



MASTER AGREEMENT

This master agreement (the “**Master Agreement**”) is entered into between, either: (i) Glooko, Inc., a Delaware corporation, located at 579 University Avenue, Palo Alto, California, 94301 (“**Glooko, Inc.**”); or (ii) Glooko AB, a company registered in Sweden under company registration number 556668-4675, located at Nellickevägen 20, 412 63 Gothenburg, Sweden (“**Glooko AB**”), according to the Section entitled “**Company Contracting Entity**” below (each individually the “**Company**”) and the Client listed on a duly executed ‘Order Form’ as defined below (“**Client**”), as of the date of the final signature on an Order Form, as defined below (the “**Effective Date**”). Any individual entering into this Agreement warrants that he/she has authority to enter into a binding Agreement on behalf of the party for whom it is indicated. Any long-form negotiated agreement regarding the subject matter herein entered into between Company and Client shall supersede these Master Agreement terms.

1. Order Forms. During the Term of the Agreement, defined below, Company and Client may enter into order forms or booking forms (each, an “**Order Form**”) for the purchase of software licenses, hosting services, professional services, and hardware, as applicable (collectively, the “**Deliverables**”). Each Order Form is expressly subject to and incorporated into this Master Agreement and together the Master Agreement and Order Form are collectively referred to as the “**Agreement**”. Company objects to and rejects all additions, exceptions, or changes to the Agreement, whether contained in any purchase order, request for proposal (“**RFP**”), request for quote (“**RFQ**”), or other form received from Client or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Client number on any Order Form or a Company invoice is for reference purposes only and is not an acceptance by Company of any terms or conditions contained therein or elsewhere.

2. Fees. Client shall pay Company for the Deliverables it purchases as detailed in each Order Form entered into between the parties. Payment is due thirty (30) days from the date of each invoice. Except as otherwise agreed to in an Order Form, Company reserves the right to increase its fees and rates for the Deliverables upon the completion of an initial term and any subsequent renewal term. Any undisputed amount past due more than thirty (30) days, shall earn interest on the overdue balance at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus all expenses of collection.

3. Suspension. Non-payment or late payment of undisputed fees is a material breach of the Agreement, and shall entitle Company, in its sole discretion, to (i) withhold performance and discontinue service until all amounts due are paid in full; or (ii) terminate the Agreement with immediate effect by providing Client with written notice. Company reserves the right, in its sole discretion, to withhold performance and discontinue service upon detection of potential illegal use by Client, or for law enforcement actions.

4. Taxes. The fees payable under the Agreement shall not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Deliverables, all of which Client shall be responsible for and pay in full except those taxes based on the net income of Company. If Client claims tax exempt status, certificate of such status should be submitted to Company prior to execution of an Order Form.



5. Term and Termination.

5.1 Term. The term of the Agreement begins on the Effective Date and lasts until terminated in accordance with this Section.

5.2 Termination. A party may terminate the Agreement: (i) for cause upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (ii) for cause if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (iii) if there are no active Order Forms in effect, by sending written notice to the other party.

5.3 Effect of Termination. Upon termination, Company shall discontinue provision of services. Termination will not relieve Client of the obligation to pay any fees due or payable to Company prior to the effective date of termination, including annual fees, implementation fees, training fees, subscription fees, or any other fees or payments that Client has committed to under the Agreement.

6. Transition Services. At the request of Client, for up to ninety (90) days after termination of the Agreement, Company agrees to provide Client with support and transition services at its then-current rates. The provisions of the Agreement will remain in effect for the agreed upon transition assistance period and will apply to all transition assistance services provided by Company during such period.

