

MEFTii LLC

End-User License Agreement

THE PARTIES

This End User License Agreement (this “**EULA**”) governs your, or the company or entity on whose behalf you entered this EULA or that is identified on the applicable Order Form (“**Subscriber**”), use of the Services as made available by MEFTii LLC. (“**MEFTii LLC**”).

For purposes of this EULA, (i) “**Order Form**” means an order form or other ordering document between Subscriber and either MEFTii LLC or a duly-authorized channel partner (i.e., VAR, distributor or reseller of the Services) of MEFTii LLC that references this EULA and grants Subscriber the right to use the Services; (ii) “**Services**” means the online technology platform offered by MEFTii LLC that enables collaboration amongst personnel, and related services (as applicable), as more particularly described in an Order Form. In the event of a conflict or inconsistency between this EULA and an Order Form, then the terms of the Order Form shall govern and control.

Each of Subscriber and MEFTii LLC may be referred to herein as a “**party**,” and Subscriber and MEFTii LLC together may be referred to as the “**parties**.”

PERMITTED USES AND RESTRICTIONS

Subject to the terms of this EULA, during the applicable EULA Term (defined below), MEFTii LLC grants Subscriber a limited, non-exclusive, non-transferable and non-sublicensable

right for Subscriber to use the Services in conjunction with Subscriber’s business purposes solely to enable Subscriber’s Authorized Users to communicate and collaborate in their capacity as business professionals utilizing the functionality offered through the Services, in accordance with this EULA, the Order Form, and any of MEFTii LLC’s applicable documentation (including user guides, reference guides, manuals, and other instructional, technical, and specification-related materials associated with the Services supplied or made available by MEFTii LLC) (“**Documentation**”).

If the Services include “Patient Engagement” (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit A, attached hereto, shall apply to such Services, and Subscriber will comply with Exhibit A. If the Services include “Physician Scheduling” (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit B, attached hereto, shall apply to such Services, and Subscriber will comply with Exhibit B. Should Subscriber wish to add additional

Services beyond those in the initial Order Form, Subscriber will notify MEFTii LLC and MEFTii LLC may provide Subscriber with an additional Order Form that must be approved in writing by Subscriber before any additional Services apply. Order Forms are incorporated into and governed by this EULA by reference hereof.

The Subscriber may grant permission to its employees, contractors, and affiliates, along with other individuals subject to MEFTii LLC's prior written approval, to access and utilize the Services (referred to as "Authorized Users"). The number of Authorized Users must not exceed the maximum specified in the applicable Order Form. Any Authorized User who is provisioned in the system or otherwise utilizes the Services will be subject to the per-seat license fee—or an equivalent prorated charge if the license is based on a different structure—as outlined in the applicable Order Form, covering the remainder of the subscription term set forth in that document. The Subscriber shall remain fully responsible and liable for the actions and omissions of all Authorized Users, ensuring their adherence to this EULA as if the Subscriber were personally bound by its terms.

LICENSE GRANT AND RESTRICTIONS

License Grant: Subject to your compliance with this Agreement, MEFTiiLLC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for your internal business purposes. This license does not include any rights to:

- Copy, modify, or create derivative works based on the Software;
- Distribute, sell, lease, lend, or sublicense the Software;
- Reverse engineer, decompile, or disassemble the Software;
- Use the Software in any unlawful manner or for any unlawful purpose;
- Circumvent, disable, or otherwise interfere with security-related features.
- Use the Services for any illegal or unauthorized purpose, beyond the scope of their intended use, or in a manner that infringes the intellectual property or other rights of any third party.
- Intentionally or knowingly interfere with the operation of the Services or with any other person's use of the Services
- Intentionally or knowingly gain (or attempt to gain) unauthorized access to the Services.
- Use the Services in excess of or beyond the maximum number of registered users and/or devices agreed upon.
- Combine the Services with other software.
- Resell, sell, lease, lend, redistribute, sublicense, assign, or otherwise transfer the Services to any third party.
- Use the Services for any purpose other than internal business needs.
- Use the Services to compete against MEFTii LLC or to develop a competing product.
- Alter, modify, adapt, reverse engineer, decompile, disassemble, or hack the Services, create derivative works from the Services, or otherwise attempt to derive the source code for the Services.
- Remove or alter any copyright notices or other notices included in the Services.

