materially change or modify these Terms, We will let You know

by (1) posting a new version of the Terms to the Portal; and/or (2) sending You a notification to the email address provided to Use by Your Administrator in the Registration Data.

If You continue to use the Services after we have informed You of the changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer and/or mobile device.

WHO OWNS THE SERVICES AND PERSONAL DATA?

Services Ownership and Use.

PractoPulse Healthcare Services owns the Services, including all content and functionality You access through the Services. Subject to Your compliance with these Terms, PractoPulse Healthcare Services grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services by accessing the Portal on Your computer.

THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY AND YOU MAY NOT RESELL OR SUBLICENSE YOUR ACCESS TO THE SERVICES. You may not use the Services for any other purpose than what is allowed under these Terms without PractoPulse Healthcare Services Medical's express written permission.

You may not use PractoPulse Healthcare Services Medical's name, trademarks, service marks, or logos, or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate PractoPulse Healthcare Services' or such third party's sponsorship or affiliation with any product or service without the express written permission from PractoPulse Healthcare Services or such third party.

Personal Data Ownership and Use.

You own Your Personal Data (as defined in the Provider Portal Privacy Policy) and any other information You submit on or through the Services (collectively, "**User Information**"). If You are entering someone else's information into the Services, You represent and warrant that You have permission to do so. For Us to provide You with the Services, You grant to PractoPulse Healthcare Services a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your User Information for the purpose of providing the Services, subject to the restrictions in the Provider Portal Privacy Policy. You also agree to allow PractoPulse Healthcare Services to de-identify and anonymize Your User Information, in accordance with the Provider Portal Privacy Policy, and to use or disclose such de-identified information for any purpose.

WHAT ARE YOU NOT ALLOWED TO DO WITH THE SERVICES?

You may use the Services only for lawful purposes and in accordance with these Terms. In addition, We impose certain restrictions on Your use of the Services. While using the Services, **You shall not:**

1. Provide false, misleading, or inaccurate information to Us or any other user;
2. Use the Services (i) for any commercial purpose; (ii) for the benefit of any third party; or (iii) in any manner not permitted by these Terms;

3. Impersonate or attempt to impersonate Us, one of Our employees, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
4. Use or attempt to use any manual process, engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to harvest, monitor, or otherwise collect information from the Services for any use, including, without limitation, use on third-party websites, without Our consent;
5. Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to use the Services;
6. Access content or data not intended for You, or log onto a server or account that You are not authorized to access;
7. Violate any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);
8. Attempt to probe, scan, or test the vulnerability of the Services or any associated system or network, or breach security or authentication measures without proper authorization;
9. Interfere or attempt to interfere with the use or functionality of the Services by any other user, host, or network, including, without limitation, by means of submitting a virus, trojan horse, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, "flooding," "spamming," "mail bombing," or "crashing";
10. Forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance, or distribution by means of, the Services;
11. Post or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
12. Post, upload, publish, submit, or transmit any content that: (i) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
13. Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
14. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Us, You, or any other third-party (including another user) to protect the Services;
15. Attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Us in providing the Services. Any violation of this section may subject You to civil and/or criminal liability;

16. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by Us, may harm Us or users of the Services or expose them to liability, or otherwise interfere with or attempt to interfere with the proper working of the Services;
17. Use the Portal in any manner that could disable, overburden, damage, or impair the Portal or interfere with the Portal or any other party's use of the Portal;
18. Attack the Portal via a denial-of-service attack or a distributed denial-of-service attack; or
18. Encourage or enable any other individual to do any of the above.

PractoPulse Healthcare Services is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and/or to respond to law enforcement or other government agencies if and when We are required to. PractoPulse Healthcare Services reserves the right to suspend or terminate Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

HOW SHOULD YOU PROTECT YOUR LOGIN INFORMATION?

The Services are designed to require Provider Users to create a password to access and use the Services, Your **"User Credentials."** You are solely responsible for (i) maintaining the strict confidentiality of Your User Credentials, (ii) not allowing another person to use Your User Credentials to access the Services, and (iii) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your User Credentials, regardless of whether You were aware of those activities. You agree to immediately notify PractoPulse Healthcare Services in writing by email of any unauthorized use of Your User Credentials or any other compromise of the security of Your User Account.

