



Terms of Service

V1.0

ALL CONTENTS ARE CONFIDENTIAL

Confidential © Copyright 2023 WebMD Ignite. All rights reserved.

May not be reproduced or redistributed without the express permission of WebMD Ignite.

These Terms of Service (“Terms” or “Terms of Service”), together with an order form indicating the license of a WebMD Ignite Service (“Order Form”), that incorporates these Terms by reference and including all executed Work Orders thereunder referencing these Terms (each, a “Work Order” and only to the extent applicable to a Service) comprise an “Agreement” between WebMD Ignite, Inc. and the customer identified in the Order Form (“Customer”) on behalf of itself and its Affiliates authorized by Customer to execute Order Forms and/or Work Orders under an Agreement. For purposes of an Agreement, “Affiliates” means, individually or collectively as appropriate, any entity controlled by, controlling or under common control with Customer and all references to Affiliates are solely with respect to Work Orders executed by or on behalf of Customer’s Affiliates. WebMD Ignite and Customer may each be referred to herein as a “Party” and collectively as the “Parties”.

Universal terms are applicable to all WebMD Ignite Services (“Universal Terms”). Additional terms specific and exclusive to each individual WebMD Ignite Service (“[Additional Terms](#)”) are linked below. Terms of Service, as referred to herein and in the Order Form, include both the Universal Terms and the applicable Additional Terms.

Universal Terms. The terms of this Section 1 apply to all WebMD Ignite Services.

1. Universal Terms

- 1.1. **Agreement and Order of Precedence:** Each Agreement constitutes a separate contract between WebMD Ignite and Customer. In the event of a conflict between the terms of an Order Form, a Work Order, these Terms and, if applicable, a BAA (as defined in Section 1.7, and solely with respect to conflicts among terms related to Protected Health Information), the order of precedence shall be: (a) BAA (if applicable), (b) Work Order (if applicable), (c) Order Form, (d) Terms.
- 1.2. **Service:** Pursuant to an Order Form WebMD Ignite agrees to make available to Customer the service or services (collectively the “Service”) as described in the applicable service product documentation referenced in the Order Form, which may be modified or updated from time to time at WebMD Ignite’s discretion (“Product Documentation”), along with other WebMD Ignite Materials (as defined in Section 1.3 below) and any updates to the foregoing (unless otherwise agreed in an Order Form). WebMD Ignite reserves the right to sunset the Service upon one hundred eighty (180) days’ written notice to Customer provided that Customer shall not be responsible for any contracted Fees paid for the Service after the sunset date and shall be entitled to a pro-rata refund of any Fees after the date that the Service is sunset.
- 1.3. **Rights in WebMD Ignite Materials:** Customer, on behalf of itself and its Affiliates, acknowledges and agrees that WebMD Ignite and its licensors are and shall remain the sole and exclusive owner of all proprietary and intellectual property rights in all content, ideas, concepts, inventions, technology, software, information, data, website source code, and works of authorship developed, authored or conceived by WebMD Ignite, whether or not in connection with WebMD Ignite’s providing the Service or WebMD Ignite’s performance of the Service (“WebMD Ignite Materials”), including all additions, improvements, modifications and derivative works made to WebMD Ignite Materials. Customer’s and its Affiliates’ rights to any WebMD Ignite Materials are limited to use in connection with the Service, as applicable, and are subject to Customer’s limited



license to use the Service. WebMD Ignite Materials may be subject to additional license terms made available to Customer.

- 1.4. Rights in Customer Materials:** Customer, its Affiliates, and their licensors are, and shall remain, the sole and exclusive owner of all proprietary and intellectual property rights in and to any documents, data, graphics, animation, art work, photographs, text, audio records, video recordings, know-how, methodologies, software and other materials provided to WebMD Ignite by Customer or its Affiliates for use in performance of the Service (“Customer Materials”), including all additions, improvements, modifications and derivative works made to Customer Materials. Customer, on behalf of itself and its Affiliates, hereby grants WebMD Ignite a non-exclusive, royalty-free, license for the Term to use, copy, publish, modify, reproduce, display, syndicate, reformat, update and create derivative works of the Customer Materials, or to sublicense such rights to its partners, solely in order to perform the Service. All other rights in and to the Customer Materials are expressly reserved by Customer. To the extent Customer provides WebMD Ignite or its licensors with any feedback related to the Service, in part or in whole, Customer grants to WebMD Ignite and its licensors a nonexclusive, perpetual, irrevocable, sublicensable, transferrable, worldwide, royalty-free and fully paid-up license to freely exploit such feedback.
- 1.5. Changes in Functionality:** During the Term of the Agreement, WebMD Ignite shall not materially degrade the Service. WebMD Ignite will provide advance notice of any elimination of functionality as well as alternative and comparable functionality. Where WebMD Ignite increases base functionality in the Service, such functionality shall be provided to Customer without any increase in the Fees. Certain premium services may be available for an additional fee in accordance with an applicable Product Documentation.
- 1.6. Loss of Data:** In the event of any compromise to the security, confidentiality, or integrity of Customer Materials (not including Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)), WebMD Ignite shall, as applicable: (a) notify Customer as soon as practicable after becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; (c) in the case of personally identifiable information (“PII”), at Customer’s sole election, (i) notify the affected individuals who comprise the PII to the extent and within the time frames required by applicable law; or, (ii) reimburse Customer for any costs in notifying the affected individuals; and (d) perform or take any other actions required to comply with applicable law as a result of the occurrence.
- 1.7. Business Associate Agreement (“BAA”):** To the extent Customer is a “Covered Entity” as defined under HIPAA and, in its performance pursuant to an Order Form or Work Order WebMD Ignite is required to receive, access, develop, transmit or otherwise use PHI, all such uses shall be strictly in accordance with this Agreement and the BAA executed by the Parties.
- 1.8. Data Privacy and Information Security:** WebMD Ignite maintains a data privacy and information security policy (“[Security Policy](#)”) which includes physical, technical, administrative, and organizational safeguards designed to ensure the security and confidentiality of Customer Materials; and protect against any anticipated threats or hazards to the security or integrity of the Customer Materials; protect against unauthorized disclosure, access to, or use of the Customer Materials. WebMD Ignite



Security Policy is subject to change upon written notice to Customer, provided that any such change shall not diminish or reduce WebMD Ignite obligations. The terms of [WebMD Ignite's CCPA Data Processing Addendum](#) ("DPA") are hereby incorporated by reference and shall apply only if and to the extent Customer Data includes Personal Data, as defined in the DPA.

