MASTER TERMS OF USE AGREEMENT

BY USING CLOUDHEALTH TECHNOLOGIES' PROPRIETARY IT INFRASTRUCTURE MANAGEMENT AND DATA ANALYTICS PLATFORM (THE "SERVICE") BY EXECUTING AN ORDER FORM (THE "ORDER") OR OTHERWISE ACKNOWLEDGING YOUR ACCEPTANCE, FOR EXAMPLE, BY CLICKING THE "I ACCEPT" BUTTON, YOU (AS AN INDIVIDUAL, COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY, "CLIENT") ACCEPT AND AGREE TO THIS CLOUDHEALTH TECHNOLOGIES MASTER TERMS OF USE AGREEMENT (THESE "TERMS") AND ANY OTHER TERMS AND CONDITIONS SET FORTH IN THE ORDER, IF APPLICABLE (THE ORDER, TOGETHER WITH THESE TERMS, THIS "AGREEMENT"). THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN CLIENT AND CLOUDHEALTH TECHNOLOGIES. CLIENT'S USE OF THE SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW, SO CLIENT SHOULD TAKE THE TIME TO FULLY UNDERSTAND HOW THESE TERMS GOVERN CLIENT'S RELATIONSHIP WITH CLOUDHEALTH TECHNOLOGIES AND CLIENT'S USE OF THE SERVICE. CLIENT'S RIGHT TO USE THE SERVICE IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY, YOU AND THE APPLICABLE COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY EACH REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU", "YOUR" AND "CLIENT" WILL REFER TO SUCH ENTITY. IF CLIENT DOES NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, CLIENT MUST AND MAY NOT ACCESS OR USE THE SERVICE IN ANY MANNER FOR ANY PURPOSE. YOU MAY NOT ACCESS THE SERVICE IF YOU ARE CLOUDHEALTH TECHNOLOGIES' DIRECT COMPETITOR, EXCEPT WITH CLOUDHEALTH TECHNOLOGIES' PRIOR WRITTEN CONSENT (I.E., OTHER THAN THROUGH THIS AGREEMENT). IN ADDITION, YOU MAY NOT ACCESS THE SERVICE FOR PURPOSES OF MONITORING ITS AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. Definitions

1.1. "Affiliates" shall mean any entity that is directly or indirectly controlled by, under common control with, or in control of a party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.2. "Background Materials" shall mean all ideas, concepts, inventions, systems, platforms, software (including all On-Site Software), interfaces, tools, utilities, templates, forms, report formats, techniques, methods, processes, data gathered, created, and maintained within the Service, algorithms, know-how, trade secrets and other technologies and information that are used by CloudHealth Technologies in providing the Service and Results (including any correction, improvement, extension or other modification to the Service made, created, conceived or developed by or for CloudHealth Technologies, including at Client's request or as a result of Feedback).

1.3. "Client Data" shall mean Client's Cloud Provider(s) and/or TPPI assets, services and object data, accessed through Client's Cloud Provider(s) and/or TPPI account(s) in connection with its authorized use of the Service, including all data regarding Client's users that is processed by the Service.

1.4. "Client Systems" shall mean all equipment, servers, devices, storage, other software, databases, network and communications equipment and ancillary services.

1.5. "Cloud Provider(s)" shall mean cloud computing platforms, including, but not limited to Amazon Web Services, Microsoft Azure, and Google Cloud Platform.

1.6. "CloudHealth Technologies Property" shall mean the Service, Documentation and Background Materials.

1.7. "Documentation" shall mean the documentation provided in electronic or other form, if any, regarding the Service or On-Site Software that may be provided or made available by CloudHealth Technologies to Client.

1.8. "Feedback" shall mean suggestions, comments for enhancements or functionality or other feedback.

1.9. "On-Site Software" shall mean any other software, in object code format only, provided to Client by CloudHealth Technologies that is sometimes necessary to transmit Client Data or Client Systems data to CloudHealth Technologies.

1.10 "Reports" shall mean the reports, charts, graphs and other presentations in which the Results are presented to Client.

