



MASTER SERVICES AGREEMENT

RECITALS

Ruvos provides managed technology services and solutions designed to enhance the efficiency, security, and operational capabilities of organizations that engage with healthcare data while complying with all applicable regulations and industry standards.

Ruvos has developed and maintains a comprehensive suite of Managed Service Lines to support healthcare organizations in their technical operations, data management, security needs, and regulatory compliance requirements. These services are delivered in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information.

Client desires to utilize Ruvos's Services to enhance their operational capabilities while maintaining the security and privacy of their data, as allowed by applicable law.

For good and valuable consideration, the receipt and sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1. Agreement.

The term "Agreement" shall mean this Master Service Agreement.

1.2. Ruvos Services.

The term "Ruvos Services" means the software and technical services that Ruvos is delivering to Client, as identified in the applicable Contract.

1.3 Ruvos Information Networks.

The term "Ruvos Information Networks" means any electronic networks either accessed or developed, implemented, or maintained by Ruvos for the exchange of health care data, and identified in the applicable Contract. Ruvos Information Networks may include, but are not limited to, public health registries, clinical data exchange, secure messaging, electronic faxing, electronic scanning, patient portal, system interfacing, electronic notifications, electronic image exchange, and electronic referral services.

1.4. Associated Software.



The term "Associated Software" means software Ruvos may provide Client access to as part of Ruvos Services (i.e., beyond a web browser) which may be necessary to use Ruvos Services, as more particularly described in the Contract.

1.5. Authorized Representative.

The term "Authorized Representative" shall mean an individual designated by a Client to represent Client and identified on the Contract.

1.6. Authorized User.

The term "Authorized User" shall mean individuals, i.e., natural persons, designated by a Client in accordance with this Agreement to access and use Ruvos Services on behalf of the Client.

1.7. Business Associate Agreement.

The term "Business Associate Agreement" refers to the business associate agreement, in the form attached to the Contract as Exhibit A, to be executed by Client and Ruvos.

1.8. Effective Date.

The term "Effective Date" shall mean the date on which the parties approve Client's receipt of Ruvos Services, as approval is signified by the full execution of the applicable Contract.

1.9. HIPAA.

The term "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 CFR Parts 160, 162, and 164.

1.10. HITECH Act.

The term "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder from time to time.

1.11. Client.

The term "Client" shall mean the organization identified in the applicable Contract.

1.12. Client as Participant.

The term "Client as Participant" shall mean a Client that is approved to exchange applicable data through Ruvos Information Networks in accordance with the procedures described in this Agreement, the Contract, and, potentially, other documentation governing the Ruvos Information Networks. For the avoidance of doubt, all terms and conditions applicable to a Client, are also applicable to Client as Participant, and vice versa. However, once a Client becomes a Client as Participant additional terms



and conditions apply as described in the Contract, and, potentially, other documentation governing the Ruvos Information Networks.

1.13. party or parties.

The term "party" or "parties" shall mean the parties to the applicable Contract, Ruvos and Client.

1.14. Client's Required Hardware and Software.

The term "Client's Required Hardware and Software" is defined in Section 9.3.

1.15. Protected Health Information ("PHI").

The term Protected Health Information ("PHI") shall have the meaning ascribed to it by 45 CFR 160.103, and shall include but not be limited to written or electronic information relating to the diagnosis, treatment, tests, prognosis, admission, discharge, transfer, prescription, claims, and/or other data or information implicitly or explicitly identifying a patient to whom items or services are provided by a Client, which information is provided, stored, or accessed by a Client in connection with Ruvos Services.

1.16. Contract.

The term "Contract" shall mean an agreement between Ruvos and a Client that outlines the Ruvos Services and, potentially, other information. By its agreement to the Contract, Client agrees to comply with the terms and conditions of this Master Service Agreement.

2. REGISTRATION REQUIREMENTS FOR CLIENT AS PARTICIPANT.

2.1. Registration Required.

Client must be registered with Ruvos as a Client as Participant in order to access Ruvos Information Networks. A Client may be registered to use some or all of Ruvos Information Networks, as approved pursuant to that Client's Contract, this Agreement, and the governing documentation of the Ruvos Information Networks.

2.2. Registration as a Client as Participant

In order for an organization to become a Client as Participant, the following conditions must be met:

- (a) Execution of Contract. Client must submit a completed Contract, which establishes eligibility for participation in Ruvos Information Networks.
- (b) Written Authorization. Client must provide explicit written authorization requesting access to specific Ruvos Information Networks.
- (c) Classification. Client must register under an approved participant classification as specified in the Contract.



(d) Network Agreements. Client must execute any additional network-specific agreements required for participation in selected Ruvos Information Networks.

(e) Acceptance. Ruvos must accept both the Contract and the specific network participation request.

By submitting a Contract and network participation request, Client expressly indicates its agreement to be bound by this Agreement and any applicable Ruvos Information Network-specific terms and conditions. Clients acknowledge that available networks, access methods, and participation requirements may change over time as technology and healthcare information exchange capabilities evolve.