- 1.9. Fees and Expenses:** In consideration of the provision of the Service by WebMD Ignite, Customer, or its Affiliates, shall pay the fees set forth in the Order Form, and/or Work Orders (individually and collectively referred to as, "Fees") in accordance with the invoicing schedules in the Order Form or Work Orders. Notwithstanding anything herein to the contrary, Customer shall pay all Fees in the Order Form. Customer agrees that it, or its Affiliates, will reimburse WebMD Ignite for all reasonable travel and out-of-pocket expenses incurred by WebMD Ignite in connection with the performance of the Service and as identified in the Order Form and/or Work Orders. WebMD Ignite shall issue invoices to Customer or, where specified in a Work Order, its Affiliates, for all Fees and out-of-pocket expenses in accordance with the terms of this Section 1.9. Unless stated otherwise in the Order Form or a Work Order, Customer, or its Affiliates, shall pay all properly invoiced amounts due to WebMD Ignite within thirty (30) days after receipt of such invoice. Nonpayment of undisputed fees thirty (30) days following the invoice date may result in a suspension of Service. All payments shall be in US dollars. Unless substantiated by a valid exemption, evidence of which is provided to WebMD Ignite and which WebMD Ignite deems sufficient, Customer or, where specified in a Work Order, its Affiliates, shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer or its Affiliates; provided, that, in no event shall Customer or its Affiliates pay or be responsible for any taxes based on WebMD Ignite net income.
- 1.10. Use of De-Identified Information and Reference Sites:** WebMD Ignite shall have the right to de-identify information, as defined under HIPAA, received from, or developed for, Customer or its Affiliates in connection with the Service and to use the de-identified information to generate aggregate statistical information, perform marketplace analyses, and for other analytic purposes, provided that WebMD Ignite's use of such information does not identify the Customer as its source.
- 1.11. Access to Records:** Upon the written request of the Secretary of Health and Human Services, the Comptroller General of the Government Accounting Office, or their authorized representatives, WebMD Ignite shall make available all contracts, books, documents and other records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for a period of four (4) years after the furnishing of services hereunder. If WebMD Ignite carries out any of the duties in an Agreement through a subcontract with a related organization with a value of \$10,000 or more over a twelve (12) month period, WebMD Ignite agrees to include this requirement in any such subcontract. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Customer, its Affiliates, or WebMD Ignite by virtue of any Agreement.
- 1.12. Term and Termination:** Each Agreement shall commence as of the Effective Date as designated in the Order Form and shall continue thereafter until the date specified in the Order Form or, if no termination date is specified in the Order Form, the last to occur of: substantial completion of the Service, including any services provided under all Work Orders by WebMD Ignite; or final payment of Fees, under the Agreement and of



related expenses (“Term”), unless sooner terminated in accordance with this Section 1.12. Either Party may terminate an Agreement if the other Party materially breaches the Agreement : (a) if the breach is capable of cure and the breaching Party does not cure such breach within thirty (30) days, after receipt of written notice of such breach or; (b) if the breach is not capable of cure, immediately upon written notice of such breach. Upon the early expiration or termination of an Agreement for any reason, WebMD Ignite shall cease its provision of the Service and, on a pro rata basis, repay all Fees paid in advance for any Service which have not been provided to Customer or its Affiliates through the effective date of termination. Customer and its Affiliates shall cease their use of the Service and pay all Fees due and payable as of the effective date of expiration or termination of that Agreement.

1.13. Confidential Information: “Confidential Information” means any information that is made available by a Party (“Disclosing Party”) to another Party (“Receiving Party”) that is identified as confidential by the Disclosing Party or that a reasonable person would understand to be confidential based on the nature of the information or the circumstances of the disclosure. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of an Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. The Receiving Party agrees not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have been apprised of this restriction and who are themselves bound by non disclosure obligations at least as restrictive as those set forth in an Agreement. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under an Agreement or, in the case of Customer or its Affiliates, to make use of the Service. In the event that the Receiving Party receives a subpoena or other validly issued administrative or judicial process, the Receiving Party shall promptly notify the Disclosing Party (to the extent permitted by law) and may thereafter comply with the subpoena or process.

1.14. Representations and Warranties: WebMD Ignite represents and warrants: (a) that it and its representatives are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs, have not been convicted of a criminal offense related to the provision of healthcare items or services, and are not under investigation or otherwise aware of any circumstances which may result in WebMD Ignite or its representatives being excluded from participation in federal healthcare programs; (b) that that it shall perform the Service using personnel of required skill, experience and qualifications and in a professional and workmanlike manner; and (c) it shall perform the Service in compliance with applicable laws. Customer, on behalf of itself and its Affiliates, represents and warrants to WebMD Ignite that: (x) its and its Affiliates’ use of the Service will not violate any laws; (y) it or its Affiliate has the right to use, modify, reproduce, display and create derivative works of the Customer Materials



and to sublicense such rights to WebMD Ignite in accordance with this Agreement; and (z) Customer and its Affiliates will not use, nor permit any third party to use, the Service in any way not expressly authorized in an Agreement. Customer acknowledges that the Service is licensed and not sold. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 1.14, THE SERVICE IS PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND AND WEBMD IGNITE, ON BEHALF OF ITSELF AND ITS THIRD PARTY PROVIDERS, HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 1.15. Indemnification:** (a) WebMD Ignite shall defend, indemnify and hold harmless Customer and Customer’s Affiliates from and against all losses awarded against Customer in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding: alleging that a Service infringes upon any intellectual property rights of a third party (“Infringement Claim”); or arising out of WebMD Ignite’s gross negligence or willful misconduct. Where Customer notifies WebMD Ignite of an Infringement Claim or WebMD Ignite determines in its reasonable discretion that there may be an Infringement Claim related to the Service, WebMD Ignite shall have the option at its own expense to procure the right for Customer or its Affiliates to continue using the Service; replace or modify the Service to eliminate the infringement without materially reducing the functionality or performance of the Service; or refund the amount the Customer or its Affiliates actually paid for the Service for the period of time that such Service was not usable, in which case the Agreement, and Customer’s, or its Affiliates’, rights in the Service, shall terminate. (b) To the extent not otherwise prohibited by any applicable sovereign immunity or other valid exemption granted to Customer under an applicable state law or statute, Customer shall defend, indemnify and hold harmless WebMD Ignite and WebMD Ignite’s Affiliates from and against all losses awarded against WebMD Ignite in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding arising out of: Customer’s, or its Affiliates’, use of the Service, including use in any manner not otherwise permitted in an Agreement; a claim related to the Customer Materials, including that Customer did not have the authority to provide the Customer Materials; that the Customer Materials violate the intellectual property rights of a third party; or Customer or its Affiliates’ gross negligence or willful misconduct. In the event Customer is immune or exempt from the foregoing indemnity obligation under applicable state law or statute, Customer agrees to, and does hereby, assume sole responsibility for its actions and omissions with respect to third parties which give rise to any claim arising out of this agreement, including any claim against WebMD Ignite. Neither Party will have any obligation to the other for an infringement under this section if such alleged infringement claim arises from the other Party’s materials or any modifications or changes thereto by the non-indemnifying Party. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim and provide the indemnifying Party with sole control over the defense or settlement of the claim and such information and assistance to defend or settle the claim as the indemnifying Party may reasonably request. The indemnifying Party may not settle any claim in a manner that adversely affects the indemnified Party’s rights or admits liability on the party of the indemnified Party without the indemnified Party’s prior written consent. This Section 1.15 sets forth



each Party's sole and exclusive remedy for any claim for which indemnification is sought.