WE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY HARM ARISING FROM OR RELATING TO THE THEFT OF YOUR USER CREDENTIALS AND/OR ANY RESULTING ACCESS TO YOUR PERSONAL DATA, YOUR DISCLOSURE OF YOUR USER CREDENTIALS, OR THE USE OF YOUR USER CREDENTIALS BY ANOTHER PERSON OR ENTITY REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

You may be held liable for any losses incurred by PractoPulse Healthcare Services and/or its affiliates, officers, directors, and representatives due to someone else's use of Your User Account or password, regardless of whether You were aware of such use.

HOW DOES PRACTOPULSE HEALTHCARE SERVICES PROTECT YOUR PRIVACY?

PractoPulse Healthcare Services values Your privacy and is committed to keeping Your Personal Data confidential. Please see Our Provider Portal Privacy Policy for an explanation of Our privacy practices, the data We collect from You, how We use that data, and Your rights regarding Your data. By clicking "I Agree," accessing or using the Services, or by downloading, viewing, or uploading any content through the Services, You acknowledge and agree to the provisions of the Provider Portal Privacy Policy and affirm that the Provider Portal Privacy Policy is a part of these Terms.

By using the Services and accepting these Terms, You further acknowledge that PractoPulse Healthcare Services may share Your Personal Data with third parties as described in the Provider Portal Privacy Policy, and will seek Your consent before doing so where required by law.

We are not responsible for nor liable to You or any third party for a third party's treatment of Personal Data, including any collection, use, disclosure, storage, loss, theft, or misuse of Personal Data, whether or not such treatment violates applicable law.

COMPUTER EQUIPMENT AND INTERNET ACCESS

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "**Systems**") necessary for You to access and use the Services. This includes, without limitation, obtaining Internet services, using up-to-date web browsers, and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

OPTING OUT OF COMMUNICATIONS FROM PRACTOPULSE HEALTHCARE SERVICES

We may send communications, including emails, to You regarding Your User Account and the Services. You can choose to filter any User Account and Services emails using Your email settings, but we do not provide an option for You to opt-out of these communications.

If You consent to receive marketing or other communications not related to Your User Account or the Services, We will provide You with the option to opt-out of such marketing communications within the applicable message.

THIRD PARTIES AND THIRD-PARTY SITES

Third-Party Websites.

In the course of using the Services, You may be introduced to areas or features of the Services that allow You to access a website that does not belong to and is not controlled by Us (collectively, "**Third-Party Sites**"). If You choose to access one of these Third-Party Sites, You will leave Our Portal and be redirected to an environment owned and controlled by an external third party. You acknowledge and agree that the Third-Party Sites may have different privacy policies, terms of use, user guides, and/or business practices (collectively, "**Third-Party Rules**") than Us, and that Your use of such Third-Party Sites is governed exclusively by the respective Third-Party Rules. We provide links to Third-Party Sites to You as a convenience, and We do not verify, make any representations, or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content, application, links displayed, and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, BUSINESS PRACTICES, INFORMATION, RESOURCES, APPLICATIONS, AND OTHER CONTENT (“**Third Party Matters**”) AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE THIRD-PARTY MATTERS.

Any reference in the Services to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply Our endorsement or recommendation.

Third-Party Services.

To the extent any features, aspects, products, or services offered through the Services are provided, in whole or in part, by third parties (“**Third-Party Services**” as provided by “**Third-Party Service Providers**”), You may be subject to additional terms and conditions. To the extent applicable, You will receive a notification and have the opportunity to accept such terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, DO NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between terms of use relating to Third-Party Services and these Terms, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Provider’s privacy policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER’S PRIVACY POLICY OR TERMS OF USE, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

YOUR REPRESENTATIONS AND WARRANTIES

In addition to other representations and warranties contained throughout the Terms, You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable laws, regulations, rules, and PractoPulse Healthcare Services policies and procedures (to the extent such policies and procedures are communicated to You). Specifically, **YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO SHARE PERSONAL DATA (BELONGING TO YOURSELF OR OTHERS ON WHOSE BEHALF YOU ARE SUBMITTING SUCH PERSONAL DATA) WITH US.**

WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY

No Warranties.

THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PRACTOPULSE HEALTHCARE SERVICES EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PRACTOPULSE HEALTHCARE SERVICES MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR

REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PRACTOPULSE HEALTHCARE SERVICES MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, APPLICATIONS, OR MATERIALS ACCESSED OR PURCHASED THROUGH THE APPLICATION OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PRACTOPULSE HEALTHCARE SERVICES OR THROUGH THE PORTAL OR MATERIALS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, PATIENTS AND OTHER AUTHORIZED THIRD PARTIES.