7. Client Cooperation. Client acknowledges that its timely provision of appropriate personnel, equipment, assistance, cooperation, and complete and accurate information and data from its employees, contractors and vendors, and suitably configured information technology systems are essential to Company's performance under the Agreement. Company shall not be liable for any deficiency in its performance if such deficiency results from Client's failure to provide full cooperation as described herein. Client agrees that it is responsible for providing and maintaining its own technical infrastructure and all necessary telecommunications equipment, software and other materials (including but not limited to SSL certificates, VPN firewall rules and access for Company, server updates, policy changes, etc.), at its own location(s) as necessary for Client's use of the Deliverables. Client is responsible for contracting with and coordinating any necessary third-party vendors to support Client's use of the Deliverables, and Company is not responsible for any third-party vendor issues or delays. Client shall also ensure all of its relevant personnel timely participate in Company provided training as necessary for Client's use of the Deliverables.

8. Professional Services. In addition to the regular support services Client receives as a part of its Software purchase, Client may purchase additional training, consulting, data migration, conversion, integration, implementation or other services from Company to support its use of the Software (collectively, "**Professional Services**"), as specified in an Order Form. All Professional Services will be performed by individuals with levels of knowledge, skill and experience commensurate with the requirements of the Agreement, and will be performed in a timely, professional and workmanlike manner in accordance with generally accepted industry practices and standards.

9. On Premise Access. Company's access to Client's facility, if any, shall be subject to Company's compliance with Client's access, safety, security and operational policies and procedures as applicable to any such onsite visits.



10. Security. Company maintains commercially reasonable security measures to prevent unauthorized access to all data, computer hardware and other equipment and/or software used by Company to provide the Deliverables under which Company documents, implements and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with applicable law; and (b) protect the confidentiality, integrity, and availability, of all data and information controlled by it. Company shall maintain written security management policies and procedures to identify, prevent, detect, contain, and correct violations of measures taken to protect the confidentiality, integrity, and availability, of all data and information controlled by it. Client shall be solely responsible for the security of Client's own internal information technology and physical office space operating environments. Client shall immediately notify Company of any other breach of security in its use of the Deliverables or in its own systems and environments.

11. Modifications. Company may from time to time develop enhancements, updates, improvements, modifications, extensions and other changes to the Deliverables ("**Modifications**"). Company has the right to implement such Modifications in its sole discretion at any time provided that such Modifications do not have a material adverse effect on the functionality or performance of the Deliverables.

12. Functionality. The functionality, operation and scope of all of the Deliverables shall conform to the then current Company-issued documentation respecting each Deliverable. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding any potential future functionality or features.

13. Feedback. Client may, from time to time, submit comments, feedback, information, questions, data, ideas, description of processes, or any other information to Company respecting its use of the Deliverables ("**Feedback**"). For any and all Feedback, Client grants Company a non-exclusive, worldwide, perpetual, irrevocable license to use, , reproduce, incorporate, distribute, disclose, and sublicense any such Feedback..

14. No Practice of Medicine. Client acknowledges and agrees that Company is not engaged in the practice of medicine and that Company does not provide medical advice, diagnoses or treatments through the provision of the any of the Deliverables to Client under the Agreement.

15. Compliance with Laws. Each party shall comply with all applicable laws and government regulations in its performance under the Agreement.

16. United States Regulatory Compliance. Glooko, Inc. and its Client's under this Agreement each certify and warrant that the performance of this Agreement is intended to comply with, and that this Agreement does not violate: (a) the federal anti-kickback statute (42 USC 1320a-7(b) and related "safe harbor" regulations; and (ii) the federal "Stark Law" (42 USC 1395nn) and related regulations, as each may be amended from time to time. It is not a purpose of this Agreement to generate referrals for services or supplies for which payment may be made in whole or in part under any federal healthcare program. Any amounts to be paid for Deliverables under to this Agreement have been set without reference to the volume or potential value of any referrals or other business that may occur between the parties hereto. Such amounts to be paid represent the fair market value of the Deliverables to be furnished by Company, which shall have been negotiated through good faith and arm's length bargaining between the parties. Nothing herein shall be construed to require a party to refer patients or other business to any of the parties or to any other person or entity associated with the parties.