2.3. Client as Participant Classification.

Each Client as Participant shall register to participate in one of the following participant classifications:

- (a) Covered Entity;
- (b) Government Health Care Entity;
- (c) Health Care Provider;
- (d) Government Agency;
- (e) Public Health Authority;
- (f) Individual Access Services (IAS) Providers; or
- (g) Such other classifications as may be created by Ruvos.

2.4. Review of Contract.

Ruvos shall review each Contract, conduct any related evaluation activities, including but not limited to the licensure standing of any individual provider or entity, and approve or disapprove each Client as Participant in accordance with Ruvos's then-existing policies and procedures. Such approval shall be in Ruvos's reasonable discretion. Ruvos shall not be required to approve any Client as Participant, however approval will not be denied without good cause, as reasonably determined by Ruvos. For example purposes only, any applications from providers or entities that are currently excluded from participation in any state or Federal health care benefit program shall automatically be denied.

2.5. Acceptance of Contract for Client as Participants.

Ruvos's shall accept the Client as Participant, by execution of the Contract. The Client as Participant shall not be permitted to access Ruvos Information Networks until its Contract has been accepted.

2.6 Compliance with Registration

Ruvos shall administer Client as Participants' access to Ruvos Information Networks and may delegate responsibilities related to such to one or more subcontractors. Consistent with its obligations, Ruvos shall obtain assurances from its subcontractors that only specifically authorized representatives of the subcontractor shall be granted access to Ruvos Information Networks in connection with the subcontractor's responsibilities. Ruvos shall require each of its subcontractors that have access to Ruvos Information Networks, or the data therein, to enter into an agreement containing substantially



similar terms to those set forth in that certain Business Associate Agreement between Ruvos and Client as Participant.

3. AUTHORIZED USERS FOR CLIENT AS PARTICIPANT.

3.1 Identification of Authorized Users.

Client as Participant shall provide Ruvos with a list, in a medium and format approved by Ruvos, identifying all of Client as Participant's "Authorized Users," together with the information and any items required regarding Authorized Users pursuant to the Client as Participant's Contract. Said list may be updated from time to time by the Client as Participant by providing written notice to Ruvos. This list shall enable Ruvos to establish a unique identifier for each Authorized User, among other uses. Client as Participant shall immediately notify Ruvos, but no less than within 72 hours of termination of employment or affiliation of an Authorized User of Client as Participant and shall immediately terminate the former Authorized User's access to Ruvos Services and, to the extent possible, Ruvos Information Networks. Following receipt of notice from the Client as Participant, Ruvos shall take actions required to terminate the individual's access to Ruvos Information Networks. Client as Participant shall be solely liable for any acts or omissions related to its failure to properly terminate a former Authorized User's access and/or failing to notify Ruvos within the appropriate time frame; provided, however, that Client as Participant shall not be liable for any damages directly or indirectly arising from or relating to acts or omissions by Ruvos and/or any subcontractor thereof in terminating the individual's access following proper notice by Client as Participant hereunder.

3.2 Passwords and Other Security Mechanisms.

Based on the information provided by Client as Participant for its Authorized Users, Ruvos shall issue a user identifier and other security measures required by Ruvos from time to time, to each Authorized User. Upon issuance by Ruvos of a user identifier and other security measures to the Client as Participant, the Authorized User shall be authorized to access Ruvos Information Networks and use Ruvos Services consistent with the rights of Client as Participant under its Contract and other documentation and the Authorized User's role(s) for the Client as Participant. If Ruvos provides the user identifier and any other security measure(s) to the Client as Participant for implementation with Client as Participant's Authorized Users, the Client as Participant shall be responsible for and oversee the implementation and use of the user identifier and any other measures appropriate to the Authorized User. Any violation by an Authorized User of this Agreement shall be cause for suspension or termination of the Authorized User's access to Ruvos Information Networks and use of Ruvos Services. Client as Participant shall notify Ruvos of the removal of an Authorized User from its list of Authorized Users within 72 hours of such removal. Client as Participant shall take such actions as are appropriate to terminate the individual's access to Ruvos Information Networks and Ruvos Services. Following receipt of notice from the Client as Participant, Ruvos shall take the actions required to terminate the individual's access to Ruvos Information Networks and Ruvos Services described in Section 3.1.

3.3 No Use by Other than Authorized Users.



Client as Participant agrees to restrict access to Ruvos Information Networks and Ruvos Services, to only those Authorized Users identified by Client as Participant to Ruvos in accordance with Section 3.1.

3.4 Responsibility for Conduct of Client as Participant and Authorized Users.

Client as Participant shall be solely responsible for all acts and omissions of the Client as Participant and jointly and severally liable for all acts and omissions of the Client as Participant's Authorized Users and all other individuals who access Ruvos Information Networks and use Ruvos Services either through the Client as Participant or by use of any password, identifier, mechanism, or log-on received or obtained from the Client as Participant or any of the Client as Participant's Authorized Users; provided, however, that in no event shall Client as Participant be liable for damages directly or indirectly arising out of or resulting from the acts or omissions of Ruvos and/or any of its subcontractors.