1.11 "Results" shall mean the work product resulting from the Service that are delivered in a report to Client by CloudHealth Technologies through the Service, and which are based on the Client Data. For the avoidance of doubt, Results expressly exclude all Background Materials.

1.12 "Service Fee" shall mean the fees set forth in the Order.

1.13 "Taxes" shall mean any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes.

1.14 "Third Party Provider Infrastructure(s)" or "TPPI" shall mean any third party or private data center infrastructure providers.

2. Service and Licenses

2.1 Service and Access Credentials. Client will provide reasonable cooperation, assistance, information and access to CloudHealth Technologies as may be necessary to initiate Client's use of the Service. Subject to all terms and conditions of this Agreement, CloudHealth Technologies will provide Client with access to the Service. As part of the implementation process, Client will identify an administrative user name and password that will be used to set up Client's account. Client may use the administrative user name and password to create subaccounts for its employee users (each with unique login IDs and passwords). Client shall be responsible for the acts or omissions of any of its employees who access the Service or any other person who accesses the Service using passwords or access procedures provided to or created by Client. CloudHealth Technologies reserves the right to refuse registration of, or to cancel, login IDs that violate the terms and conditions set forth in this Agreement.

2.2 License to Client. Subject to all terms and conditions of this Agreement, CloudHealth Technologies grants Client a nonexclusive, nontransferable (except as set forth herein) right and license (without right to sublicense) to (a) access and use the Service (including the Background Materials necessary to use the Service) via the Internet, solely for Client's internal business purposes and (b) install and use On-Site Software solely for Client's internal business purposes in connection with Client's authorized use of the Service. The Service is made available to Client solely as hosted by or on behalf of CloudHealth Technologies, and nothing in this Agreement shall be construed to grant Client any right to receive any copy of the Service or any software (other than the On-Site Software). Client's access and use of the Service and On-Site Software shall comply with all other conditions set forth in all Documentation. For avoidance of confusion, this includes, for example, any requirements regarding data formats, number of permitted users or prohibited uses.

2.3 Restrictions. Client shall not directly or indirectly (a) use any of CloudHealth Technologies' Confidential Information (as defined below) to create any service, software or documentation that performs substantially the same functionality as the Service or the On-Site Software, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code, algorithms or trade secrets underlying the Service or Background Materials (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (c) encumber, sublicense, transfer, distribute, rent, lease, time-share or use any CloudHealth Technologies Property (in any service bureau arrangement or otherwise for the benefit of any third party, (d) adapt, combine, create derivative works of or otherwise modify any CloudHealth Technologies Property, (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Service or On-Site Software or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (f) remove or obscure any proprietary notices or labels of CloudHealth Technologies or its suppliers on any CloudHealth Technologies Property, or (g) use or allow the transmission, transfer, export, re-export or other transfer of the On-Site Software or any other product, technology or information it obtains or learns in connection with Client's

use of the Service in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

2.4 Client Implementation Data. Client hereby grants CloudHealth Technologies a nonexclusive, fully paid up, royalty-free, sublicensable right and license, during the term of this Agreement, to access, copy, modify and otherwise use all information, data and other content related to Client's Cloud Provider(s) and/or TPPI implementation, including the Client Data, solely for the purpose of providing the Service (subject to CloudHealth Technologies' rights set forth in the "Results and Client Data" section below). Client agrees that (a) the Service depends on the availability of the Client Data and (b) CloudHealth Technologies will not assume any responsibility for, or undertake to verify, the accuracy or completeness of the Client Data or its availability from Cloud Provider(s) and/or TPPI. Unless otherwise expressly agreed in a writing that is signed by an authorized representative of CloudHealth Technologies, CloudHealth Technologies shall have no obligation to store Client Data or Results beyond any period specified in the Order.

2.5 Client Systems. Client is responsible for providing (a) all subscriptions and credentials necessary for CloudHealth Technologies to receive the Client Data and (b) in the case of Client use of the On-Site Software, all Client Systems needed to send data to CloudHealth Technologies from Client's facility. Client shall ensure that Client Systems are compatible with the Service and On-Site Software (if applicable) and comply with all configurations and specifications described in the Documentation.