17. HHS Access to Books and Records. Glooko, Inc. and its Client's agree to treat this Agreement as a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof. If Company is performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period, it shall to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, for four years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records, and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs or services provided by Company.

18. Excluded Provider. Glooko, Inc. represents and warrants that neither it, nor to its knowledge, any of its employees (its "Employees") have been, or to the best of its knowledge, is about to be excluded from participation in any U.S. Federal Health Care Program (as defined herein). Glooko, Inc. agrees to notify Client within five (5) business days of Company's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of Glooko, Inc. or any of its employees on the U.S. Office of Inspector General's exclusion list (OIG website), the U.S. General Services Administration's Lists of Parties Excluded from Federal Procurement and No procurement Programs (GSA website) for excluded individuals or entities, any state U.S. Medicaid exclusion list, or the U.S. Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. "U.S. Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

19. Equal Opportunity Clause. Glooko, Inc. and its Client's under this Agreement shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

20. Export Control. Client agrees and warrants that it may and will not use or otherwise export or re-export the Deliverables except as authorized by United States law and the laws of the jurisdiction(s) in which the Deliverables was obtained. In particular, but without limitation, the Deliverables may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By using any Deliverable, the Client represent and warrant that their Authorized Users are not located in any such country or on any such list. The Client also agrees to not use the Deliverables for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

21. Confidentiality. Except as expressly permitted in this Section, neither party will, without the prior written consent of the other party, disclose any Confidential Information of the other party to any third party. Information will be considered Confidential Information of a party if either (i) it is disclosed by a party to the other party in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like; (ii) it is disclosed by a party to the other party in non-tangible form and is identified as confidential at the time of disclosure; (iii) it is disclosed under circumstances in which a reasonable person would consider the information confidential or proprietary; (iv) its proprietary nature is apparent from



the context, contents, or nature of the information disclosed; or (v) it contains the disclosing party's customer lists, customer information, technical information, pricing information, pricing methodologies, or information regarding the disclosing party's business planning or business operations. In addition, notwithstanding anything in the Agreement to the contrary, the terms of the Agreement will be deemed Confidential Information of Company. Other than the terms and conditions of the Agreement, information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; or (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will secure and protect the Confidential Information of the other party (including, without limitation, the terms of the Agreement) in a manner consistent with the steps taken to protect its own trade secrets and confidential information, but not less than a reasonable degree of care. Each party may disclose the other party's Confidential Information where (i) the disclosure is required by applicable law or regulation or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other party with adequate time for such other party to seek a protective order; (ii) if in the opinion of counsel for such party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; or (iii) the disclosure is reasonably necessary and is to that party or its affiliates', employees, officers, directors, attorneys, accountants and other advisors, or the disclosure is otherwise necessary for a party to exercise its rights and perform its obligations under the Agreement, so long as in all cases the disclosure is no broader than necessary and the person or entity who receives the disclosure agrees prior to receiving the disclosure to keep the information confidential. Each party is responsible for ensuring that any Confidential Information of the other party that the first party discloses pursuant to this Section (other than disclosures pursuant to clauses (i) and (ii) above that cannot be kept confidential by the first party) is kept confidential by the person receiving the disclosure. The parties agree that each party shall remain the exclusive owner of its own respective Confidential Information disclosed hereunder and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Each party shall, upon the request of the other party, return all tangible or intangible manifestations of Confidential Information received pursuant to the Agreement (and all copies and reproductions thereof), provided the other party may retain one copy in a secure location for the purpose of evidencing compliance with the Agreement or to otherwise fulfill its legal requirements.

22. Indemnity. Unless it is expressly prohibited by then-current applicable law, Client shall defend, indemnify and hold harmless Company, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") suffered or incurred by them in connection with a third party claim arising out of: (i) Client's breach of the Agreement; (ii) Client's use of the Deliverables; or (iii) Client's failure to comply with laws, rules, regulations or professional standards. Company shall defend, indemnify and hold harmless Client, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all Losses suffered or incurred by them in connection with a third party claim arising out of: (i) breach of the Agreement, (ii) its gross negligence or willful misconduct; (iii) Company's breach of or failure to comply with laws, rules, regulations or professional standards.