3.5 Access Reporting to Client as Participant.

Upon request, Ruvos shall work with Client as Participant to provide details of accesses to the Client as Participant's PHI as required by contracted Ruvos Information Networks. Additional detail about a Client as Participant's own PHI may be obtained by a Client as Participant as made available by Ruvos.

4 DATA USE RIGHTS AND OBLIGATIONS FOR CLIENTS AS CLIENT AS PARTICIPANTS.

4.1 Data Ownership

Ruvos Information Networks are composed of conveyance and aggregation software which does not alter or modify the meaning of PHI or data that is transmitted or received via Ruvos Services, except as such is required by applicable law. Specifically, access to Ruvos Information Networks provide properly authorized Client as Participants with access to unified electronic views of available patient data. The Parties explicitly agree that neither Ruvos, nor any subcontractor thereof, has any ownership rights whatsoever to the data submitted by a Client as Participant, residing in Ruvos Information Networks or other such data otherwise made available to Ruvos by Client as Participant as a result of the Parties relationship pursuant hereto, including, without limitation, any and all PHI, patient lists, audit logs or audit information, pharmacy, admissions, laboratory, diagnostic, treatment, or financial. All data submitted by each Client as Participant or in any repository maintained on behalf of such Client as Participant is the data of the Client as Participant that provided such data. Neither Ruvos, nor any subcontractor thereof, shall have any right to use the data, except as provided in an agreement between the parties. Excepting the foregoing, Ruvos may collect and use technical information for the limited purposes of improving Ruvos's products or to provide Client as Participant with customized services or technologies. The parties explicitly acknowledge and agree that this Section 4.1 is of the essence of the Agreement between the parties, and any breach by Ruvos, or any subcontractor thereof, of the terms hereof shall be deemed a material breach of this Agreement. This Section 4.1 shall survive the termination of this Agreement and shall remain in full force and effect thereafter.

4.2 Grant of Rights.



Ruvos grants to each Client as Participant a non-exclusive, nontransferable, limited right to access and use, and allow its Authorized Users to access and use, Ruvos Information Networks and Ruvos Services consistent with the Client as Participant's Contract and subject to the Client as Participant's full compliance with this Agreement. Ruvos retains all other applicable rights to Ruvos Information Networks, Ruvos Services, and all components thereof. No Client as Participant shall obtain any rights to Ruvos Information Networks except for the limited rights to use Ruvos Information Networks requested by the Client as Participant in its Contract and as expressly granted by this Agreement.

4.3 Permitted Uses.

Client as Participant may use Ruvos Information Networks and Ruvos Services only for the permitted uses described in this Agreement, an applicable Contract, an applicable agreement governing the Ruvos Information Networks, and as allowed by applicable law including, but not limited to, the HIPAA privacy and security regulations. Further a Client as Participant shall specifically not use or permit the use of Ruvos Information Networks or Ruvos Services for any prohibited use not authorized in the Client as Participant's Contract.

4.4 Prohibited Uses.

Without limiting the prohibition against any use not permitted under Section 4.3 above, Client as Participant agrees that the following uses are prohibited:

(a) No Services to Third Parties. Client as Participant agrees to limit its use of Ruvos Information Networks and Ruvos Services only for the Client as Participant's own account, and shall not allow access to any third parties or use any part of Ruvos Information Networks or Ruvos Services to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services, data processing services, or equivalent services to a third party.

(b) No Use for Comparative Studies. Client as Participant shall not use Ruvos Information Networks or any Ruvos Services (i) to aggregate data to compare or analyze the performance of other Client as Participants, or (ii) otherwise utilize data of other participants for purposes not expressly approved under this Agreement.

(c) Marketing. Client as Participant shall not use Ruvos Information Networks or any Ruvos Services for purposes of marketing health services or products.

4.5 Training.

Client as Participant shall provide appropriate and adequate training to all of the Authorized Users to familiarize them with their obligations pursuant to their use of Ruvos Information Networks. In addition, Client as Participant represents that it has trained its workforce in the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of health information, including without limitation requirements imposed under HIPAA.

4.6 No Medical Advice



Client as Participant agrees and acknowledges that Ruvos does not offer medical advice through Ruvos Information Networks or Ruvos Services. Any data accessed through Ruvos Information Networks or Ruvos Services is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects.

4.7 Reporting Fraudulent Activity or Inappropriate Site Usage or Behavior

Should Client as Participant become aware of or suspect fraudulent or unlawful activity or any other activity that threatens the security of Ruvos Information Networks, its content, operations or any part thereof, or appears to be a misuse or unauthorized access to any confidential or medical information, Client as Participant agrees to immediately report the activity to Ruvos.