2.6 Limitations. CloudHealth Technologies will not be liable for any failures in the Service or any other problems which are related to (a) the Client Data or its availability from Cloud Provider(s) and/or TPPI, (b) Client Systems or (c) any satellite, telecommunications, network or other equipment or service outside of CloudHealth Technologies' facilities or control.

3. Support. CloudHealth Technologies will use commercially reasonable efforts to provide Client with technical support and updates for the Service in accordance with its regular business practices. Client agrees that CloudHealth Technologies may charge in accordance with its then current policies for any support service resulting from problems, errors or inquiries related to the Client Data or Client Systems.

4. Feedback. Client may from time to time provide Feedback to CloudHealth Technologies with respect to the CloudHealth Technologies Property. CloudHealth Technologies will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Client hereby grants CloudHealth Technologies a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease

products or services which practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

5. Pricing and Payments. Client shall pay the Service Fee to CloudHealth for the right to use the Service, as set forth in the Order. If payment of any Service Fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by CloudHealth Technologies within thirty (30) days from the time such payment is due, CloudHealth Technologies may suspend access to the Service until such payment is made. All amounts payable by Client to CloudHealth Technologies hereunder are exclusive of any Taxes. Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of CloudHealth Technologies. Client will not withhold any Taxes from any amounts due CloudHealth Technologies.

6. Confidentiality

6.1 "Confidential Information" means, other than information that is subject to one of the exceptions set forth below, (a) with respect to CloudHealth Technologies, all financial, business, technical or other information disclosed or made available by or for CloudHealth Technologies to Client that is of a nature that should reasonably be considered to be confidential or proprietary, and, (b) with respect to Client, non-public Client Data and any personally identifiable information relating to individual persons ("PII") that is included within Client Data. Except for the specific rights granted by this Agreement, neither party ("Recipient") may copy or disclose any of the other party's ("Discloser") Confidential Information without Discloser's written consent; provided, that, each party may disclose Discloser's Confidential Information to its employees, contractors and agents ("Representatives") pursuant to the terms and conditions of this Agreement. Each Recipient shall use reasonable care to safeguard Discloser's Confidential Information, including ensuring that Recipient's Representatives with access to Discloser's Confidential Information have a need to know such Confidential Information for the purposes of this Agreement and are bound by substantially similar confidentiality obligations. Each Recipient shall solely use Discloser's Confidential Information for the purpose of performing its obligations, or exercising its rights, under this Agreement. CloudHealth Technologies agrees to treat PII included in the Client Data in accordance with all applicable laws and regulations. The foregoing obligations shall not apply to any Confidential Information (other than PII) that Recipient can demonstrate is (i) already known by it without restriction, (ii) rightfully furnished to it without restriction by a third party not in breach of any obligation to Discloser, (iii) generally available to the public without breach of this Agreement or (iv) independently developed by it without reference to or use of any of Discloser's Confidential Information. Each party shall be responsible for any breach of confidentiality by its Representatives, as applicable. Promptly upon Discloser's request at any time, Recipient shall return all of Discloser's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records, copies, summaries, analyses and materials developed therefrom. Each party may disclose the general nature, but

not the specific terms, of this Agreement without the prior consent of the other party; provided, however, that either party may provide a copy of this Agreement or otherwise disclose its terms on a confidential basis in connection with any financing transaction or due diligence inquiry. Nothing herein shall prevent a party from disclosing this Agreement or any of the other's Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided, prior to any such disclosure, Recipient shall use reasonable efforts to (A) promptly notify Discloser in writing of such requirement to disclose and (B) cooperate with Discloser in protecting against or minimizing any such disclosure or obtaining a protective order.