PRACTOPULSE HEALTHCARE SERVICES CAN NOT ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES THAT MAY RESULT IN FAILURE TO OBTAIN DATA OR LOSS OF DATA, PERSONALIZATION SETTINGS, OR OTHER SERVICE INTERRUPTIONS. PRACTOPULSE HEALTHCARE SERVICES CAN NOT ASSUME RESPONSIBILITY FOR THE TIMELINESS, ACCURACY, DELETION, NON-DELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS. IT IS YOUR RESPONSIBILITY TO BACKUP ANY INFORMATION YOU ENTER INTO THE PORTAL.

Your Responsibility for Loss or Damage.

YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD PRACTOPULSE HEALTHCARE SERVICES OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER PRACTOPULSE HEALTHCARE SERVICES NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR APPLICATIONS, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PRACTOPULSE HEALTHCARE

SERVICES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED IN MEETING ITS ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THE SERVICES.

PRACTOPULSE HEALTHCARE SERVICES IS NOT LIABLE TO YOU OR ANY PERSON FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION INCLUDED IN THE SERVICES. PRACTOPULSE HEALTHCARE SERVICES IS NOT LIABLE TO ANY USER OR PERSON FOR ANY HARM CAUSED BY YOUR NEGLIGENCE OR MISCONDUCT, WHETHER OR NOT RELYING UPON INFORMATION COLLECTED, GENERATED, OR STORED VIA THE SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, PRACTOPULSE HEALTHCARE SERVICES 'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00. ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PRACTOPULSE HEALTHCARE SERVICES AND ITS REPRESENTATIVES FROM ANY LIABILITY, LOSS, CLAIM, SUIT, DAMAGE, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICES, YOUR VIOLATION OF THESE TERMS, OR ANY NEGLIGENT OR WRONGFUL CONDUCT BY YOU OR RELATED TO YOUR USER ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES THROUGH YOUR USER ACCOUNT, REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

PROVIDING FEEDBACK TO PRACTOPULSE HEALTHCARE SERVICES

We welcome and encourage You to provide feedback, comments, and suggestions for improvements to the Services ("**Feedback**"). You may submit Feedback by emailing Us at admin@practopulse.com. You acknowledge and agree that if You submit any Feedback to Us, You grant Us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

USER ACCOUNT TERMINATION

If You breach any of these Terms, We may suspend or disable Your User Account or terminate Your access to the Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Services and materials at any time, with or without cause.

If You wish to terminate Your User Account, please contact PractoPulse Healthcare Services at admin@practopulse.com, immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer.

DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS

You agree that any dispute between You and PractoPulse Healthcare Services arising out of or relating to these Terms will be governed by the dispute resolution procedure outlined below. We want to address Your concerns without needing a formal legal case, so We have included a tiered dispute resolution process. This Dispute Resolution section may be modified by a written agreement between You and PractoPulse Healthcare Services.

Informal Dispute Resolution.

Before filing a claim against PractoPulse Healthcare Services, You agree to try to resolve the dispute informally by contacting **admin@practopulse.com**. Most user concerns can be resolved quickly and to Your satisfaction through email.

Arbitration Agreement.

In the unlikely event that Our support team is unable to resolve a complaint You may have (or if We have not been able to resolve a dispute with You after attempting to do so informally), including, but not limited to, any alleged breach of these Terms, You agree to resolve the dispute through binding arbitration. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs, and other costs incurred by the party that does not win the dispute. You agree that any dispute will be exclusively, fully, and finally resolved using binding arbitration through the American Health Lawyers Association ("**AHLA**").

Arbitration Procedure.

You and PractoPulse Healthcare Services agree to employ three (3) arbitrators (the "**Panel**"), where one arbitrator (1) is selected by You, one (1) arbitrator is selected by PractoPulse Healthcare Services, and the third (3rd) arbitrator is selected by mutual consent of You and PractoPulse Healthcare Services. If You and PractoPulse Healthcare Services cannot agree upon the third arbitrator, the first two (2) arbitrators chosen shall select the third arbitrator. The selection decision shall be binding.