4.8 Reporting Certain Abuses to Law Enforcement Authorities; Legal Process and Notifications

Ruvos reserves the right to report to local, national or international law enforcement agencies abuse and violations of this Agreement, including, without limitation, those that may compromise the safety of Client as Participants or Authorized Users or the subjects of information sent through Ruvos Information Networks. Except as otherwise provided herein, nothing in this Agreement shall be construed to prohibit or restrict Ruvos from complying with any applicable laws, law enforcement requests, subpoenas, legal requirements and legal reporting obligations relating to Client as Participant's or another Client as Participant's use of Ruvos Information Networks. In the event that Ruvos receives law enforcement requests related to a Client as Participant's use of Ruvos Information Networks or a Client as Participant's data (collectively, the "Client as Participant's Information"), Ruvos agrees, to the extent not prohibited by applicable law, to provide prompt notice to the subject Client as Participant of any such law enforcement requests. If Ruvos is requested or required as a result of a judicial or regulatory proceeding (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Client as Participant's Information, Ruvos agrees to provide Client as Participant with prompt notice thereof so that Client as Participant may seek an appropriate protective order and cooperate in Ruvos's efforts with respect thereto. If, in the absence of a protective order, Ruvos is compelled as a matter of law to disclose any portion of Client as Participant's Information, Ruvos may disclose to the person or entity compelling disclosure only the portion of Client as Participant's Information that is required by law to be disclosed (in which case, prior to such disclosure, Client as Participant will be advised and consulted as to such disclosure and the nature and wording of such disclosure) and Ruvos will use all reasonable efforts to obtain confidential treatment therefor.

5 PROVISION OF DATA FOR CLIENTS AS PARTICIPANTS.

5.1 Provision of data.

Client as Participant may provide the data to be used and/or appropriately disclosed through Ruvos Information Networks. Client as Participant represents and warrants that, to the best of its knowledge, storing, providing or transmitting data, including without limitation PHI, on or through Ruvos Information Networks does not violate any rights, including without limitation copyrights, of any third parties. Further Client as Participant represents and warrants that it is authorized or otherwise allowed



by applicable law to store, provide or transmit data, including without limitation PHI, on or through Ruvos Information Networks. Ruvos represents and warrants to Client as Participant that any data provided by Client as Participant and stored in Ruvos Information Networks or Ruvos Services will be stored in such a manner that includes commercially reasonable security precautions and otherwise complies with applicable federal and state laws, including, without limitation, HIPAA and its privacy regulations and security regulations (as defined therein), and the HITECH Act.

5.2 Measures to Assure Accuracy of data.

Client as Participant shall use reasonable efforts to ensure that all data, including without limitation PHI, it provides to Ruvos Information Networks is accurate, free from serious error, reasonably complete, and provided in a timely manner.

5.3 License.

Subject to the terms and conditions of this Agreement, the Client as Participant grants to Ruvos a perpetual, fully-paid, worldwide, non-exclusive, royalty free right and license (a) to sub-license and/or otherwise permit other participants to access through Ruvos Information Networks and use all PHI provided by the Participant pursuant to this Agreement and applicable law, and (b) to use such PHI to carry out Ruvos's duties under this Agreement, including without limitation system administration, testing, problem identification and resolution, management of Ruvos Information Networks, and otherwise as Ruvos determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state and local laws and regulations. Ruvos shall also have such right and license with respect to data other than PHI submitted by Participant, subject to any express limitations pertaining to such data contained in the Participant's Contract and/or this Agreement.

5.4 Limitations on Use of PHI.

Data, including without limitation PHI, provided by a Client as Participant hereunder shall not be used for any purpose other than one expressly permitted under this Agreement. Without limiting the foregoing, neither Client as Participant, nor Ruvos, shall make uses of the data or other Client as Participant's data prohibited by this Agreement or by applicable law, and Ruvos shall contractually obligate all other participants to the same restrictions on use of the data or other participant's data.

6 SOFTWARE PROVIDED BY RUVOS.

6.1 Description.

Ruvos may provide Client with access to, or provide in fact, Associated Software. If applicable, such Associated Software is described in the Contract.

6.2 Grant of License.

Ruvos grants to each Client a non-exclusive, personal, nontransferable, limited license to use the Associated Software for access to or use of Ruvos Services. Such grant of license is contingent upon



Client's ongoing adherence to the terms and conditions of this Agreement. To the extent Ruvos's license or rights in any Associated Software are subject to an agreement with or grant from any third party, the license and rights received by Client are expressly subordinate to and limited to the extent of such license and rights of Ruvos received from the third party. If, for any reason, the license or rights of Ruvos provided by a third party are limited or terminated, the rights of Client shall also be so limited or terminated.

6.3 Restrictions on Use

Client agrees that the Associated Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except for information provided by Client all content on Ruvos Services is the intellectual property of Ruvos. The Associated Software is owned by or licensed to Ruvos and is protected by applicable law, including but not limited to copyright laws.

6.4 Modifications; Derivative Work.

Client shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the Associated Software or Ruvos Services, or to create any derivative works from the Associated Software or Ruvos Services. Client shall not modify the Associated Software or combine the Associated Software with any other software or services not provided or approved by Ruvos.

6.5 Third-Party Software and/or Services.

The Associated Software may include certain third-party software and services, which may require that a Client enter into separate subscription, licensing or other agreements with third-party vendors, or which may be open-source. Each Client shall execute such agreements as may be required for the use of such software or services, and to comply with the terms of any license or other agreement held by Ruvos from third parties, and any open-source or similar licenses, relating to third-party products included in Associated Software.