7. Proprietary Rights

7.1 Results and Client Data. Except for the express licenses granted to CloudHealth Technologies hereunder, Client shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to the Results and Client Data. Client acknowledges and agrees that the Results will be presented to it in a Report. Client may make copies of the Reports only for its internal purposes in using the Results. Client hereby grants CloudHealth Technologies a perpetual, non-exclusive, fully paid up, royalty-free, sublicensable right and license, during the term of this Agreement, to copy and use the Results, solely for purposes of providing the Service to Client and for CloudHealth Technologies' internal business purposes.

7.2 Reservation of Rights. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and CloudHealth Technologies (and its licensors) shall retain all right, title and interest (including all intellectual property and proprietary rights embodied therein) in and to CloudHealth Technologies Property.

8. Warranties and Disclaimers

8.1 Client Data. Client represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Client Data as may be necessary to permit the use contemplated under this Agreement. Client bears all responsibility and liability for the accuracy and completeness of the Client Data and CloudHealth Technologies' access, possession and use as permitted herein.

8.2 CloudHealth Technologies warrants that, for the term of this Agreement, the Service and the On-Site Software will perform in accordance with the Documentation and that the Service shall be provided in a professional and competent manner in accordance with industry standards. CloudHealth Technologies further warrants that (a) the Service and On-Site Software provided hereunder are and will be in compliance with all applicable federal, state and local laws and government rules and regulations and (b) CloudHealth Technologies will use commercially reasonable efforts to ensure that the On-Site Software and Service will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Client's computer, telecommunication or other information

systems. In the event CloudHealth Technologies is not able to cure any breach of the warranty within thirty (30) days of written notice thereof from Client, Client will at its option have the right to (i) terminate this Agreement and receive a refund of the fees which are allocable to the thirty (30) day period prior to the date the warranty claim was made and any fees Client has prepaid for the Service that it has not received as of the date of the warranty claim or (ii) elect to continue the time CloudHealth Technologies has to cure the defect and receive a reduction in all fees to be agreed upon by both parties for each month thereafter that the defect remains uncured.

8.3 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CLOUDHEALTH TECHNOLOGIES PROPERTY AND RESULTS ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CLOUDHEALTH TECHNOLOGIES MAKES NO WARRANTY (I) THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, ERROR-FREE OR BUG-FREE, (II) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICE, OR (III) THAT ANY ERRORS IN THE SERVICE CAN OR WILL BE CORRECTED. CLOUDHEALTH TECHNOLOGIES HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. Injunctions of the Service

9.1 If the use of Service or any other CloudHealth Technologies Property becomes or, in CloudHealth Technologies' opinion, is likely to become the subject of any claim of infringement, CloudHealth Technologies may, at its option (a) obtain for Client the right to continue using the affected CloudHealth Technologies Property, (b) replace or modify the affected CloudHealth Technologies Property so that it becomes non-infringing without substantially compromising its principal functions or (c) substitute an equivalent for the affected CloudHealth Technologies Property. If options (a) – (c) are not available on commercially reasonable terms to CloudHealth Technologies, then it may terminate this Agreement upon written notice to Client and refund to Client any prepaid Service Fees, pro-rated for the remainder of the prepaid period.

10. Indemnification

10.1 CloudHealth Technologies will defend Client, and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") against any third party claims attributable to or arising from any allegation that Client's authorized use of the Service or any other CloudHealth Technologies Property infringes the copyright, or misappropriates the trade secrets, of any third party. Further, CloudHealth Technologies shall indemnify the Client Indemnified Parties against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees and expenses. CloudHealth Technologies will have no liability or obligation under this Section with respect to any Liability if such Liability is caused in whole or in part by (a) modification of the CloudHealth Technologies Property by any party

other than CloudHealth Technologies without CloudHealth Technologies' express consent; (b) the combination, operation, or use of the CloudHealth Technologies Property with other product(s), data or services where the CloudHealth Technologies Property would not by itself be infringing; or (c) unauthorized or improper use of the CloudHealth Technologies Property. 10.2 Client will defend CloudHealth Technologies, and the officers, directors, agents, and employees of CloudHealth Technologies ("CloudHealth Indemnified Parties") against any third party claims attributable to or arising from (a) any actual or alleged breach of Client's representations and warranties, (b) Client's unauthorized use of the Service or other CloudHealth Technologies Property, (c) Client's use of the Results, including any modifications thereto, or any combination of the Results with any other data or information where the claim would not have arisen but for such modification, combination or use, or (d) the Client Data (including CloudHealth Technologies' use thereof in accordance with this Agreement). Further, Client shall indemnify the CloudHealth Indemnified Parties against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees and expenses.

