

APALY HEALTH TERMS OF SERVICE

Last Updated: 08/16/2019

These terms of service constitute a legally binding agreement (this “Agreement”) between each User (as defined in Section 3) and Apaly Health, Inc. (“Apaly Health,” “we,” “us” or “our”) governing each User’s use of the Apaly Health application, website and technology platform (collectively, the “Apaly Platform”). Each User may be referred to in this Agreement as “you” or “your.” By entering into this Agreement, and/or by using or accessing the Apaly Platform, you (a) expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 20) and accept all of its terms and (b) represent and warrant that you have the right, authority and capacity to enter into the terms and conditions of this Agreement on your own behalf, or¹ on behalf of your User organization, as applicable. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE APALY PLATFORM.

1. Binding Arbitration

THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND APALY HEALTH MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST APALY HEALTH TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW SECTION 20 FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH APALY HEALTH.

2. Medical Disclaimer; Assumption of Risk

THE APALY PLATFORM IS NOT INTENDED TO DIAGNOSE, TREAT OR PREVENT ILLNESS OR AILMENTS. THE CONTENT OF THE APALY PLATFORM, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO AND PHOTOGRAPHS IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTH CARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. APALY HEALTH DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PHYSICIAN GROUPS, PRODUCTS, PROCEDURES, DIAGNOSIS, OPINIONS OR OTHER INFORMATION THAT MAY BE INCLUDED ON THE APALY PLATFORM. RELIANCE ON ANY INFORMATION APPEARING ON THE APALY PLATFORM, WHETHER PROVIDED BY APALY HEALTH, ITS CONTENT PROVIDERS OR USERS, IS SOLELY AT YOUR OWN RISK. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE DIAL 911.

3. The Apaly Platform

The Apaly Platform enables employer health plans (and their third party administrator and broker representatives) (each, a “Plan”) and healthcare providers (including but not limited to, hospitals, physicians, health systems, medical groups, laboratory service providers, imaging centers, home healthcare providers) (each, a “Provider”) to directly contract at scale and transact for the provision of healthcare services to Plan members (each, a “Member”). Plans and Providers are collectively referred to in this Agreement as “Users.” As a Plan² or a Provider, you authorize Apaly Health to provide potential

Provider or Plan matches , respectively, to you based on factors such as minimum and maximum acceptable rates for services, location, specialty and other information provided by a Provider and Plan during the contracting process and, at your direction, to cancel an existing match and rematch based on the same considerations.³ If a Plan and Provider are matched by the Apaly Platform, such Plan and Provider acknowledge and agree that each of them enters into a legally binding agreement with the other subject to the terms and conditions of the Apaly Platform Provider Agreement.⁴ For purposes of this Agreement, the healthcare services provided by Providers that are matched with a Plan to such Plan's Members shall be referred to collectively as the "Services." Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each contract for the provision of Services between matched Plans and Providers, and all Services provided by a Provider to a Member, shall constitute a separate agreement between such persons. ⁵

4. Modification to the Agreement

Apaly Health may revise this Agreement, including any information referenced in any hyperlinks, from time to time in its sole discretion. Such revisions shall become effective upon posting. Continued use of the Apaly Platform or Services after any such changes shall constitute your consent to such changes. You should, therefore, periodically visit this page to review the current Agreement, so you are aware of any such revisions to which you are bound. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located on particular pages within the Apaly Platform. This Agreement constitutes the entire agreement between Apaly Health and you pertaining to the subject matter hereof.

5. User Eligibility

The Apaly Platform may only be used by individuals who can form legally binding contracts under applicable law. The Apaly Platform is not available to children (persons under the age of 18).

6. Charges

As a Plan, you understand that use of the Services by Members may result in charges to you ("Charges"). Charges include all Provider Charges (as defined in the Provider Services Agreement). The Apaly Platform will seek to match Plans and Providers based on the desired contracting rates and/or acceptable pricing parameters Plans and Providers provide when registering on the Apaly Platform and completing the Provider Services Agreement. Pricing may vary based on the particular Provider providing the Service and the type of Service requested by Members. You are responsible for all Charges incurred under your User account or otherwise related to your participation on the Apaly Platform.⁶

7. Apaly Health Communications

By entering into this Agreement or using the Apaly Platform, you agree to receive communications from us, including via e-mail, text message, calls and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Apaly Health, its affiliated companies and/or service providers may include, but are not limited to: operational communications concerning your User account or use of the Apaly Platform or Services,

updates concerning new and existing features on the Apaly Platform and news concerning Apaly Health and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY FOLLOW THE INSTRUCTION IN THE TEXT TO OPT OUT. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE APALY PLATFORM OR THE SERVICES.