- 1.16. Limitation of Liability:** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR DAMAGES ARISING OUT OF A PARTY'S VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. EXCEPT FOR LIABILITY ARISING OUT OF A BREACH BY CUSTOMER OF ITS LICENSE OBLIGATIONS, EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR VIOLATION OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL THE AGGREGATE LIABILITY THAT EITHER PARTY AND ITS AFFILIATES AND SUPPLIERS (INCLUDING LICENSORS AND THIRD PARTY PROVIDERS) MAY INCUR IN ANY AND ALL ACTIONS OR PROCEEDINGS UNDER AN AGREEMENT EXCEED THE TOTAL AMOUNT OF THE PRECEDING 12 MONTHS OF FEES WEBMD IGNITE ACTUALLY RECEIVED FROM CUSTOMER AND ITS AFFILIATES UNDER THAT AGREEMENT FOR THE SERVICE GIVING RISE TO THE CLAIM. NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY'S LIABILITY UNDER A BAA (DEFINED IN SECTION 1.7) EXECUTED BY THE PARTIES.
- 1.17. Force Majeure:** Neither Party shall be considered in default in the performance of any obligations in an Agreement to the extent that the performance of the obligation is prevented or delayed by fire, flood, explosion, telecommunications failure, strike (except for a strike by a Party's employees), war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that Party, and which is beyond the reasonable control of that Party.
- 1.18. Arbitration:** The Parties will endeavor to resolve controversies or claims (other than where a Party seeks injunctive relief) through discussions between the Parties. Any controversy or claim arising out of or relating to an Agreement not resolved by discussions between the Parties will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. A single arbitrator selected pursuant to the AAA Rules will conduct the arbitration. The site of the arbitration will be Denver, Colorado. Each Party will be responsible for its own costs associated with the arbitration unless costs are otherwise allocated in the award rendered by the arbitrator. The Parties agree that any arbitration must be filed within one (1) year after completion of the Service giving rise to the controversy or claim at issue. Nothing in this Arbitration provision prohibits either Party from seeking injunctive relief from a court of competent jurisdiction. Where either Party seeks injunctive relief, the parties agree to the non-exclusive jurisdiction of the Colorado and federal courts located in Denver, Colorado. To the extent Customer is prohibited by an applicable state statute from entering into an agreement to resolve any dispute by arbitration and prior to engaging in litigation, the Parties agree, in good faith, to first consider alternative dispute resolution to resolve any conflict arising out of this Agreement.
- 1.19. Reservation of Rights:** All rights with respect to the Service not granted to the Customer in these Universal Terms or any Additional Terms are reserved by WebMD Ignite.
- 1.20. Miscellaneous:**



- 1.20.1.** Service provided under this Agreement will not be governed by the Uniform Commercial Code and will not be deemed “goods” within the definition of the Uniform Commercial Code.
- 1.20.2.** Nothing contained in any Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 1.20.3.** Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to an Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other Party.
- 1.20.4.** This Agreement and any other documents incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 1.20.5.** Neither Party may assign any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party; provided, that, upon written notice to the other Party, either Party may assign the Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 1.20.6.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 1.20.7.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.



- 1.20.8.** These Terms and each Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule.
- 1.20.9.** Any notice required or permitted under an Agreement will be made in writing and sent to the address listed on the applicable Order Form or Work Order for the applicable Party. Notice is deemed received upon the earliest of: actual receipt; one business day after having been sent by overnight courier service; or three business days after having been mailed by first-class mail (registered or certified, return receipt requested).
- 1.20.10.** The rights and obligations of the Parties in Sections 1.1, 1.3, 1.4, 1.7, 1.9, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.19 shall survive termination or expiration of an Agreement.

Additional Terms –The terms in the following sections apply to the specific Services identified in an Order Form.

- [WebMD Ignite CRM Service](#)
 - [Professional Services](#)
 - [WebMD Ignite Materials](#)
 - [Outsourced Call Center](#)
 - [API Services](#)
 - [COD10](#)
 - [Unified Lead Management](#)
 - [Healthtools](#)
- 2. WebMD Ignite CRM Service:** The terms of this Section 2 apply only to CRM and Customer’s use thereof. WebMD Ignite CRM Service may include additional Services described in the applicable Product Documentation, agreed in an applicable Services Order Form, and subject to their own Additional Terms.
- 2.1. Work Orders:** In addition to the Service, WebMD Ignite may provide managed services for the execution of certain marketing campaigns, on a case-by-case basis, which managed services leverage the Service. Such additional managed services shall be agreed in separate work orders executed by Customer or its Affiliates and WebMD Ignite (each a “Work Order”). Upon execution of such Work Order by the Parties, the Work Order shall automatically become an addendum to the Agreement and shall become binding upon the parties and subject to the terms of the Agreement.
 - 2.2. Customer’s Obligations:** Customer and its Affiliates shall respond promptly to any WebMD Ignite request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service, in a timely manner, and ensure that it is complete and accurate in all material respects. If and to the extent that WebMD Ignite’s performance of its obligations under an Agreement is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite’s reasonable control, including delays or errors caused by Customer’s, or its Affiliates’ failure to provide, or provision of inaccurate or incomplete, Customer Materials, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or liable for any costs, charges or losses sustained or



incurred by Customer or its Affiliates. For the purpose of accessing and using the Service, WebMD Ignite will provide unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"). Customer may only access the Service with the Keys issued to Customer by WebMD Ignite. Customer may not sell, transfer, sublicense or otherwise disclose Customer's Keys to any other party. Customer is responsible for maintaining the secrecy and security of the Keys. Customer is fully responsible for all activities that occur using the Keys, regardless of whether such activities are undertaken by Customer or a third party.