- Alter or modify another website to falsely imply association with MEFTii LLC.
- Use the Services to create or transmit unwanted email, junk email, bulk email, promotions, spam, or content that includes any advertising.
- Intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software, or telephone equipment using the Services.
- Violate anyone else's legal rights (e.g., privacy rights) or any laws (e.g., copyright laws) in Subscriber's jurisdiction while using the Services.
- Remain solely responsible for any message data sent from Subscriber's account.
- Use the Services in violation of any applicable law.
- Use any data mining, robots, or similar data gathering and extraction methods in connection with the Services.
- Impose an unreasonable burden on the Services or network.
- Breach, or attempt to breach, the security of the Services.
- Use the Services or export the Services in violation of U.S. export laws and regulations.
- Solicit any activity, unlawful or otherwise, that infringes MEFTii LLC's rights or the rights of any other party.
- Enable others to violate any of these terms and conditions.
- Ensure that all users of the Services are at least 18 years of age or older or have received the consent of a parent or guardian if under 18 years of age.

USER OBLIGATIONS

User Responsibilities: You agree not to use the Software:

- To infringe upon or violate the intellectual property or other rights of any third party;
- To transmit any unlawful, threatening, libelous, or offensive material;
- To interfere with or disrupt the integrity or performance of the Software or related systems;
- To attempt to gain unauthorized access to the Software or its related systems or networks;
- To use the Software to store or transmit Malicious Code.

You agree to comply with all applicable laws and regulations in connection with your use of the Software, including without limitation data privacy, export control, and intellectual property laws.

MEFTii LLC reserves the right to immediately suspend or terminate the Subscriber's access to the Services, including the associated account, in the event of any violation of this EULA, including but not limited to the provisions outlined in Section 2.

THIRD PARTY SERVICES

Certain features and functionalities of the Services may enable the Subscriber and its Authorized Users to connect with, interact with, access, or utilize compatible third-party services, products, technology, and content (collectively referred to as "Third-Party Services") through the Services. MEFTii LLC does not provide, support, or manage any

aspect of the Third-Party Services and is not responsible for compatibility issues, errors, or bugs within the Services or Third-Party Services, whether caused wholly or partially by the Third-Party Services or any updates or upgrades applied to them. The Subscriber is solely responsible for managing and maintaining the Third-Party Services, as well as securing any necessary licenses and consents required for their use in conjunction with the Services

TERM AND TERMINATION

This EULA begins on the effective date specified in the applicable Order Form (the “Effective Date”) and remains in force for as long as MEFTii LLC continues to provide Services under an Order Form or SOW (the “EULA Term”), unless terminated earlier in accordance with the terms set forth herein.

If the parties have not executed an Order Form or SOW, the EULA Term begins on the date the Subscriber first accesses, downloads, or uses any of the Services. It will continue for as long as MEFTii LLC, at its sole discretion, permits the Subscriber to access or use the Services under this EULA.

Termination: MEFTiiLLC may suspend or terminate your access to the Software immediately upon notice if you breach any provision of this Agreement. Upon termination:

- All rights granted to you will cease;
- You must immediately cease all use of the Software;
- You must delete or destroy all copies of the Software in your possession;
- MEFTiiLLC may disable access without liability.

Provisions related to confidentiality, intellectual property, disclaimers, and limitation of liability shall survive termination.

Either MEFTii LLC or the Subscriber may terminate this EULA, along with all associated Order Forms, without penalty if the other party materially breaches any terms of this EULA or an Order Form and fails to remedy such breach within fifteen (15) days of receiving notice (a “Material Breach”). Termination of this EULA will result in the automatic termination of all related Order Forms. Additionally, if the Subscriber fails to make a payment to MEFTii LLC when due, MEFTii LLC may suspend Services upon providing 15 days’ prior notice (email notice being sufficient).

Further, if this EULA is terminated by MEFTii LLC due to a Material Breach by the Subscriber, all outstanding fees for the remainder of the term of each applicable Order Form and SOW will become immediately due and payable by the Subscriber.