The arbitration shall be conducted by telephone, online, and/or be solely based on written submissions—the specific manner to be chosen by the party initiating the arbitration. The arbitration shall not involve

any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the Panel may be entered in any court of competent jurisdiction.

Any claim or dispute arising under these Terms must be initiated by arbitration within two (2) years from its accrual date. Any claim or dispute initiated two (2) years or longer from its accrual date shall be time-barred and dismissed.

Cost of Arbitration.

You and PractoPulse Healthcare Services shall each pay 50% of all mediator and/or arbitrator costs, expenses, and fees incurred in connection with mediating and/or arbitrating under these Terms.

Exceptions to Agreement to Arbitrate.

PractoPulse Healthcare Services may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in the informal dispute-resolution process described above.

YOU MAY ONLY RESOLVE DISPUTES WITH PractoPulse Healthcare Services ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THESE TERMS.

Opt-Out of Alternative Dispute Resolution Process.

Notwithstanding the above, You can decline or “opt-out” of the alternative dispute resolution process described above by contacting admin@practopulse.com within 30 days of first accepting these Terms and stating that You (first and last name) decline this dispute resolution process.

YOU UNDERSTAND AND AGREE THAT, BY NOT OPTING OUT OF THE ALTERNATIVE DISPUTE RESOLUTION PROCESS DESCRIBED, YOU WAIVE ANY RIGHT TO A JURY TRIAL TO WHICH YOU MAY OTHERWISE BE ENTITLED IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS.

If You opt-out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You submit to the exclusive jurisdiction of any state or federal court sitting in the State of Texas within twenty-five (25) miles of Dallas county in any legal proceeding arising out of or relating to these Terms. You agree that any and all claims and matters arising out of these Terms, unless subject to the dispute resolution process described above, may be heard and determined in any such court, and You hereby waive any right to object to such filing on grounds of improper venue, forum non-convenience, or other venue-related grounds, unless such objection asserts that the claim or matter in dispute is subject to determination through the dispute resolution process described above.

GENERAL CONTRACT TERMS

Entire Agreement.

These Terms, the Provider Portal Privacy Policy, and any other terms incorporated by reference, constitute the entire and exclusive understanding and agreement between PractoPulse Healthcare Services and You regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between PractoPulse Healthcare Services and You regarding the Services.

Governing Law.

These Terms shall be governed by the laws of the State of Texas without reference to its conflict of laws provisions.

Assignment.

You may not assign or transfer these Terms, by operation of law or otherwise, without PractoPulse Healthcare Services Medical's prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. PractoPulse Healthcare Services may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Notices.

Any notices or other communications permitted or required under these Terms, including those regarding modifications to these Terms, will be in writing and given: (i) by PractoPulse Healthcare Services via email (in each case to the address that You provide); and/or (ii) by posting to the Portal. For notices made by email, the notice will be effective as of the date the notice is first transmitted. You agree that any notice received from PractoPulse Healthcare Services electronically satisfies any legal requirement that such notice is in writing. YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH PractoPulse Healthcare Services IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.

You shall give any notice to PractoPulse Healthcare Services by email to: **admin@practopulse.com**. Notice to PractoPulse Healthcare Services shall be effective upon receipt of notice by PractoPulse Healthcare Services.

No Inadvertent Waiver.

The failure of PractoPulse Healthcare Services to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PractoPulse Healthcare Services.

Severability.

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding, and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

Intellectual Property Rights.

“Intellectual Property Rights” means all intellectual property rights or similar proprietary rights, including (i) patent rights and utility models, (ii) copyrights and database rights, (iii) trademarks, trade names, domain names, and trade dress and the goodwill associated therewith, (iv) trade secrets, (v) mask works, and (vi) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

As between You and Us, all right, title, and interest, including all Intellectual Property Rights, in the Services, any related materials, logos, products, and documentation, and any other property or materials furnished or made available hereunder, and all modifications and enhancements thereof, belong to and are retained solely by PractoPulse Healthcare Services or its licensors, vendors, and affiliates, as applicable. All rights not expressly granted are reserved by Us. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Remedies.

Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

Contacting PractoPulse Healthcare Services.

Please feel free to contact Us if You have any questions about these Terms and/or any other documents referenced in these Terms. You may contact Us at **admin@practopulse.com**, or at our mailing address:

PRACTOPULSE HEALTHCARE SERVICES LLC
1201 North Market Street, Suite 111
P: (302) 800-2132 F: (302) 800-2133