6.6 Reservation of Rights and Ownership.

The Associated Software is being licensed, not sold to Client. Ruvos reserves all rights not expressly granted to Client in this Agreement. This license does not grant Client any rights to Ruvos's intellectual property.

6.7 Links

Ruvos may provide, or third parties may provide, links to other World Wide Web sites or resources. Ruvos has no control over such sites and resources. Client agrees that Ruvos is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, or other materials on such sites. Ruvos provides these links and access to third-party sites and services, if authorized, only as a convenience, and the inclusion of any link or access does not imply any endorsement by Ruvos of the third-party site or service.



6.8 Media Elements

The Associated Software may include certain photographs, clip art, shapes, animations, sounds, music and video clips that are identified in the Associate Software as media elements. Client may copy the media elements, display and distribute them, including elements on Client's web sites, but Client is not licensed to sell, license or distribute copies of the media elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the media elements, or create obscene or scandalous works.

6.9 Documentation

The proprietary documentation that governs the Associated Software is available to Client upon Client's request, and is licensed for internal, non-commercial purposes only. Client is not licensed or in any way authorized to sell, resell, license, rent, lease, lend, or otherwise transfer for value, the documentation, or distribute the documentation as part of any product or service.

6.10 Templates

The Associated Software may include document templates. Client is not licensed or in any way authorized to sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates, or distribute the templates as part of any product or service.

6.11 Internet-Based Services.

Client may not use any Ruvos internet-based services associated with the Associated Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other third party's use and enjoyment of them. Client may not attempt to gain unauthorized access to any service, account, computer system or network associated with Ruvos's internet-based services.

7 TERM AND TERMINATION.

7.1 Term.

The initial term of this Agreement shall be for a period described in the Contract (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive periods commensurate with the Initial Term unless terminated in accordance with the provisions of this Agreement.

7.2 Termination Without Cause.

Client may terminate the Contract and this Agreement at any time AFTER THE INITIAL TERM set forth in the applicable Contract without cause by giving thirty (30) day written notice of that termination to Ruvos.

7.3 Client's Right to Terminate the Contract and this Agreement For Cause.



Notwithstanding any other provisions of this Section 7 to the contrary, and except as otherwise provided in Section 13.2(c), Client may immediately terminate the Contract and this Agreement in the event that Client has provided written notice describing a material breach of the Contract and this Agreement by Ruvos and Ruvos fails to cure such breach to the reasonable satisfaction of Client within fifteen (15) days of Ruvos's receipt of such notice, or immediately upon written notice in the event Ruvos breaches its obligations under the Business Associate Agreement between the parties.

7.4 Ruvos's Right to Terminate the Contract and This Agreement For Cause.

(a) Ruvos may immediately terminate the Contract and this Agreement in the event that Ruvos has provided written notice describing a breach of the Contract and/or this Agreement by Client, including without limitation, Client's failure to timely pay funds when due, and Client fails to cure such breach to the reasonable satisfaction of Ruvos within fifteen (15) days of Client's receipt of such notice.

(b) Ruvos may also terminate this Agreement and the Contract in the event of any cause beyond the reasonable control of Ruvos making it commercially impracticable and/or impossible to perform under this Agreement (a "Material Adverse Event"). In the case of such Material Adverse Event, Ruvos agrees to provide written notice to Client describing the Material Adverse Event, and its effect on Ruvos's performance. Following such notice from Ruvos, the parties agree to negotiate in good faith to revise, reform and/or restructure this Agreement, the Contract and/or the relationship among the parties in order to make the continued provision of services viable. If the parties are unable to agree, within thirty (30) days after actual knowledge is received by each party of a Material Adverse Event, on how to revise, reform and/or restructure this Agreement, the Contract and/or their relationship to be in full compliance with applicable law, this Agreement shall terminate immediately, and Ruvos and Client shall have no continuing financial or other obligations to each other except as otherwise provided in this Agreement, the Contract, and the Business Associate Agreement.

7.5 Regulatory Changes.

Should any federal or state statute, regulation, or rule, now existing or enacted or promulgated after the effective date of this Agreement and the Contract be enacted or interpreted by any court or governmental body or agency having jurisdiction over any party so as to: (a) cause this Agreement and/or the Contract to be unlawful; (b) materially and adversely affect the ability of any party to lawfully perform any provision of this Agreement and/or the Contract; or (c) materially and adversely affect the benefits anticipated by Ruvos or Client (a "Material Adverse Regulatory Event"), then and in such event Ruvos or Client may notify the other party of such change and the effect of the change. Thereafter, the parties agree to negotiate in good faith to revise, reform and/or restructure this Agreement, the Contract and/or the relationship among the parties in order to fully comply with applicable law. Any such revision, reformation, and/or restructuring shall preserve, to the fullest extent possible, the underlying economic and financial arrangements between the parties. If the parties are unable to agree, within thirty (30) days after notice is received by each party of an applicable event, on how to revise, reform and/or restructure this Agreement, the Contract and/or their relationship to be in full compliance with applicable law, this Agreement shall terminate immediately, and Ruvos and Client shall have no continuing financial or other obligations to each other except as otherwise provided in this Agreement, the Contract, and the Business Associate Agreement.