DATA

The Subscriber retains ownership of all data, text, information, graphics, photos, profiles, audio and video clips, links, and other content or materials submitted or transmitted through the Services (collectively referred to as “Data”). MEFTii LLC may use Data to provide, monitor, and enhance the Services; however, any Protected Health Information (“PHI”), as defined by HIPAA, contained within the Data shall not be used for Service improvements. The Subscriber is solely responsible and fully liable for ensuring that the Data does not violate any applicable laws, regulations, or the terms of this EULA. MEFTii LLC is not responsible for maintaining backups of the Data on its systems. All Data will be processed and stored exclusively within the geographic boundaries of the United States. Upon termination of the Subscriber’s MEFTii LLC account, the Data will no longer be retained on MEFTii LLC’s systems.

Notwithstanding any other provisions in this EULA, MEFTii LLC may monitor, collect, use, and store usage data, metadata, and other aggregated data in a deidentified form related to the use of the Services (“Usage Data”). MEFTii LLC retains full ownership, including all rights, title, and interest in the Usage Data, including any associated intellectual property rights.

IP OWNERSHIP; SUBSCRIBER ACKNOWLEDGEMENTS

Subject to the limited rights expressly granted to the Subscriber in Section 2, MEFTii LLC retains full ownership of the Services and, between the parties, exclusively owns all aspects of the Services, including the underlying software (along with all updates and upgrades); algorithms, interfaces, technology, databases, tools, know-how, processes, and methods used for the provision or delivery of the Services; Documentation; MEFTii LLC Confidential Information; Usage Data; as well as any improvements, customizations, modifications, enhancements, or derivative works thereof. Additionally, MEFTii LLC retains all intellectual property rights related to the foregoing. No rights are granted to the Subscriber under this EULA, whether by implication, estoppel, exhaustion, or otherwise, except those explicitly stated herein.

The trademarks "MEFTii LLC" and other associated graphics, logos, designs, page headers, button icons, scripts, and service names are protected trademarks in the United States and other jurisdictions. MEFTii LLC’s trademarks and trade dress, along with third-party trademarks, logos, and service marks used in conjunction with the Services, may not be utilized in connection with any product or service in a way that may cause confusion. They may not be copied, imitated, or used, in whole or in part, without prior written authorization from MEFTii LLC.

The Subscriber acknowledges and agrees that: (a) Any messaging system included within the Services is intended only for the transmission of non-critical, non-emergency communications between users; (b) The Services are reliant on various external factors beyond MEFTii LLC’s control, including but not limited to third-party hardware and network infrastructure; (c) The Services do not replace any existing systems the Subscriber uses for administering and safeguarding medical treatment or medication; (d) There may be instances of communication delays or failures in sending or receiving MEFTii LLC

messages or in the Subscriber's ability to use the Services as intended; (e) The Services are not designed to meet the performance or reliability standards of medical devices used in critical healthcare environments; and (f) The Subscriber is solely responsible for providing MEFTii LLC with accurate information related to its account and the Services, including but not limited to user details, personnel changes, phone number updates, and email address modifications

SERVICES UPDATES

By using the Services, the Subscriber grants MEFTii LLC permission to send messages (including via email) to its Authorized Users (excluding Subscriber patients) regarding the Services, their features, service alerts, network activity, and educational or instructional materials.

However, the Subscriber remains responsible for registering for updates and regularly reviewing MEFTii LLC's webpages at

<http://status.MEFTiiLLC.com> and <https://MEFTiiLLC.com/sitemap/release-notes/>

for any Service-related updates. The Subscriber's continued use of the Services after such updates will signify its acceptance of the changes.

PRIVACY POLICY

MEFTii LLC may process personal data related to Authorized Users and their use of the Services, excluding any Protected Health Information ("PHI"), in accordance with MEFTii LLC's Privacy Policy (the "Privacy Policy"). The terms of the Privacy Policy are incorporated into this EULA and can be accessed at <https://MEFTiiLLC.com/privacy-policy/>.

MEFTii LLC reserves the right to modify the Privacy Policy at its sole discretion, with any changes becoming effective upon posting. The Subscriber is responsible for reviewing the Privacy Policy regularly to stay informed of any updates or revisions.