- 2.3. Service Availability:** The Service shall be available in accordance with the [WebMD Ignite Platform Performance SLA](#), the terms of which may be changed or modified by WebMD Ignite in its sole discretion and upon notice to Customer.
- 2.4. Ownership and License:** WebMD Ignite grants Customer a non-exclusive, non-transferable, right and license, without the right to sublicense, for the number of Authorized Users indicated in the Order Form to access and use the Service during the Term for Customer's internal business purposes only. WebMD Ignite owns and retains all right, title and interest in any work product or reports developed as a result of the Service ("Service Output"). Subject to the terms and conditions of this Agreement including all applicable restrictions in the [API Service Additional Terms](#) related to the use of a WebMD Ignite API or Content (as defined in the API Service Additional Terms) by Customer, WebMD Ignite grants Customer a limited, non-sublicensable, non-exclusive license to access and use the Service Output in connection with Customer's authorized use of the Service or other services licensed by Customer from WebMD Ignite.
- 2.5. Support Services:** WebMD Ignite will provide the support services for the Service in accordance with its standard support offerings for a particular Service ordered in the applicable Service Order Form, provided that all fees due under this Agreement have been paid. Such support services will only be provided to the number of Authorized Users with administrator rights and Customer will identify to WebMD Ignite the names of such administrators to whom WebMD Ignite will supply the support. Customer's administrators may be changed by Customer upon reasonable notice to WebMD Ignite. The Parties acknowledge and agree that WebMD Ignite will have no obligation to provide support to Customer with respect to use of the Service other than according to the Product Documentation or the terms of this Agreement.
- 2.6. Provision of Support to Authorized Users:** Other than as required from WebMD Ignite under Section 2.5, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Service.
- 2.7. Implementation Plan; Access Term:** Customer understands that, before access to the Service can be provided to Customer, the Service may require supplementation, modification or configuration. WebMD Ignite's systems may also require preparation in order to make access available for Customer's Service customizations.
- 2.8. Restrictions:** Customer will not (and will not allow any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (b) modify, translate, or create derivative works based on the Service; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (d) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated

in the Order Form or applicable Work Order); (e) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (f) use the Service to create any other product or service. Customer will use the Service only in compliance with this Agreement, the rights granted hereunder, and in accordance with all applicable laws and regulations.

2.9. Representations and Warranties: WebMD Ignite represents and warrants that the Service, as made available by WebMD Ignite, include or is otherwise configured to support multi-factor authentication. Customer represents and warrants that: (a) to the extent Customer implements the Service's native authentication that it will enable and utilize multi-factor authentication; or (b) to the extent Customer implements its own single sign on authentication in conjunction with the Service, that its own authentication utilizes multi-factor authentication.

2.10. Indemnification: Each party shall defend, indemnify and hold harmless the other party and its Affiliates from and against all losses arising out of a third-party claim, suit, action or proceeding and resulting from a breach of either party of its Representations and Warranties in Section 2.9 above.

3. Professional Services. The terms of this Section 3 apply only to Professional Services and Customer's use of any Service Outputs (as defined herein).

3.1. Work Orders: WebMD Ignite shall provide professional services on a case-by-case basis (each a "Service") and as agreed by the Parties in an Order Form. The details of such Service shall be agreed in separate work orders executed by Customer or its Affiliates and WebMD Ignite (each a "Work Order"). Upon execution of such Work Order by the Parties, the Work Order shall automatically become an addendum to the Agreement and shall become binding upon the parties and subject to the terms of the Agreement. WebMD Ignite shall control the means, method and manner of its performance of the Service, provided such Service is in accordance with an executed Work Order.

3.2. Customer's Obligations: Customer and its Affiliates shall respond promptly to any WebMD Ignite request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service, in a timely manner, and ensure that it is complete and accurate in all material respects. If and to the extent that WebMD Ignite's performance of its obligations under an Agreement or a Work Order is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite's reasonable control, including delays or errors caused by Customer's, or its Affiliates' failure to provide, or provision of inaccurate or incomplete, Customer Materials, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or Work Order or liable for any costs, charges or losses sustained or incurred by Customer or its Affiliates.

3.3. Ownership and Grant of License: Except as specifically granted in this Agreement, WebMD Ignite owns and retains all right, title and interest in any work product developed as a result of the Service ("Service Output"). Subject to the terms and conditions of this Agreement, WebMD Ignite grants Customer a limited, non-sublicensable, non-exclusive license to access and use the Service Output in connection with Customer's authorized use of other services licensed by Customer in

connection with the Service herein or, to the extent not performed in support of any other WebMD Ignite service, for Customer's internal business purposes.

- 3.4. Patents and Inventions:** WebMD Ignite will retain title to any inventions, innovations and/or improvements made or conceived solely in its performance of the Service.
- 3.5. Export Controls:** Customer shall comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, re-export, transfer, or release Service Outputs, in whole or in part, to any embargoed country, any Specially Designated National, or any person on the US Commerce Department's Lists of Parties of Concern.
- 3.6. Expenses:** In addition to the Fees, Customer shall pay all out of pocket expenses incurred by WebMD Ignite in its performance hereunder. Upon the reasonable request of Customer, WebMD Ignite shall provide documentation related to such expenses.
- 3.7. Use of Subcontractors:** WebMD Ignite may, in its provision of the Service, utilize subcontractors provided that WebMD Ignite shall remain liable for all acts and omissions of such subcontractors in their performance hereunder.
- 3.8. Survival:** The rights and obligations of the Parties in Sections 3.4 of these additional terms shall survive termination or expiration of an Agreement.

4. WebMD Ignite Materials. The terms of this Section 4 apply only to WebMD Ignite Materials provided for use within a Service listed in an Order Form or Work Order.

- 4.1. Ownership and Grant of License:** Except as specifically granted in this Agreement, WebMD Ignite and its licensors own and retain all right, title and interest in the WebMD Ignite Materials. Subject to the terms and conditions of this Agreement, including these additional terms, WebMD Ignite grants Customer a limited, non-sublicensable, non-exclusive license to access and use the WebMD Ignite Materials in connection with the Service for: (i) Customer's own marketing and communications programs and not those of another party; (ii) Customer's online and offline marketing and communications activities or web content personalization to its own patients or potential patients logged into or authenticated on Customer's own sites; (iii) Customer's own email campaigns, and not those of another party, to patients who have opted in to receive email communications from Customer; and (iv) use on a rental basis only, without conveying any title, to create enhanced and/or scored measures for the purpose of marketing and communications. Further, Customer may enhance and/or match, and may allow its online Permitted Service Providers (defined below), to enhance and/or match, any of its cookies and other data with the WebMD Ignite Materials in connection with Customer's marketing programs. Permitted Service Providers may only use the WebMD Ignite Materials to support Customer, Customer retains all legal liability for Permitted Service Providers' use of the WebMD Ignite Materials. WebMD Ignite Materials may not be used by Permitted Service Providers for internal use, in support of other customers or clients, or any other use. "Permitted Service Provider" is defined as any third party to whom disclosure is necessary in order for Customer to exercise its rights with respect to the WebMD Ignite Materials hereunder and with which Customer executes a written agreement that: (i) limits the use of the WebMD Ignite Materials by such party solely to the performance of specified services for Customer; and (ii) requires that the WebMD Ignite Materials be held in confidence. Customer's use in accordance with the foregoing shall be limited to:

- 4.1.1. Data Enhancement –** WebMD Ignite Materials may be appended to Customer's own files to be used by Customer in its own marketing programs for the Term of

the applicable agreement/Service Order Form, developing and/or implementing a predictive model;

- 4.1.2.** List Selects – Customer may use the WebMD Ignite Materials to select records to create a mail, email, or telemarketing list. Customer may use each list on a rental basis;
- 4.1.3.** Modeling – Customer may use the WebMD Ignite Materials to create models used to rank Customer’s file or prospect list, provided that the WebMD Ignite Materials is used in combination with at least three (3) other variables, a score is not a one-to-one correlation with the WebMD Ignite Materials, and the model is used in compliance with the other requirements stated herein.
- 4.2. Restrictions:** Customer agrees not to disclose to any third party all or any portion of the WebMD Ignite Materials in any form whatsoever. Customer is fully responsible to WebMD Ignite and its licensors for the acts and omissions of its contractors and agents, including, without limitation, its Permitted Service Providers. Without limiting the general requirement of Customer to ensure its compliance with the terms of these additional terms, including those of its Permitted Service Providers, Customer agrees to include, the following terms in its agreements with its Permitted Service Providers as well as any other service provider to whom Customer is providing the WebMD Ignite Materials to perform services for Customer in accordance with this Agreement: (i) confidentiality; (ii) no reverse engineering; (iii) security (such requirements will ensure: appropriate access controls; prevent unauthorized disclosure; and provide notice of any unauthorized access or unauthorized disclosure of the WebMD Ignite Materials); (iv) applicable laws (such requirements will ensure compliance with applicable laws generally; and (v) record keeping (such requirement will address maintaining reasonable records of transmissions of the WebMD Ignite Materials that occur with the WebMD Ignite Materials).
- 4.3. Restrictions Third Parties; Equitable Adjustment:** WebMD Ignite or its licensors may, at any time, impose restrictions on the use of WebMD Ignite Materials to the extent they are imposed on WebMD Ignite by third parties. WebMD Ignite may, at any time, impose reasonable restrictions on the use of the WebMD Ignite Materials to properly manage the integrity of the WebMD Ignite Materials and it or its licensors access to the WebMD Ignite Materials from its data sources in light of issues concerning privacy, confidentiality and other issues to which consumers may be sensitive. Use of the WebMD Ignite Materials is subject to compliance with all such restrictions. In the event the restrictions imposed under this Section 4.3 substantially impair the value of the WebMD Ignite Materials to Customer, Customer may request, in writing, an equitable adjustment in the license fees otherwise payable for the use of such WebMD Ignite Materials. The parties will attempt in good faith to arrive at a mutually agreeable equitable adjustment. If such agreement is not reached within 30 days of the request, this Agreement may be terminated by either party by providing prior written notice to the other party.
- 4.4. Compliance with Laws:** WebMD Ignite Materials must be used (i) in accordance with applicable laws, rules, regulations relating to its use including, but not limited to, privacy laws, anti-corruption and anti-bribery laws, and such use shall not violate or infringe any third party rights, including without limitation, intellectual property rights and publicity/privacy rights; (ii) in accordance with Direct Marketing Association Guidelines in a manner which gives due consideration to matters concerning privacy, confidentiality, good taste, and other issues to which individual and business

consumers may be sensitive; and (iii) without any indication that any party possesses any information which is derived from any WebMD Ignite Materials about the recipient other than name and address. Customer is solely responsible for compliance with, all “DO NOT CALL,” “CAN-SPAM,” “DO NOT MAIL,” and similar legislation relating to telemarketing, privacy and email activities. WebMD Ignite represents and warrants that it is not responsible for obtaining, nor required to obtain, any required consumer consent and makes no representation or warranty with respect to compliance with “DO NOT CALL,” “CAN-SPAM,” “DO NOT MAIL,” and similar legislation relating to telemarketing, privacy and email activities. Customer assumes responsibility to subscribe to all applicable do not call lists including, without limitation, any national Do Not Call List and will use any mail or telephone suppression lists provided by WebMD Ignite in accordance with applicable laws, removing names as appropriate from the files provided by WebMD Ignite

4.5. Individual Reference Service, FCRA: WebMD Ignite Materials may not be used in connection with any individual reference service application, skip tracing, electronic directory assistance or other e-data look-ups, verification of the accuracy of a record; review of WebMD Ignite or its customers’ employee records; or any other type of review, analysis or assessment of an individual record that is not expressly permitted hereunder, or in connection with credit granting, credit monitoring, account review, collection, insurance underwriting, employment or for any other purpose covered by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq (“FCRA”)), Federal Trade Commission interpretations of the FCRA, and similar federal and state statutes.

4.6. Derivative Works: Except as expressly permitted hereunder, Customer may not modify, further develop, or create any derivative products from the WebMD Ignite Materials. No WebMD Ignite Materials may be decompiled, decoded, or reverse engineered

4.7. Survival: The rights and obligations of the Parties in Sections 4.1–4.6 of these additional terms shall survive termination or expiration of an Agreement.

5. Outsourced Call Center Service Additional Terms. The terms of this Section 5 apply only to Outsourced Call Center Service.

5.1. Customer’s Obligations: Customer and its Affiliates shall respond promptly to any WebMD Ignite y request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service, in a timely manner, and ensure that it is complete and accurate in all material respects. If and to the extent that WebMD Ignite’s performance of its obligations under an Agreement is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite’s reasonable control, including delays or errors caused by Customer’s, or its Affiliates’ failure to provide, or provision of inaccurate or incomplete, Customer Materials, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or liable for any costs, charges or losses sustained or incurred by Customer or its Affiliates. Customer shall install a single dedicated telephone line and communications database and pay expenses associated with such dedicated telephone line. If Customer includes the Service as part of its physician referral service, Customer shall be responsible for determining the criteria that physicians must satisfy in order to participate in the physician referral service and providing a list of such physicians to WebMD Ignite. Customer may update its referral

service criteria from time to time upon notice to WebMD Ignite. Customer shall establish its criteria in accordance with Sections 1128B and 1128D of the Social Security Act, 42 USC 1320a-7d and concerning certain “Anti-Kickback” laws. Customer shall provide to WebMD Ignite any disclosures required to be given to callers. Customer shall identify contact people available to WebMD Ignite related to its program supported by the Service (“Program”). Customer shall provide assistance with the transfer of appropriate phone calls to WebMD Ignite as necessary in support of the Program. Customer shall give notice, including all pertinent information, to WebMD Ignite at least two (2) weeks in advance of the implementation date of any updates to the Program. Updates or modifications to the Program by Customer may result in additional fees to be reasonably determined by WebMD Ignite. Customer may incur additional fees as reasonably determined by WebMD Ignite in the event that Customer fails or is unable to give the required advance notice of updates or modifications to the Program and Customer hereby agrees to pay all such additional fees.