23. Mechanics of Indemnity. The indemnifying party's obligations are conditioned upon the indemnified party: (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity; (ii) granting control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

24. DISCLAIMER OF DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, COMPANY AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL NOT BE LIABLE TO CLIENT, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES OR LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION COMMUNICATION FAILURE, LOSS OF CONNECTIVITY, NETWORK OR SYSTEM OUTAGE INTERRUPTION, UNAVAILABILITY OF OR OPERATION IN COMBINATION WITH A THIRD PARTY NETWORK OR SYSTEM AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, EVEN IF COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

25. LIMITATION OF LIABILITY. IN ANY EVENT, COMPANY'S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES, COSTS, AND EXPENSES SHALL NOT EXCEED THE AMOUNTS RECEIVED BY COMPANY FROM CLIENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. The provisions of this Section allocate the risks under the Agreement between Company and Client. The parties agree that the limitations of liability set forth in this Section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the fees have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

26. Relationship of the Parties. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

27. Waiver. The waiver by either party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

28. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

29. Company Contracting Entity. References to "Company" are references to the applicable contracting entity specified in the table below in this Section (the "Table"). The Deliverables are provided by that contracting entity. In the Table, "Client Location" refers to where the Client is located (according to applicable Order Form, if any) and determines which row of the Table applies to such Client.



Table

Client Location	Company	Governing Law and Arbitration Body	Insurance
United States and Canada	Glooko, Inc., a Delaware corporation, located at 579 University Avenue, Palo Alto, CA, 94301	California; Judicial Arbitration and Mediation Services, Inc.	<p>a) Umbrella Liability insurance with limits of not less than \$1,000,000 each accident;</p> <p>b) Workers Compensation and Employers Liability insurance meeting minimum statutory requirements;</p> <p>c) Commercial General Liability insurance with limits of not less as follows: (1) \$1,000,000 Each Occurrence; (2) \$2,000,000 General Aggregate;</p> <p>d) \$1,000,000 Personal & Advertising Injury;</p> <p>e) \$1,000,000 Damage to Premises Rented;</p> <p>f) Medical & Biotechnology Products Liability insurance with limits of not less than \$10,000,000 each occurrence and \$10,000,000 general aggregate;</p> <p>g) Errors & Omissions / Cyber Liability with limits of not less than \$10,000,000 each occurrence and \$10,000,000 general aggregate; and</p> <p>h) Automobile Liability insurance with limits of not less than \$1,000,000 each accident.</p> <p>Company's insurance shall be underwritten by an insurance company, which holds an A- or better rating from A.M. Best.</p>



Anywhere outside the United States and Canada	Glooko AB, a company registered in Sweden under company registration number 556668-4675, located at Nellickevägen 20, 412 63 Gothenburg, Sweden	Sweden; Arbitration Institute of the Stockholm Chamber of Commerce.	Company has reasonable and appropriate insurance coverages which it shall maintain throughout the Term.
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30. Publicity Rights. During the Term, Client grants Company a limited, non-exclusive, royalty free right to use its name, logo and any underlying trademarks thereto so that Company may publicize its relationship with the Client.

31. Notices. All notices, approvals or waivers required to be given under the terms of the Agreement (other than routine operational communications), shall be in writing, and if to Client shall be sent to the Client's address that appears on an applicable Order Form, and if sent to Glooko, Inc, shall be sent to: Glooko, Inc., 579 University Avenue, Palo Alto, CA 94301, Attn: Legal Department, and if to Glooko AB, shall be sent to: Glooko AB, Nellickevägen 20, 412 63 Gothenburg, Sweden, Attn: Legal Department. All notices, approvals or waivers shall be sent via one of the following methods and shall be deemed to have been received: (i) on the day given delivered by hand (securing a receipt evidencing such delivery); or (ii) on the second day after such notice is sent by a nationally recognized overnight or two (2) day air courier service, full delivery cost paid; or (iii) on the fifth day after such notice was mailed, registered mail, prepaid, return receipt requested.