7.6 Effect of Termination.

Upon any termination of this Agreement, Client shall immediately lose any and all rights to use Ruvos Services and/or Ruvos Information Networks. Provisions of this Agreement identified in Section 7.7 (Survival Provisions) which survive termination under the terms thereof shall continue to apply to Ruvos and/or the former Client and its Authorized Users following termination. Following termination of this Agreement all data stored by Client on Ruvos Information Networks shall be maintained exclusively for the administrative and technical purposes of Ruvos Information Networks; provided, however, that the parties acknowledge and agree that any such data that is maintained shall remain the exclusive property of the former Client; provided, further, that Ruvos agrees to maintain all such data in accordance with applicable federal and state laws.

7.7 Survival Provisions.

The following provisions of this Agreement shall survive any termination of this Agreement: Sections 7.5, 10, 12, 13 & 15. In addition, the obligations contained in Section 14 for retention of insurance for a certain period of time following termination of this Agreement shall survive as well.

8 CONFIDENTIALITY AND PROTECTED HEALTH INFORMATION.

8.1 Compliance with HIPAA and Policies and Procedures.

Ruvos and Client shall comply with all applicable standards for the confidentiality, security, and use of PHI under HIPAA and the HITECH Act, and any related requirements under other applicable federal, state, and local law. Client agrees to report promptly, within 72 hours, to Ruvos any breach of the confidentiality of the PHI being transmitted, stored or received by Ruvos (e.g., a breach which is not an incidental disclosure permitted under 45 CFR 164.502(a)(1)(iii)) of which it becomes aware. The parties acknowledge and agree that any breach of this Section 8.1 by a Client or Ruvos may cause irreparable injury and damages to Ruvos or Client, as applicable, for which there is no adequate remedy at law, and as to which money damages cannot be readily ascertained. Accordingly, Ruvos and each Client hereby consents in such event to the pursuit of immediate injunctive relief against any continuing breach, without the necessity of posting bond, together with attorneys' fees and costs reasonably incurred in enforcing this provision. In the event of a breach of confidentiality involving the disclosure of an individual's unencrypted or unsecure PHI that is being transmitted, stored or received by Ruvos, Client and Ruvos shall promptly meet and determine what notification, if any, is required under 45 CFR 164.400 et seq., and 501.171, F.S., or other applicable law.

8.2 Additional Requirements.

Ruvos and each Client agree to enforce the confidentiality provisions of this Agreement by appropriately disciplining individuals within Ruvos organization or each Client's organization, as applicable, who violate the confidentiality of PHI pursuant to Ruvos or each Client's respective confidentiality and disciplinary policies. Such discipline may include, but shall not be limited to: warnings; suspensions; termination; training; or modification, suspension, or revocation of Authorized User or other privileges.



8.3 Business Associate Agreement.

Due to the nature of the services provided by Ruvos, Ruvos is considered a "Business Associate" of Client, as that term is defined in 45 CFR 160.103, and for purposes of the HITECH Act. Accordingly, the parties will enter into a Business Associate Agreement as part of the Contract.

9 OBLIGATIONS OF CLIENT.

9.1 Compliance with Laws and Regulations.

Without limiting any other provision of the Contract or this Agreement relating to the parties compliance with applicable laws and regulations, Client agrees to comply with applicable federal, state, and local laws, ordinances, and regulations relating to its use of Ruvos Services.

9.2 System Security.

Client shall implement reasonable internal security measures with respect to its computer systems the will be utilized to connect Client to Ruvos Services. Client shall also adopt and implement at least the minimum security measures required by the HIPAA security regulations.

9.3 Software and/or Hardware Provided by Client.

Unless specified otherwise in the Contract, Client shall be responsible for procuring and maintaining all equipment and software necessary for it to use Ruvos Services and provide to Ruvos all information required to be provided by Client ("Client's Required Hardware and Software"). Client's Required Hardware and Software shall conform to Ruvos' then-current specifications, as stated in the Contract. Ruvos may propose commercially-reasonable changes to the specifications from time to time and will provide Client a reasonable opportunity to comment on its ability to implement the proposed changes prior to Ruvos making a final decision to proceed with the change. If Ruvos decides to implement the change, it shall provide reasonable prior notice to Client. As part of Client's obligation to provide Client's Required Hardware and Software, Client shall be responsible for ensuring that all Client's computers to be used to interface with Ruvos Services are properly configured and maintained, including but not limited to the operating system, web browser(s), and Internet connectivity.