ENTERPRISE ACCOUNTS, SUPPORT, IMPLEMENTATION AND PROFESSIONAL SERVICES

The Subscriber shall pay the non-refundable fees specified in each Order Form, without any set-off or deduction. Unless otherwise stated in an Order Form, all charges will be determined based on the number of Provisioned Users, with billing and payment for the Services required on either a monthly or annual basis. MEFTii LLC may apply a late payment fee of **1.5% per month**, or the maximum rate allowed by law if lower, to any overdue payments.

The Subscriber is responsible for all applicable sales, use, ad valorem, excise, and similar taxes imposed by any governmental regulatory authority on amounts payable to MEFTii LLC under this EULA, excluding taxes on MEFTii LLC's income.

The Subscriber may purchase additional support, implementation, and professional services if and when offered by MEFTii LLC under an applicable Order Form or statement of work ("SOW"). Any such additional services provided by MEFTii LLC will be subject to this EULA and the corresponding Order Form or SOW.

MULTI-ORG USERS

Subscriber acknowledges that some of its Authorized Users (excluding Subscriber patients) may desire to work with other healthcare organizations and that the users of other healthcare organizations may desire to work with Subscriber (each such Authorized User is referred to as a **"Multi-Org User"**). In order to facilitate use of the Services for Multi-Org Users, and notwithstanding anything to the contrary in any other document, Subscriber grants MEFTii LLC the right and permission to share the name, mobile phone number, email address, pager number, job title and department of Multi-Org Users (**"Contact Details"**) with applicable organizations, including Subscriber. Subscriber is required to treat such Contact Details in the same manner it treats other Confidential Information.

CONFIDENTIAL INFORMATION

"Confidential Information" refers to any non-public data, information, or materials related to the products, software, services, pricing, discounts, or business affairs of a party (or of third parties, where a party is obligated to protect their confidential information) that is provided by one party, its employees, contractors, or affiliates (the "Disclosing Party") to the other party (the "Receiving Party"). Such information is considered confidential if it is explicitly marked or communicated as "proprietary" or "confidential," or if its nature reasonably indicates confidentiality or proprietary status.

Without limiting the above definition, the parties agree that the following constitutes MEFTii LLC's Confidential Information: (i) Performance and security data, product roadmaps, source code, benchmark results, and technical details related to the Services, including pricing information; (ii) Documentation; and (iii) The terms of each Order Form and SOW.

However, Confidential Information does not include information that: (a) Was lawfully known to the Receiving Party without confidentiality obligations before disclosure by the Disclosing Party; (b) Becomes publicly available through no fault of the Receiving Party; (c) Is lawfully obtained by the Receiving Party from a third party without restrictions on disclosure, or is authorized for release by the Disclosing Party; (d) Is independently developed by the Receiving Party without using Confidential Information from the Disclosing Party; or (e) Is required to be disclosed by law or government regulation,

provided the Receiving Party gives the Disclosing Party reasonable notice of such disclosure (where legally permissible) and cooperates to minimize the extent of disclosure.

Except as explicitly permitted herein, the Receiving Party shall: (i) Maintain the confidentiality of the Disclosing Party's Confidential Information; (ii) Use Confidential Information solely to fulfill its obligations or exercise its rights under this EULA; (iii) Treat Confidential Information with at least the same level of care it applies to its own similar proprietary information, but never with less than reasonable care; and (iv) Disclose Confidential Information only: (a) To its employees, representatives, or contractors who have a legitimate need to know such information to perform under this EULA and who are subject to written confidentiality agreements at least as protective as those outlined herein, or (b) As required by a court order, administrative agency directive, or other legal mandate, provided the Receiving Party gives reasonable prior written notice to the Disclosing Party to allow them to seek a protective order or otherwise challenge the disclosure

INDEMNIFICATION

The Subscriber shall indemnify, defend, and hold harmless MEFTii LLC, along with its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, against any and all claims, charges, complaints, damages, losses, liabilities, costs, and expenses (including attorneys' and expert fees) arising from, related to, or resulting in any way from:

(i) The use, misuse, or access to the Services by the Subscriber or any Authorized User, including any communications made by or on behalf of the Subscriber to any other user of the Services; (ii) Data; (iii) The Subscriber's violation of any applicable laws, including HIPAA or other regulations concerning data privacy, security, or consumer protection; and (iv) The Subscriber's breach of this EULA.