5.2. WebMD Ignite’s Obligations: WebMD Ignite shall provide reasonable assistance in establishing a single dedicated telephone line and communications database to be used in connection with the Service. WebMD Ignite shall employ trained personnel who shall be on duty during agreed upon hours of operation to operate the Service. WebMD Ignite shall staff the call center with a reasonably appropriate number of call center personnel to handle call volume as agreed. WebMD Ignite shall perform the Service according to the standard of the industry. WebMD Ignite shall make proper disclosures to all callers in compliance with Sections 1128B and 1128D of the Social Security Act, 42 USC 1320a-7d and concerning certain “Anti-Kickback” laws using disclosures provided by Customer. To the extent Customer does not provide disclosures to WebMD Ignite and such disclosures are required under Sections 1128B and 1128D of the Social Security Act, 42 USC 1320a-7d, WebMD Ignite will utilize its own disclosures which Customer shall be deemed to have approved.

5.3. Authorization: Customer hereby authorizes WebMD Ignite to use and update the Customer Materials provided to WebMD Ignite as necessary to perform the Service. WebMD Ignite will provide the Service and related telemarketing services on behalf of the Customer. Customer authorizes WebMD Ignite to contact patients and potential patients as necessary by telephone in order to perform the Service and related telemarketing services, including performing call recording, tracking and/or scoring. The provision of Service and related telemarketing services on Customer’s behalf may require that Customer be registered with the National Do Not Call Registry (the “Registry”). If Customer is registered, Customer agrees to provide WebMD Ignite with its account information. If Customer is not already registered with the Registry, Customer agrees to either (i) promptly register or (ii) permit WebMD Ignite, at Customer’s request, to create and manage Customer’s Registry account on Customer’s behalf. There may be nominal fees for registration, which WebMD Ignite may pass through to Customer.

5.4. Independent Contractor: It is further mutually understood that the Service provided hereunder is purely a service of referral and information. WebMD Ignite dispenses no medical advice, treatment or diagnosis. WebMD Ignite and Customer at all times hereunder shall be acting and performing as independent contractors, and shall not, either expressly or impliedly, act or have the authority to act as agents, servants, representatives, or joint ventures of one another. Neither WebMD Ignite nor Customer

shall be liable for the fault, negligence, or wrongful acts of the other's employees, contractors, agents, or representatives.

5.5. Ownership and Grant of License: WebMD Ignite grants Customer a nonexclusive non-exclusive, non-transferable, right and license, without the right to sublicense to access and use the Service for Customer's internal business purposes only. WebMD Ignite owns and retains all right, title and interest in any work product or reports developed as a result of the Service ("Service Output"). Subject to the terms and conditions of this Agreement, WebMD Ignite grants Customer a limited, non-sublicensable, non-exclusive license to access and use the Service Output in connection with Customer's authorized use of the Service or other services licensed by Customer from WebMD Ignite.

5.6. Restrictions: Customer will not (and will not allow any third party to): (a) rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (b) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated in the Order Form or applicable Work Order); or (c) use the Service to create any other product or service. Customer will use the Service only in compliance with this Agreement, the rights granted hereunder, and in accordance with all applicable laws and regulations.

5.7. Survival: The rights and obligations of the Parties in Section 5.5 of these additional terms shall survive termination or expiration of an Agreement.

6. API Service Additional Terms. The terms of this Section 6 apply only to the API Service.

6.1. License: WebMD Ignite grants Customer a limited, non-sublicensable, non-exclusive license to access and use the API Service in conjunction with a related service included on its Order Form. Nothing herein shall restrict Customer from providing access to the API Service to its contractors, under written agreement with Customer, for the sole purpose of exercising Customer's rights and performing its obligations hereunder, provided that Customer is responsible for all acts and omissions of such contractors in their use of the API Service.

6.2. Description and Restrictions: The API Service consists of programmatic web APIs, interface definitions, generated code libraries and associated tools (as may be more specifically described in the API Service Technical Documentation) hosted on computers owned or operated by WebMD Ignite and accessible via the Internet, which will allow: (a) Customer to execute certain call functions made available by WebMD Ignite and display certain data licensed under an order form ("Content") to Customer-owned and operated websites or applications or other third-party applications (collectively, "Applications"), if applicable, and to the extent agreed in the Order Form or Work Order, a WebMD Ignite-developed and hosted landing page, platform, application or service that may be linked from the Application and licensed under a separate WebMD Ignite service and (b) Customer to execute certain push functions, if and to the extent made available by WebMD Ignite, to transmit Customer data to WebMD Ignite as "Customer Materials" to be used in accordance with the limited license granted in Section 1.4 above. WebMD Ignite reserves the right to modify the API Service and to release subsequent versions upon 30 days written notice. Customer may be required to obtain and use the most recent version of the API Service in order to maintain functionality of the Application. For the purpose of accessing and using the API Service, WebMD Ignite will provide a unique API key. Customer will be issued one or more unique security keys, tokens, passwords and/or other credentials

(collectively, "Keys"), for accessing the API Service. Customer may only access the API Service with the Keys issued to Customer by WebMD Ignite. Access may not always be available. is subject WebMD IgnitePlatform Performance SLA. Customer may not sell, transfer, sublicense or otherwise disclose Customer's Keys to any other party or use them with any other Application not otherwise agreed in an Order Form. Customer is responsible for maintaining the secrecy and security of the Keys. Customer is fully responsible for all activities that occur using the Keys, regardless of whether such activities are undertaken by Customer or a third party. Without limiting other restrictions in this Agreement, Customer agrees that: (i) the API Service, any other WebMD Ignite services, applications, or platforms, and Content may not be used in connection with Applications not otherwise agreed in the Order Form; (ii) it will not offer or promote services that may be damaging to, disparaging of, or otherwise detrimental to WebMD Ignite or its licensors; (iii) it will canonical source reference Content and all other information made available through the API Service solely to WebMD Ignite; and (iv) the API Service and Content may not be used for or to create offline databases or reproductions, in whole or in part. Notwithstanding anything herein to the contrary, Customer may cache Content accessed by a user through the Application only during a single browser session and for a period not to exceed 30 minutes after a user goes idle during such single, active user browser session, after which, Customer shall delete and otherwise clear all cached Content in any and all forms. WebMD Ignite may limit the number of network calls that the Application may make via the API Service, and/or the maximum file size, and/or the maximum Content that may be accessed via the API Service. WebMD Ignite may utilize technical measures to prevent over-usage and/or stop usage of the API Service by an Application: (i) after any usage limitations are exceeded; (ii) if WebMD Ignite, in its sole discretion, determines that continued use of the API Service by Customer poses a security risk to the API Service or any component thereof; (iii) if Customer's use of the API Service may subject WebMD Ignite or its third party licensors to liability; or (iv) in the event Customer is in breach of any of its rights or obligations under the Agreement.