9.4 Viruses and Other Threats.

In providing any data to Ruvos Services, Client shall use reasonable efforts to ensure that the medium containing such data does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data which will disrupt the proper operation of Ruvos Services or any part thereof or any hardware or software used by Ruvos in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause Ruvos Services or any part thereof or any hardware, software, or data used by Ruvos or any other client in connection therewith, to be destroyed, damaged, or rendered inoperable. Client shall further use reasonable efforts to prevent unauthorized access to its computers used to access Ruvos Services, which efforts shall include, without limitation, the use of access appropriate



identification and security measures and the prompt installation of all software vendor-recommended security updates (subject to Client's standard acceptance testing).

10 RUVOS'S OPERATIONS AND RESPONSIBILITIES.

10.1 Use of Contractors.

Ruvos shall administer Ruvos Services and may delegate responsibilities related to such to one or more subcontractors. Consistent with its obligations under Section 10, Ruvos shall obtain assurances from its subcontractors that only specifically authorized representatives of the subcontractor shall be granted access to Ruvos Services in connection with the subcontractor's responsibilities. Ruvos shall require each of its subcontractors that have access to Ruvos Services, or the data therein, to enter into an agreement containing substantially similar terms to those set forth in that certain Business Associate Agreement between Ruvos and Client. Client acknowledges and agrees that access to data (including aggregate data) shall be granted to Ruvos and its subcontractors for purposes of Ruvos's functions and obligations under this Agreement, subject to the terms of the Contract, this Agreement, and the Business Associate Agreement.

10.2 Training.

Ruvos may, if requested and at additional expense to Client, provide training to personnel identified by Client to serve as internal trainers for Client and thereafter as Ruvos determines appropriate. Training will include instruction on access and use of Ruvos Services. Ruvos shall also provide such user manuals and other resources Ruvos determines appropriate to support Ruvos Services. Ruvos will work with each Client on a training plan for Client to train new or additional personnel added by Client.

10.3 Service Levels and Support.

Ruvos takes commercially reasonable measures so that Ruvos Services are available without significant interruption, except for scheduled down time needed to help maintain effective operation. However, difficulties with hardware, software, and equipment as well as services supplied by others may result in service interruptions. Ruvos shall use commercially reasonable efforts to mitigate the effects of any such service interruptions. Ruvos is not responsible for Client's Required Hardware and Software and interruptions, degradation, or downtime in Client's Required Hardware and Software are not Ruvos's responsibility.

Ruvos shall provide, by telephone, e-mail, and/or other means, support and assistance in resolving difficulties in accessing and using Ruvos Services during hours and on days as provided in the Contract.

10.4 Access Reporting to Client as Participant.

Upon request, Ruvos shall work with Client as Participant to provide details of access to the Client as Participant's PHI as required by an applicable Business Associate Agreement and documentation



governing the Ruvos Information Networks. Additional detail about a Client as Participant's own PHI may be obtained by a Participant as made available by Ruvos in accordance with an applicable Business Associate Agreement.

10.5 Health Law Compliance.

The Contract and this Agreement are at all times subject to applicable federal and state laws, rules and regulations, including, but not limited to, the Social Security Act, the rules, regulations and policies of the U.S. Department of Health and Human Services and all public health and safety provisions of state law and regulations. Ruvos maintains policies and procedures that are compliant with applicable federal and state laws, rules, and regulations.

11 FEES AND CHARGES.

11.1 Agreed-Upon Fees.

The applicable fees for the use of Ruvos Services are specified in the Contract (the "Fees").

11.2 Changes to Fee Schedule.

Changes to Fee Schedule shall be set forth in Contract.

11.3 Miscellaneous Charges.

Client also shall pay Ruvos' charges for all goods or services that Ruvos provides at Client's request that are not specified in Ruvos' then-current fee schedule ("Miscellaneous Charges"). Such Miscellaneous Charges shall be evidenced by a separate writing agreed to by the parties.

11.4 Payment.

Client shall pay all Service Fees and any Miscellaneous Charges upon receipt of invoice by Ruvos sent to Client's address as listed on Client's Contract.

11.5 Late Charges.

Fees and Miscellaneous Charges not paid to Ruvos within thirty (30) days following the due date are subject to a late charge of five percent (5%) of the amount owed and interest thereafter at the rate of one and one-half percent (1.5%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

11.6 Suspension of Service.

Failure to pay Service Fees and Miscellaneous Charges within thirty (30) days following the due date may result in suspension or termination of Client's access and/or use of Ruvos Services. A reconnection fee as shall be assessed to re-establish connection after suspension or termination due to non-payment.



11.7 Taxes.

All Fees and Miscellaneous Charges shall be exclusive of federal, state, municipal, or other government excise, sales, use, occupational, or similar taxes existing as of the date of this Agreement or enacted in the future. Client shall pay any tax that Ruvos may be required to collect or pay, now or at any time in the future, and that are imposed upon the sale or delivery of items or services provided pursuant to this Agreement.

11.8 Other Charges and Expenses.

Client shall be solely responsible for any other charges or expenses Client incurs in connection with Ruvos Services, including without limitation, telephone and equipment charges, and fees charged by third-party vendors of products and services.