DISCLAIMER

THE SOFTWARE AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. MEFTii LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MEFTii LLC DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, SECURE, OR FREE FROM INTERRUPTION. SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY AGREEMENT BETWEEN SUBSCRIBER AND MEFTII LLC, USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK, AND THE ENTIRE RESPONSIBILITY FOR SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT RESTS WITH SUBSCRIBER. TO THE FULLEST EXTENT ALLOWED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. MEFTII LLC EXPRESSLY DISCLAIMS ALL

WARRANTIES AND CONDITIONS RELATED TO THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MEFTII LLC DOES NOT GUARANTEE THAT THE SUBSCRIBER'S USE OF THE SERVICES WILL BE FREE FROM INTERFERENCE, THAT THE FEATURES OR FUNCTIONALITIES OF THE SERVICES WILL MEET THE SUBSCRIBER'S REQUIREMENTS, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERRORS. MEFTII LLC ALSO MAKES NO ASSURANCE THAT UPDATES WILL CONTINUE TO BE AVAILABLE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE WITH OR FUNCTION PROPERLY ALONGSIDE THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. INSTALLATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. THE SUBSCRIBER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS WHERE FAILURES, DELAYS, ERRORS, OR INACCURACIES IN THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE SERVICES COULD RESULT IN DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, FINANCIAL, OR ENVIRONMENTAL HARM. USE OF THE SERVICES FOR TRADING SECURITIES IS STRICTLY PROHIBITED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY MEFTII LLC OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY. IF THE SERVICES PROVE TO BE DEFECTIVE, THE SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR ANY NECESSARY SERVICING, REPAIR, OR CORRECTION, IF APPLICABLE. CERTAIN JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON STATUTORY CONSUMER RIGHTS, MEANING SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY IN THOSE REGIONS

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY CONTRARY PROVISIONS IN THIS EULA, ANY ORDER FORM, OR SOW, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEFTII LLC, ALONG WITH ITS OFFICERS, SHAREHOLDERS, PREDECESSORS, SUCCESSORS IN INTEREST, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND SUPPLIERS, SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF MEFTII LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, MEFTII LLC SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES ARISING FROM: (1) SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICES; (2) THE PERFORMANCE OF THE SERVICES; OR (3) ANY FAILURE OF THE SERVICES. THE SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR ITS USE OF THE SERVICES, AND THE SOLE REMEDY AVAILABLE TO SUBSCRIBER FOR ANY DISSATISFACTION WITH THE SERVICES IS TO CEASE USING THEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IF MEFTII LLC IS FOUND LIABLE NOTWITHSTANDING THE FOREGOING, ITS TOTAL CUMULATIVE LIABILITY UNDER THIS EULA OR IN CONNECTION WITH THE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY SUBSCRIBER TO MEFTII LLC IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM

MISCELLANEOUS

1. Governing Law and Dispute Resolution

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

Dispute Resolution: Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in The Woodlands, Texas, and judgment on the award may be entered in any court having jurisdiction.

2. Assignment

Neither party may assign, transfer, or contract with third parties to fulfill its obligations under this EULA without prior written consent from the other party, except as expressly permitted herein. However, MEFTii LLC may assign or transfer this EULA without consent in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity. Any attempt to assign or transfer this EULA in violation of this section shall be null and void.

3. Feedback

The Subscriber may provide MEFTii LLC with suggestions, comments, feedback, or similar input regarding the Services ("Feedback"). The Subscriber grants MEFTii LLC a perpetual, irrevocable, royalty-free, and fully paid-up license to use and incorporate Feedback into its business operations, including, but not limited to, testing, development, maintenance, and improvements to the Services.

4. Notices

All required or contemplated notices under this EULA must be in writing. Notices shall be considered delivered when received in person or five (5) days after being sent via certified mail with prepaid postage. Notices to MEFTii LLC must be sent to its principal office, as listed on <https://MEFTiiLLC.com>. Notices to the Subscriber shall be sent to the address specified in any agreement between the Subscriber and MEFTii LLC, or another designated address provided by the Subscriber in writing. Additionally, copies of all notices sent to MEFTii LLC shall also be emailed to legal@MEFTiiLLC.com on the same day the notice is personally delivered or mailed.