32. Dispute Resolution. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Any contract dispute or claim arising out of, or in connection with, the Agreement shall be finally settled by binding arbitration in the applicable jurisdiction appearing in Section entitled Company Contracting Entity. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party. In the event that any arbitration, action or proceeding is brought in connection with the Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction without first complying with the arbitration provisions of this Section.

33. Survival. Company and Client's respective obligations hereunder which by their nature would continue beyond the termination or expiration of the Agreement shall survive.

34. Assignment. The Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign any of its rights or obligations under the Agreement without the prior written consent of the other party, except that Company may assign its rights and obligations without consent to a successor or a party which has purchased all or substantially all of its relevant assets or business.

35. Force Majeure. Neither party will be liable to the other for failure to meet its obligations under the Agreement where such failure is caused by events beyond its reasonable control such as fire, failure of communications networks, riots, civil disturbances, embargos, storms, acts of terrorism, pestilence, war, floods, tsunamis, earthquakes or other acts of God.



36. Updates Company may modify all or any parts of the Agreement, for example, to reflect changes to the law or changes to Company's Deliverables, in its sole discretion from time to time. Client should look at the Agreement regularly. By continuing to use or access the Deliverables after any revisions are in effect, Client agrees to be bound by the revised Agreement and related terms respecting the Deliverables.

37. Data Processing Agreement and Glooko Standard Contractual Clauses. This Master Agreement incorporates the Glooko AB Standard Contractual Clauses found here: <https://glooko.com/dataprocessingagreement/> provided that (i) Glooko AB is processing personal data on behalf of the Client, and (ii) there is no individually negotiated and signed data processing agreement in place between the Client and Glooko AB.

38. Business Associate Agreement This Master Agreement incorporates Glooko, Inc.'s Business Associate Agreement found here: <https://glooko.com/businessassociateagreement/> when Glooko, Inc. is processing protected health information on behalf of a Client who is a Covered Entity under the Health Insurance Portability and Accountability Act, and there is no other individually negotiated and signed Business Associate Agreement in place between the Client and Glooko, Inc.

39. Privacy Notice. Company complies with the privacy notice and policies that relate to its use, collection, transfer, processing, access, protection, and storage of personal data collected by it, appearing here: <https://glooko.com/privacy>

40. Software Terms and Conditions. The terms governing Client's use of the Software are located at: <https://www.Glooko.com/SoftwareTerms>

41. Software Uptime. The uptime guarantees for the operation of the Software are located at: <https://www.Glooko.com/SoftwareUptime>

42. Glooko Inc. Hardware Terms and Conditions. The terms governing Client's use of the Glooko, Inc. provided Hardware are located at: <https://www.Glooko.com/Inc.HardwareTerms>

43. Glooko AB Hardware Terms and Conditions. The terms governing Client's use of the Glooko AB provided Hardware are located at: <https://www.Glooko.com/ABHardwareTerms>

44. Glooko Support Terms and Conditions. The terms of Glooko, Inc. and Glooko AB provided Customer Support are located at: <https://www.Glooko.com/CustomerSupport>

45. EndoTool IV and SubQ Support Terms and Conditions. The terms of the EndoTool IV and SubQ Support and Maintenance Services are located at: <https://glooko.com/endotoolivandsubqcustomersupport/>

46. Entire Agreement. The Agreement, including all additional policies and documentation appearing herein via website hyperlinks, and any subsequent document duly executed by both parties which terms is expressly incorporated by reference into the Agreement, constitutes the entire agreement between the parties. The Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as set forth in the Agreement.