10.3 The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost). The indemnifying party shall not enter into any settlement that imposes liability or obligations on the indemnified party without obtaining the indemnified party's prior written consent of the settlement.

11. LIMITATION OF LIABILITY

11.1 EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE OR CLIENT'S USE OF THE CLOUDHEALTH TECHNOLOGIES PROPERTY OTHER THAN AS EXPRESSLY PERMITTED BY THIS AGREEMENT (COLLECTIVELY THE "EXCLUSIONS"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). EXCEPT FOR LIABILITY ARISING FROM THE EXCLUSIONS OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EXCEED THE AMOUNTS PAID OR OWED TO CLOUDHEALTH TECHNOLOGIES HEREUNDER DURING THE PRECEDING TWELVE (12) MONTH PERIOD. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF

THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

12. Term and Termination

12.1 Term. This Agreement shall commence on the earlier of the date Client (or an authorized representative on its behalf) begins using the Service or the start date set forth in the Order (the "Effective Date") and shall continue in effect for as long as Client's authorized use of the Service continues (as set forth in the Order).

12.2 Termination. This Agreement may be earlier terminated by either party if the other party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of non-payment) after receiving written notice of such breach from the non-breaching party.

12.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of this Agreement shall survive, and (b) the provisions titled Feedback, Confidentiality, Proprietary Rights, Disclaimers, Indemnification, Limitation of Liability, Effects of Termination and General Provisions shall survive. Unless otherwise agreed in writing and signed by an authorized representative of CloudHealth Technologies, CloudHealth Technologies has no obligation to retain any Client Data or Results after the termination of this Agreement and will destroy all Client Data and Results in its possession within ninety (90) days after the effective date of termination; provided, upon Client's written request received within thirty (30) days after termination, CloudHealth Technologies will deliver to Client a copy of the Client Data then currently stored by CloudHealth Technologies (in the same format maintained by CloudHealth Technologies).

13. General Provisions

13.1 Entire Agreement. This Agreement (which includes the Order) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. In the event of a conflict between these Terms and the Order, the terms and conditions set forth in the Order shall govern.

13.2 Waivers, Consents and Modifications. No waiver, consent or modification of this Agreement shall bind CloudHealth Technologies or Client unless in writing and signed by both Client and CloudHealth Technologies. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

13.3 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction shall apply to this Agreement. Except that CloudHealth Technologies may seek equitable or similar relief from any court of competent jurisdiction to prevent or restrain any breach or threatened breach of this Agreement by Client, exclusive jurisdiction and venue for actions related to this Agreement or Client's use of the Service will be the state and federal courts located in Massachusetts having jurisdiction over CloudHealth Technologies' offices, and both parties consent to the jurisdiction of such courts with respect to any such actions. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

13.5 Force Majeure. CloudHealth Technologies is not responsible for any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), equipment failures, periodic updating, or Internet service provider failures or delays.

13.6 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party, which, in the case of Client, shall be the address provided to CloudHealth Technologies upon signing up for the Service, and, in the case of CloudHealth Technologies, shall be 100 Summer Street 20th Floor Boston, MA 02110 or, if different, the address set forth in the contact section of CloudHealth Technologies' website, or at such other address for either party as is designated in a subsequent notice. All notices shall be in English, effective upon receipt.

13.7 Assignment. This Agreement shall be binding upon and for the benefit of CloudHealth Technologies, Client and their permitted successors and assigns. Either party may assign this Agreement to its Affiliates or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets, equity or business to which this Agreement relates. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

13.8 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

CloudHealth Technologies, Inc. Master Terms of Use Agreement – September 21, 2018