5. Entire Agreement

This EULA, along with any attached Order Form, exhibits, appendices, or incorporated documents, represents the entire agreement between MEFTii LLC and the Subscriber, encompassing all understandings related to its subject matter. It supersedes all prior agreements, whether expressed or implied, between the parties concerning the same subject matter.

6. Severability

If any provision of this EULA is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain unaffected and enforceable. In such cases, this EULA shall be modified as necessary to preserve the parties' original intent to the maximum extent legally permissible.

7. Modifications and Amendments

Except as expressly permitted herein, this EULA may only be modified or amended through a written agreement signed by both parties. No pattern of conduct shall constitute an amendment or modification.

8. Marketing Materials

The Subscriber agrees that MEFTii LLC may identify them as a customer and use their name and logo(s): (i) For the operation, maintenance, and enhancement of the Services; (ii) On MEFTii LLC's website; (iii) In sales presentations and marketing materials; and (iv) In press releases or brief customer profiles, subject to prior written consent from the Subscriber in each instance.

9. Force Majeure

MEFTii LLC shall not be liable for delays or failures in performance due to circumstances beyond its reasonable control, including government actions, mechanical failures, electrical outages, civil disturbances, natural disasters, or other uncontrollable events. If either party is affected by such delays, it must: (a) Promptly notify the other party with relevant details and expected duration; and (b) Take commercially reasonable steps to mitigate the delay if feasible.

10. Section Headings

Section headings are included for convenience only and shall not be used to interpret or enforce this EULA.

11. Breach and Waiver

No waiver of any breach shall be effective unless made in writing and signed by the waiving party. A waiver of one breach shall not constitute a waiver of subsequent

breaches. Delays in enforcement shall not be construed as a waiver of rights or remedies.

12. Binding Agreement

This EULA shall be binding upon and benefit the parties, along with their respective legal representatives, successors, and permitted assigns.

13. Defined Terms and Use of Terms

Defined terms in this EULA may refer to singular, plural, masculine, feminine, or neuter forms, depending on the context. Terms such as “hereunder,” “herein,” and “hereby” refer to this EULA.

14. Cumulative Remedies

No remedy conferred by this EULA is exclusive; rather, all remedies are cumulative and may be exercised separately or together.

15. Ambiguous Terms

Any ambiguities in this EULA shall not be strictly interpreted against its drafter. Instead, they shall be resolved based on reasonable interpretations that align with the parties’ original intent.

16. Compliance with Legal Processes

MEFTii LLC cooperates with law enforcement and government authorities to comply with applicable laws. Accordingly, MEFTii LLC may disclose information as necessary to: (a) Satisfy legal requirements, regulations, or subpoenas; (b) Enforce this EULA and investigate violations; (c) Detect, prevent, or address fraud, security, or technical issues; or (d) Protect the rights, property, and safety of MEFTii LLC, its users, or the public, as permitted by law.

17. Equitable Relief

A breach or threatened breach of this EULA by the Subscriber may cause irreparable harm to MEFTii LLC, for which legal remedies may be insufficient. MEFTii LLC reserves the right to seek immediate equitable relief, including injunctive relief, in addition to other available remedies.

18. Export Regulation

The Subscriber must comply with all applicable U.S. export laws and regulations governing the export or re-export of the Services, software, or Subscriber Data outside the United States. This includes obtaining required export licenses and approvals.

19. Independent Contractors

MEFTii LLC and the Subscriber shall remain independent contractors. No joint venture, partnership, agency, or other relationship imposing liability on one party for the other's actions shall be created under this EULA. Each party bears sole responsibility for its costs, liabilities, employees, and obligations. Neither party has the authority to bind or act on behalf of the other.

20. No Third-Party Beneficiaries

This EULA is intended solely for the benefit of the parties and their respective successors and assigns. No third party shall have any rights, benefits, or remedies under this EULA.

APPLE, INC. APP STORE

Subject to the Subscriber's compliance with this EULA, MEFTii LLC grants the Subscriber a limited, non-exclusive, non-transferable license, with no right to sublicense, to download and install MEFTii LLC's mobile application that provides access to the Services (the "App") on personal computers, mobile devices, tablets, wearable devices, and other supported devices. The Subscriber may use the App solely for personal, non-commercial purposes.