8. Your Information

Your Information is any information you provide, publish or post to or through the Apaly Platform (including any profile information you provide) or send to other Users (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Apaly Platform and provide or obtain the Services. Apaly Health may disclose the terms of the Apaly Platform Provider Agreement, including each Provider Agreement entered into between Apaly Platform Users to third parties in order to provide the Apaly Platform, comply with our legal obligations and as otherwise reasonably necessary for our lawful business purposes. Our collection and use of personal information in connection with the Apaly Platform and Services is as provided in Apaly Health's Privacy Policy. Our collection and use of personal information constituting protected health information (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended) is as provided under applicable law and our business associate agreements with applicable Plans and Providers. You are solely responsible for your interactions with other Users, and we act only as a passive conduit for such interactions and the related communications. You agree to provide and maintain only accurate, current and complete information on the Apaly Platform and that we and other Users may rely on your Information as accurate, current and complete. To enable Apaly Health to use your Information for the purposes described in this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known.

9. Restricted Activities

With respect to your use of the Apaly Platform and your use of the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. violate any law, statute, rule, permit, ordinance or regulation;
- c. interfere with or disrupt the Apaly Platform or the servers or networks connected to the Apaly Platform;
- d. post Information or interact on the Apaly Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;

- e. use the Apaly Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- f. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- g. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Apaly Platform;
- h. "frame" or "mirror" any part of the Apaly Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- i. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Apaly Platform or any software used on or for the Apaly Platform;
- j. rent, lease, lend, sell, redistribute, license or sublicense the Apaly Platform or access to any portion of the Apaly Platform;
- k. use the Apaly Platform or any information contained on the Apaly Platform to create or recreate a healthcare provider network outside of the Apaly Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Apaly Platform or its contents;
- m. disclose any information that you obtain from the Apaly Platform to any other person or party except in connection with your authorized use of the Apaly Platform; or
- n. cause any third party to engage in the restricted activities above.

In the event access to the Apaly Platform or a portion thereof is limited requiring a User ID and password ("Protected Areas"), you agree to access Protected Areas using only your User ID and password. You agree to protect the confidentiality of your User ID and password, and not to share or disclose your User ID or password to any third party. You agree that you are fully responsible for all activity occurring under your User ID or, if you are an entity, the User ID of any or your authorized Users. Your access to the Apaly Platform may be suspended by Apaly Health at any time if we believe such suspension may help our efforts to protect the security, integrity or availability of the Apaly Platform.

10. Non-Solicitation; Non-Circumvention

Plans and Providers acknowledge and agree that Apaly Health would not provide the Apaly Platform to any User without such User's legally binding agreement to (i) not solicit or enter into agreements with other Users for health care services which may be obtained through the Apaly Platform, and (ii) not otherwise use the Apaly Platform or any information therein in a manner detrimental to or competitive with Apaly Health or in a manner intended to circumvent the direct contracting service provided by the Apaly Platform. Accordingly, each Plan and Provider agrees that for so long as each such User has an

active Apaly Health account and for a period of twelve (12) months thereafter, no Plan or Provider shall, directly or indirectly: (a) directly or indirectly solicit, approach or enter into any contract with any other Plan or Provider that is, or previously was, a User with an active Apaly Health account except through the Apaly Platform; or (b) otherwise use the Apaly Platform or any information therein to circumvent, or attempt to circumvent, the direct contracting process offered by the Apaly Platform. Each Plan and Provider acknowledges that the foregoing restrictions are reasonable under the circumstances in order to protect Apaly Health's legitimate business interests, including without limitation, trade secrets; valuable confidential business or professional information that otherwise may not qualify as trade secrets and substantial relationships with specific prospective or existing Users. Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing in this Agreement prohibits Plans and Providers from contracting with third party administrators and provider networks.