- 6.3. Attribution:** Subject to the license granted to the WebMD Ignite Marks in Section 6.7 below, Customer must clearly and conspicuously attribute the source of all Content delivered to Customer in accordance with Subsection 6.2(a) as received from WebMD Ignite through the API Service for display within an Application with the prominent display of the words "Powered By WebMD Ignite" and/or a Powered By WebMD Ignite logo or other logo of WebMD Ignite's designation. Each such attribution shall include a hyperlink directing users to a page on WebMD Ignite's website as designated by WebMD Ignite. Customer may not modify, obscure, delete or otherwise disable the functioning of such hyperlinks. Similarly, Customer may not modify, obscure or delete the text, images, artwork, logos, copyrights or similar proprietary notices or other aspects of any Content that Customer accesses via the API Service, except that, with respect to graphic images, Customer may re-size such images while maintaining the same relative proportions of such image. If Customer displays the Content in a way that WebMD Ignite or, where applicable, a third-party provider of such Content to WebMD Ignite, finds unacceptable for any reason, including if such display violates this Agreement or it disparages, damages, tarnishes or impairs the value, integrity or goodwill of the Content or its subjects therein, WebMD Ignite may require that Customer immediately change or cease display of such Content. Customer

acknowledges and agrees that WebMD Ignite has no obligation to monitor the Content.

- 6.4. Appropriate Conduct and Usage Restrictions:** Customer agrees that it is responsible for its own conduct while using the API Service and for any consequences thereof. In addition to the other restrictions contained in this Agreement, and unless otherwise agreed in an Order Form, Customer agrees that when using the API Service it will not, directly or indirectly, take or enable another to take any of the following actions: interfere with or disrupt services or servers or networks connected to the API Service, or disobey any requirements, procedures, policies or regulations of networks connected to the API Service; use the Content for any illegal or unauthorized purpose; circumvent or modify any Keys or other security mechanism employed by WebMD Ignite or the API Service; imply inaccurate creation, affiliation, sponsorship or endorsement of Customer or the Application by WebMD Ignite or of the Content as Customer's own; use any robot, spider, site search/retrieval application or other device to retrieve, save, cache (except as permitted in Section 6.2 above), download or index any portion of the Content; or transmit any viruses, worms, defects, Trojan horses or any items of a destructive nature
- 6.5. Support:** Except as otherwise agreed in the Order Form, WebMD Ignite has no obligation to provide Customer or its users with support, software upgrades, enhancements or modifications to the API Service. Customer understands and agrees that Customer is solely responsible for providing Support and any other technical assistance for the Application. WebMD Ignite may redirect users and potential users of the Application to Customer for purposes of support.
- 6.6. Customer Ownership:** Customer represents and warrants that: (i) the Application is Customer's original work or was legally obtained; and (ii) its use of the Application will not violate any third party's rights. Except to the extent the Application and/or its content displays WebMD Ignite's Content, WebMD Ignite claims no ownership or control over the Application. Customer acknowledges and agrees that WebMD Ignite may be independently creating applications, content and other products or services that may be similar to or competitive with the Application and its content, and nothing in this Agreement will be construed as restricting or preventing WebMD Ignite from creating and fully exploiting such applications, content and other items, without any obligation to Customer.
- 6.7. License for WebMD Ignite Marks.** Subject to the terms and conditions in, and during the Term of this Agreement, WebMD Ignite grants Customer a limited, nonexclusive, revocable, non-sublicensable and non-transferable license to display the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands of WebMD Ignite (cumulatively, the "WebMD Ignite Marks") in accordance with this Agreement and any trademark guidelines that WebMD Ignite may develop and maintain, provided such guidelines are made available to Customer, and solely for attributing the source of the API Service and/or the Content, and for the purpose of promoting or advertising that Customer uses the Content in the Application. All use by Customer of the WebMD Ignite Marks (including any goodwill associated therewith) shall inure to the benefit of WebMD Ignite. In using the WebMD Ignite Marks, Customer may not do the following: use a WebMD Ignite Mark in any manner that implies a relationship or affiliation with, sponsorship or endorsement by WebMD Ignite, other than Customer's licensed right to use the API Service or Content; use a WebMD Ignite Mark to disparage WebMD Ignite, its products or services; use

WebMD Ignite Mark in a way that tarnishes, dilutes or otherwise impairs the WebMD Ignite Marks; use a WebMD Ignite Mark on Customer's site if it contains or promotes illegal actions or activities; use a WebMD Ignite Mark in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to WebMD Ignite; or remove, obscure, distort or alter any element of a WebMD Ignite Mark.

6.8. Survival: The rights and obligations of the Parties in Section 6.6 shall survive termination or expiration of an Agreement.

7. COD 10 Additional Terms. The terms of this Section 7 apply only to the COD 10 Service.

7.1. Project Plan: As part of the Service, WebMD Ignite will develop a Customer-specific project plan to be delivered following execution of an Agreement (each a "Project Plan"). Upon execution of such Project Plan by the Parties, the Project Plan shall automatically become an addendum to the Agreement and shall become binding upon the parties and subject to the terms of the Agreement.

7.2. Customer's Obligations: Customer and its Affiliates shall respond promptly to any WebMD Ignite request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, including develop the Project Plan, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service and develop the Project Plan, in a timely manner, and ensure that it is complete and accurate in all material respects. If and to the extent that WebMD Ignite's performance of its obligations under an Agreement is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite's reasonable control, including delays or errors caused by Customer's, or its Affiliates' failure to provide, or provision of inaccurate or incomplete, Customer Materials, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or liable for any costs, charges or losses sustained or incurred by Customer or its Affiliates. For the purpose of accessing and using the Service, WebMD Ignite will provide unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the Service. Customer may only access the Service with the Keys issued to Customer by WebMD Ignite. Customer may not sell, transfer, sublicense or otherwise disclose Customer's Keys to any other party. Customer is responsible for maintaining the secrecy and security of the Keys. Customer is fully responsible for all activities that occur using the Keys, regardless of whether such activities are undertaken by Customer or a third party.