Except as expressly permitted under this EULA, the Subscriber is prohibited from: (i) Copying, modifying, or creating derivative works based on the App; (ii) Distributing, transferring, sublicensing, leasing, lending, or renting the App to third parties; (iii) Reverse engineering, decompiling, or disassembling the App (unless otherwise permitted by applicable law despite this restriction); and (iv) Making the App's functionality accessible to multiple users through any means.

This Section applies to any App obtained from the Apple App Store or used on an iOS device. Apple is not responsible for providing maintenance or support services for the App. If the App fails to meet any applicable warranty, the Subscriber may notify Apple, which may provide a refund for the App purchase price (if applicable). To the fullest extent permitted by law, Apple has no further warranty obligations regarding the App.

Apple is not responsible for handling any claims brought by the Subscriber or third parties related to the App or its use, including but not limited to: (i) Product liability claims; (ii) Claims alleging the App does not comply with legal or regulatory requirements; and (iii) Claims arising under consumer protection laws or similar regulations.

Apple is also not responsible for investigating, defending, resolving, or settling any third-party claims that the Subscriber's use of the App infringes intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of this EULA, and upon the Subscriber's acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against the Subscriber as a third-party beneficiary.

The Subscriber represents and warrants that: (i) It is not located in a country subject to a U.S. Government embargo or designated as a terrorist-supporting nation; and (ii) It is not listed on any U.S. Government list of prohibited or restricted parties.

The Subscriber must also comply with any applicable third-party terms of service while using the App.

Exhibits:

Exhibit A – Patient Engagement Additional Terms and Conditions

Exhibit B – MEFTii LLC Physician Scheduling Additional Terms and Conditions

Exhibit A

Patient Engagement Additional Terms and Conditions

The MEFTii LLC patient engagement feature enables communication between the Subscriber and the Subscriber's patients and their caregivers via an encrypted, HIPAA-compliant secure webform. Due to the specific requirements of direct patient communication, activation of this service on the Subscriber's account requires acceptance of the following additional terms and restrictions:

1. **Access Code Validity** – The access code or other identity verification request sent to the Subscriber's patients will remain active for seven (7) days from the time the first SMS message is sent. If the patient wishes to continue communication beyond this period, a new access code or identity verification request will be automatically generated.
2. **Conversation Duration** – The Subscriber may determine the maximum allowable period for keeping a dialog open with patients. After this period expires, the Subscriber must initiate a new conversation to continue communication.
3. **Opt-Out Option** – Patients and caregivers may opt out of the patient engagement service at any time by texting "STOP" to the message. MEFTii LLC will send a confirmation SMS indicating that they have been unsubscribed, after which they will no longer receive messages from the Subscriber.
4. **Message Archiving** – Text message conversations between the Subscriber and patients will not be archived unless the Subscriber has chosen archiving as part of their MEFTii LLC service package. The Subscriber may print conversations; however, unarchived or unprinted messages will be deleted once the set message lifespan expires. Additionally, due to HIPAA regulations, video and audio chats will not be recorded or archived, even if the Subscriber has archiving enabled as part of their MEFTii LLC services.

5. **Carrier Compatibility** – MEFTii LLC enables the patient engagement feature for major mobile carriers, including AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Messages may also be delivered to regional carriers, and a complete list is available on MEFTii LLC's website. This list will be updated as necessary, but MEFTii LLC is not responsible for service usage with carriers that are not included in the most current listing.
6. **Prohibited Uses** – Unless the Subscriber has purchased a bulk messaging add-on, this feature is intended solely for individual patient and caregiver communication regarding healthcare matters. It **must not** be used for bulk messaging, marketing, promotions, or advertising-related messages.
7. **Service Limitations and Responsibilities** – The Subscriber acknowledges and agrees that:
 - (a) The MEFTii LLC patient engagement feature is designed to facilitate **non-critical, non-emergency messaging**.
 - (b) The service depends on factors outside MEFTii LLC's control, including third-party hardware and network services.
 - (c) The service **does not** replace existing systems for administering or safeguarding medical treatment or medication.
 - (d) Occasional communication failures or delays may occur in sending or receiving properly transmitted messages.
 - (e) The service **does not** meet the performance and reliability standards expected in critical medical care environments.
 - (f) MEFTii LLC **is not responsible** for the security of patient messages on their personal devices or the unauthorized dissemination of personal health information outside the MEFTii LLC platform.
 - (g) The Subscriber is solely responsible for providing MEFTii LLC with **accurate** patient account information, including user details, phone numbers, permission settings for message recipients, and whether new participants in a conversation can view prior messages.