11. Intellectual Property

The Apaly Platform and its entire contents, features and functionality, including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof (excluding your Information as provided in Section 8), are solely owned by Apaly Health and its licensors absolutely and in their entirety and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Apaly Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Apaly Health. Apaly Health shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Apaly Health™ and other Apaly Health logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Apaly Health in the United States and/or other countries (collectively, the "Apaly Health Marks"). If you provide a plan or network through the Apaly Platform, Apaly Health grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Apaly Health Marks solely in connection with providing the Services through the Apaly Platform ("License") (e.g., by stating that the plan or network is "Powered by Apaly Health™"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Apaly Health's prior written permission, which it may withhold in its sole discretion. The Apaly Health Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Apaly Health is the owner and licensor of the Apaly Health Marks, including all goodwill associated therewith, and that your use of the Apaly Health Marks will confer no additional interest in or ownership of the Apaly Health Marks in you but rather inures to the benefit of Apaly Health. You agree to use the Apaly Health Marks strictly in accordance with Apaly Health's instructions and guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Apaly Health determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (a) create any materials that use the Apaly Health Marks or any derivatives of the Apaly Health Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Apaly Health in writing; (b) use the Apaly Health Marks in any way that tends to

impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Apaly Health Marks other than in accordance with the terms, conditions and restrictions herein; (c) take any other action that would jeopardize or impair Apaly Health's rights as owner of the Apaly Health Marks or the legality and/or enforceability of the Apaly Health Marks, including, challenging or opposing Apaly Health's ownership in the Apaly Health Marks; (d) apply for trademark registration or renewal of trademark registration of any of the Apaly Health Marks, any derivative of the Apaly Health Marks, any combination of the Apaly Health Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Apaly Health Marks; (e) use the Apaly Health Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this Agreement may result in immediate termination of the License or this Agreement, in Apaly Health's sole discretion. If you create any materials bearing the Apaly Health Marks (in violation of this Agreement or otherwise), you agree that upon their creation Apaly Health exclusively owns all right, title and interest in and to such materials, including any modifications to the Apaly Health Marks or derivative works based on the Apaly Health Marks. You further agree to assign any interest or right you may have in such materials to Apaly Health, and to provide information and execute any documents as reasonably requested by Apaly Health to enable Apaly Health to formalize such assignment.

12. Notices of Copyright Infringement

Apaly Health respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Apaly Platform infringe upon your copyrights, please report alleged copyright infringements taking place on or through the Apaly Platform by sending us a notice complying with the following requirements.

- Identify the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Apaly Platform where such material may be found.
- Provide your mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

- Provide your full legal name and your electronic or physical signature.

Deliver this notice, with all items completed, to our Copyright Agent at: info@Apalyhealth.com

13. Links from the Apaly Platform

If the Apaly Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Apaly Health has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of or access to them. If you decide to access any of the third party sites or resources linked to the Apaly Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such third party sites and resources.

14. Publicity

Apaly Health may, in compliance with applicable law, use Plan and Provider names in its proposals and sales materials and in press releases, feature articles and other publicity materials relating to the Apaly Platform.

15. Disclaimers

The following disclaimers are made on behalf of Apaly Health, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, shareholders, and contractors.

Apaly Health does not provide medical, insurance or payment services, and Apaly Health is not a health care provider, insurance carrier or money transmitter. It is up to each User to determine the Services for which, and corresponding rates at which, such User is willing to contract. It is up to each User to decide whether or not to contract or whether to utilize any Services. Apaly Health cannot ensure that a User will complete an arranged Service or payment. Apaly Health has no control over the quality, necessity or safety of the Services. Apaly Health is not a third party administrator and does not administer or adjudicate claims or benefits.

The Apaly Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Apaly Platform and/or the Services, including the ability to provide or receive Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Apaly Platform or Services will be accurate, complete, reliable, necessary, current, secure, uninterrupted, always available or error- free, or will meet your requirements, that any defects in the Apaly Platform will be corrected, or that the Apaly Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Apaly Platform or Services.

Apaly Health is not responsible for the conduct, whether online or offline, of any User of the Apaly Platform or Services. You are solely responsible for your interactions with other Users. By using the Apaly Platform and participating in the Services, you agree to accept such risks and agree that Apaly Health is not responsible for the acts or omissions of Users on the Apaly Platform or participating in the Services.