7.3. Service Availability: The Service shall be available in accordance with the [WebMD Ignite Platform Performance SLA](#), the terms of which may be changed or modified by WebMD Ignite in its sole discretion and upon notice to Customer.

7.4. License: WebMD Ignite grants Customer a nonexclusive, non-transferable, right and license, without the right to sublicense, for the number of Authorized Users indicated in the Order Form to access and use the Service for Customer's internal business purposes only.

7.5. Additional Content. To the extent additional third-party content is included as part of a Service in an Order Form, such content shall be subject to the following third party terms and conditions as applicable:

Staywell

Adam Content



- 7.6. Restrictions:** Customer will not (and will not allow any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (b) modify, translate, or create derivative works based on the Service; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (d) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated in the Order Form or applicable Work Order); (e) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (f) use the Service to create any other product or service. Customer will use the Service only in compliance with this Agreement, the rights granted hereunder, and in accordance with all applicable laws and regulations.
- 7.7. Sensitive Data and Covered Functions:** Customer acknowledges and agrees that forms created using the Service do not provide for the secure transmission or storage of data and that WebMD Ignite accepts no responsibility for any content entered into such forms. Customer shall not use the Service to collect or store or add fields to forms that permit the collection or storage of sensitive or confidential information, including without limitation PHI, patient data, social security numbers, or credit card numbers. Customer accepts all responsibility for content, transmission, or storage related to such forms. The following functions of the Service shall be subject to the terms of the BAA, and Customer shall not use the Service to exchange PHI outside of such functions: (a) Appointment Request as provided via the Provider Directory Healthcare Content App; and (b) Event Registration as provided via the Events Management Healthcare Content App.
- 7.8. Survival:** The rights and obligations of the Parties in Section 7.7 shall survive termination or expiration of an Agreement.
- 8. Unified Lead Management Additional Terms.** The terms of this Section 8 apply only to the Unified Lead Management Service.
- 8.1. Customer's Obligations:** Customer and its Affiliates shall respond promptly to any WebMD Ignite request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service, in a timely manner, and ensure that it is complete and accurate in all material respects. If and to the extent that WebMD Ignite's performance of its obligations under an Agreement is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite's reasonable control, including delays or errors caused by Customer's, or its Affiliates' failure to provide, or provision of inaccurate or incomplete, Customer Materials, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or liable for any costs, charges or losses sustained or incurred by Customer or its Affiliates. For the purpose of accessing and using the Service, WebMD Ignite will provide unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the Service. Customer may only access the Service with the Keys issued to Customer by WebMD Ignite. Customer may not sell, transfer, sublicense or otherwise disclose Customer's Keys to any other party. Customer is responsible for maintaining the secrecy and security of the Keys.

Customer is fully responsible for all activities that occur using the Keys, regardless of whether such activities are undertaken by Customer or a third party.

8.2. License: WebMD Ignite grants Customer a nonexclusive, non-transferable, right and license, without the right to sublicense, for the number of Authorized Users indicated in the Order Form to access and use the Service for Customer's internal business purposes only.

8.3. Restrictions: Customer will not (and will not allow any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (b) modify, translate, or create derivative works based on the Service; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (d) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated in the Order Form or applicable Work Order); (e) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (f) use the Service to create any other product or service. Customer will use the Service only in compliance with this Agreement, the rights granted hereunder, and in accordance with all applicable laws and regulations.

9. Healthtools Additional Terms. The terms of this Section 9 apply only to the Healthtools Service. The Healthtools Service includes the applicable tools described in the product documentation and agreed in an applicable Order Form. The Service also includes access to the Healthtools Platform as well as certain reports made available through the platform ("Reports")

9.1. Customer Obligations. Customer and its Affiliates shall respond promptly to any WebMD Ignite request to provide direction, information, authorizations or approvals that are reasonably necessary for WebMD Ignite to perform the Service, and provide access to such Customer Materials or information as WebMD Ignite may reasonably request in order to perform the Service, in a timely manner, and ensure that it is complete and accurate in all material respects. Customer further agrees to attend training and best practices webinars and participate in planning and strategy meetings as necessary. If and to the extent that WebMD Ignite's performance of its obligations under an Agreement is prevented or delayed by any act or omission of Customer, its Affiliates, or their agents, subcontractors, consultants or employees outside of WebMD Ignite's reasonable control, including delays or errors caused by Customer's, or its Affiliates' failure to provide, or provision of inaccurate or incomplete, Customer Materials, or otherwise fails to perform any obligation under this Section 9.1, WebMD Ignite shall not be deemed in breach of its obligations under an Agreement or liable for any costs, charges or losses sustained or incurred by Customer or its Affiliates. For the purpose of accessing and using the Service, WebMD Ignite will provide unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the Service. Customer may only access the Service with the Keys issued to Customer by WebMD Ignite. Customer may not sell, transfer, sublicense or otherwise disclose Customer's Keys to any other party. Customer is responsible for maintaining the secrecy and security of the Keys. Customer is fully responsible for all activities that occur using the Keys, regardless of whether such activities are undertaken by Customer or a third party

9.2. Service Availability: The Service may be changed or modified by WebMD Ignite in its sole discretion and upon notice to Customer.

- 9.3. Restrictions:** Customer will not (and will not allow any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (b) modify, translate, or create derivative works based on the Service; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (d) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated in the Order Form or applicable Work Order); (e) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (f) use the Service to create any other product or service. Customer will use the Service only in compliance with this Agreement, the rights granted hereunder, and in accordance with all applicable laws and regulations.
- 9.4. License:** WebMD Ignite grants Customer a nonexclusive, non-transferable, right and license, without the right to sublicense, for the number of Authorized Users indicated in the Order Form to access and use the Service for Customer's internal business purposes only. WebMD Ignite further grants Customer a nonexclusive, non-transferable, right and license, without the right to sublicense, to access and use the Reports for marketing purposes on one (1) Customer-branded website for each Included Hospital and each specified subcategory (as agreed in an applicable Order Form). WebMD Ignite owns and retains all right, title and interest in any work product or Reports developed as a result of the Service.
- 9.5. Disclaimer of Warranty:** Customer acknowledges and agrees that the Service is not intended to replace professional medical advice and are not intended to diagnose the existence of a specific disease. Accordingly, WEBMD IGNITE HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ITS RESULTS, ACCURACY, TIMELINESS OR COMPLETENESS OF INFORMATION. Survival: The rights and obligations of the Parties in Section 9.3 of these additional terms shall survive termination or expiration of an Agreement.
- 9.6. Survival:** The rights and obligations of the Parties in Section 9.5 shall survive termination or expiration of an Agreement.