The Subscriber **must never** use the patient engagement feature for emergency medical situations. Patients should **always** be directed to call **911** in emergencies and instructed to contact the Subscriber's office for urgent questions, unclear messages, or concerns about discussing sensitive matters via text messaging.

8. **Applicable Terms and Conditions** – The use of MEFTii LLC’s patient engagement feature by the Subscriber and its patients is subject to all applicable terms and conditions for other MEFTii LLC services, including, but not limited to, permitted use restrictions, indemnification, and limitations on liability. Patients and caregivers will be classified as “Authorized Users” of the Subscriber, and the Subscriber is responsible for all matters arising from their use of MEFTii LLC services

Exhibit B

MEFTii LLC Physician Scheduling Additional Terms and Conditions

MEFTii LLC Physician Scheduling offers an online software solution designed to create, maintain, and manage physician work and on-call schedules (the “Software”). This Addendum sets forth the additional terms and restrictions applicable to the MEFTii LLC Physician Scheduling product.

1. License Grant and Use

MEFTii LLC grants the Subscriber a license to use the Software exclusively for accessing, storing, loading, installing, executing, and displaying the Software to generate an on-call schedule for a single specialty medical group or department or to view on-call schedules across multiple specialty groups or departments within a hospital or healthcare setting. The Subscriber may not modify the Software or disable any licensing or control mechanisms within the Software. If the license is granted for a single user or entity, the Subscriber may not exceed the maximum number of authorized users permitted under the license.

2. Services Provided by MEFTii LLC

MEFTii LLC will provide the following services to the Subscriber:

1. Configuration and access to the MEFTii LLC Physician Scheduling schedule creation product.
2. Configuration and access to the MEFTii LLC Physician Scheduling Microsite product.
3. Online training for the designated schedule creator.
4. Online training for one physician coordinator.
5. Software support available Monday through Friday from **5:30 a.m. to 5:30 p.m. (Central Time)** and on weekends from **8:00 a.m. to 5:00 p.m. (Central Time)** (excluding major holidays).
6. 24/7 emergency server support.

3. Subscriber Responsibilities

The Subscriber is responsible for:

1. Designating a primary scheduler as the point of contact for project coordination.
2. Assisting in the coordination of scheduler training.
3. Completing training, configuration, and implementation with the assigned trainer.
4. Ensuring the MEFTii LLC Physician Scheduling system is accessible to all eligible users.
5. Training individual physicians on how to use the MEFTii LLC Physician Scheduling system.
6. Adhering to all terms outlined in the Agreement and this Addendum while using the MEFTii LLC Physician Scheduling system.

4. Access Upon Termination

Upon expiration or termination of the Subscription Term, the Subscriber's account will be deactivated, and access to the Software and related services within the MEFTii LLC Physician Scheduling system will be revoked. However, for 30 days following termination, the Subscriber may export or print information created during the use of the MEFTii LLC Physician Scheduling system at no charge.

5. LIMITATIONS

1. THE MEFTII LLC PHYSICIAN SCHEDULING SYSTEM AND SOFTWARE IS NOT DESIGNED FOR STORING OR TRANSMITTING PATIENT DATA. USERS **MUST NOT** ENTER, STORE, OR USE THE SYSTEM OR SOFTWARE TO TRANSMIT RESTRICTED INFORMATION OR PERSONAL HEALTH INFORMATION. ANY ATTEMPT TO INPUT RESTRICTED HEALTH INFORMATION INTO THE SYSTEM IS STRICTLY **PROHIBITED** AND CONSTITUTES A DIRECT VIOLATION OF THE AGREEMENT. SUCH VIOLATIONS MAY RESULT IN **IMMEDIATE SUSPENSION OR TERMINATION** OF THE SUBSCRIBER'S ACCESS TO THE SYSTEM AND SOFTWARE.

MEFTII LLC ASSUMES NO RESPONSIBILITY FOR ANY ACTIONS OR LIABILITIES ARISING FROM A SUBSCRIBER'S **VIOLATION OF THIS POLICY**.