You are responsible for the use of your User account and Apaly Health expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Apaly Platform (including any profile information you provide), send to other Users, or share prior to, during or after the Services. We are not responsible for the use of any personal information that you disclose, or make available, to other Users on the Apaly Platform or through the Services. Please carefully select the type of information that you post on the Apaly Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning Apaly Health or made available through the Apaly Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Apaly Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Apaly Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

16. Geographic Restrictions

We provide the Apaly Platform for use only by persons located in the United States. We make no claims that the Apaly Platform, the Services or any of the Apaly Platform content is accessible or appropriate outside of the United States.

17. Indemnity

You hereby agree to unconditionally defend, indemnify, and hold harmless Apaly Health, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders, from any and all claims, actions, suits, losses, damages, costs, liabilities and expenses or any kind (including reasonable attorneys' fees) relating to or arising out of your use of the Apaly Platform and your participation in, or receipt of, the Services and your entry into and status as a party to this Agreement, including, without limitation, : (a) your breach of this Agreement or any documents it incorporates by reference; (b) your violation of any law or the rights of a third party, including Users, as a result of your own interaction with such third party; (c) any allegation that any materials that you submit to us or transmit through the Apaly Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (d) your provision or acceptance of Services as a User; and/or (e) any other activities in connection with the Apaly Platform or the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

18. Limitation of Liability

IN NO EVENT WILL APALY HEALTH, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “APALY HEALTH” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU

FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE APALY PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE APALY PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE APALY PLATFORM MAY BE USED BY YOU TO CONTRACT DIRECTLY WITH, OR REQUEST AND SCHEDULE SERVICES FROM, OTHER USERS, BUT YOU AGREE THAT APALY HEALTH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SUCH CONTRACT OR SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL APALY HEALTH BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE APALY PLATFORM, THE SERVICES, OR THIS AGREEMENT FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE TOTAL FEES ACTUALLY PAID BY YOU TO APALY HEALTH IN THE SIX (6) MONTHS PRECEDING THE DATE UPON WHICH THE CLAIM AROSE. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

19. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: (a) by User or Apaly Health, without cause, upon thirty (30) days' prior written notice to the other party; or (b) by User or Apaly Health upon the other party's material breach of this Agreement that is not cured within [ten (10)] days of the breaching party's receipt of written notice of such material breach from the non-breaching party; provided, however, that this Agreement will remain in force and effect with respect to Apaly Health and such User (notwithstanding any purported termination by the User and regardless of any breach) until the termination or expiration of all active direct contracts entered into by such User with other Users through the Apaly Platform to the extent necessary to administer such contracts. Sections 2, 3, 9 (with respect to the license), 10- 14, 16 and 18 - 23 will survive any termination or expiration of this Agreement.

20. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

YOU AND APALY HEALTH MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Apaly Health ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Apaly Health, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Apaly Health's service providers; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND APALY HEALTH. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation

or validity thereof), the Apaly Platform, the Services, any other goods or services made available through the Apaly Platform, your relationship with Apaly Health, the threatened or actual suspension, deactivation or termination of your User account or this Agreement, payments made by you or any payments made or allegedly owed to you, trade secrets, unfair competition, fraud, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Employee Retirement Income Security Act, and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND APALY HEALTH ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

YOU UNDERSTAND AND AGREE THAT YOU AND APALY HEALTH MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND APALY HEALTH BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

Unless you and Apaly Health agree otherwise in writing, any arbitration hearings between Apaly Health and you will take place in the State of Florida.

In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

21. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Apaly Health's business, marketing, operations and properties, or information about a User made available to you in connection with such User's use of the Platform ("Confidential Information") disclosed to you by Apaly Health for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Apaly Health in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Apaly Health with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Apaly Health or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Apaly Health; becomes known to you, without restriction, from a source other than Apaly Health without breach of this Agreement by you and otherwise not in violation of Apaly Health's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Apaly Health to enable Apaly Health to seek a protective order or otherwise prevent or restrict such disclosure.

22. General

This Agreement shall be governed by the laws of the State of Delaware without regard to choice of law principles. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Apaly Health, in our sole discretion. Except as explicitly stated otherwise, any notices to Apaly Health shall be given by certified mail, postage prepaid and return receipt requested to Apaly Health, Inc., 13510 Carryback Drive, Dade City, Florida 33525. Any notices to you shall be provided to you through the Apaly Platform or given to you via the email address or physical you provide to Apaly Health during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation". A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Apaly Health with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

23. Questions

If you have any questions regarding the Apaly Platform, please contact us at info@Apalyhealth.com.