12 PROPRIETARY INFORMATION.

Ruvos and Client shall comply with the terms and conditions contained in this Agreement with respect to prohibited uses and requirements for non-disclosure of confidential and proprietary information of Ruvos and Client, respectively. Ruvos agrees that no aggregate data concerning a Client's operations (e.g., data on patient volume, charges to patients or third-party payers and similar reimbursement data, or Client practice patterns) will be provided to other clients or third parties or published in any form or medium without the prior written consent of the subject Client, which consent shall be in the sole discretion of the subject Client. All such permitted uses and disclosures must be accomplished in a manner that complies with HIPAA, the HITECH Act, and other applicable law.

13 WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY.

13.1 Carrier lines.

Client acknowledges that the use of Ruvos Services and receipt of Ruvos Services is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond Ruvos' control. Ruvos assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, downtime, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Client's risk and is subject to all applicable local, state, national, and international laws.

13.2 Warranties.

(a) Confidentiality. Ruvos warrants that it will maintain, and will ensure than any of its subcontractors or agents maintain, the confidentiality of Client's data.



(b) License. Ruvos warrants that it owns or has the right to license the services and products described in the Contract and this Agreement.

(c) Performance. Ruvos warrants that: (i) it will satisfactorily perform all of its duties and responsibilities under this Agreement in accordance with industry standards; and (ii) each of Ruvos Services will function in conformity with its respective specifications. Notwithstanding the foregoing, in the event of a breach of the warranty provided under this Section 13.2, Client's sole remedy shall be the immediate termination of this Agreement and the Contract.

(d) Compliance with Laws. Ruvos warrants that, at all times, Ruvos Services shall be operated in such a manner, and the relationship among the parties hereto shall be structured in such a manner, so as to permit the parties hereto to fully comply with all applicable federal, state, and local laws rules and regulations.

(e) Disclaimer of Warranties: OTHER THAN AS EXPRESSLY STATED HEREIN, ACCESS TO RUVOS INFORMATION NETWORK, USE OF RUVOS SERVICES AND THE INFORMATION OBTAINED BY A CLIENT PURSUANT TO THE USE OF THOSE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CLIENT OR RUVOS, AS THE CASE MAY BE, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF CLIENT OR RUVOS, AS THE CASE MAY BE, HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. RUVOS DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR OTHER THIRD PARTIES SO LONG AS SUCH ERRONEOUS TRANSMISSIONS OR LOSS OF SERVICE DO NOT DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE ACTS OR OMISSIONS OF RUVOS.

13.3 Client's Actions.

Client shall be solely responsible for any damage to a computer system, loss of data, and any damage to Ruvos Services caused by Client, personnel of Client, or any person using a user ID assigned to Client or a member of Client's workforce.

13.4 Unauthorized Access; Validation of data; Lost or Corrupt data.

Ruvos is not responsible for unauthorized access to Client's transmission facilities or equipment by individuals or entities using Ruvos Services or for unauthorized access to, or alteration, theft, or destruction of Client's data files, programs, procedures, or information through Ruvos Services,



whether by accident, fraudulent means or devices, or any other method, except to the extent such resulted from acts or omissions of Ruvos. Client is solely responsible for validating the accuracy of all output and reports and protecting Client's data and programs from loss by implementing appropriate security measures, including routine backup procedures. Client waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files, except to the extent such resulted from acts or omissions of Ruvos.

13.5 Inaccurate data.

All data, to which access is made through Ruvos Information Networks and/or Ruvos Services, originates from other Clients and not from Ruvos. All such data is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage time, and other factors. Ruvos neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, Ruvos shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by Client, or used by Client, pursuant to this Agreement, except to the extent negligent acts or omissions of Ruvos result in Ruvos failing to correctly format or display information to Client as it was received by Ruvos from other clients.

13.6 Patient Care.

Without limiting any other provision of this Agreement, Client shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of Ruvos Services or the data made available thereby. Client, including its personnel, shall have any recourse against, and each hereby waives, any claims against Ruvos, or its officers, directors, members, employees and other agents, for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of Ruvos Services or the data made available thereby, except to the extent such resulted from the acts or omissions of Ruvos.

13.7 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable laws, the aggregate liability of the parties, and the parties' officers, directors, members, employees and other agents, under this Agreement, regardless of theory of liability, shall be limited to the total Fees paid to Ruvos as of the date such liability is determined by a court of competent jurisdiction, to the extent such payment does not exceed the equivalent of 12 months of Fees paid to Ruvos.

14 INSURANCE AND INDEMNIFICATION.

14.1 Insurance.

Ruvos shall maintain, throughout the term of this Agreement, at its sole expense, a policy of technology and information errors and omissions ("TIE&O") insurance coverage as well general liability insurance coverage. Each such policy shall, at a minimum, have coverage limits of one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) in the aggregate.



Upon Client's reasonable request, Ruvos shall promptly provide to Client a certificate of insurance evidencing such coverage. Ruvos agrees to provide at least thirty-days' prior written notice of any proposed cancellation, expiration without renewal, or material change in such coverage.

Each Client: (a) shall maintain, throughout the term of this Agreement, at its sole expense, such professional and general liability insurance coverage, if any, as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of the performance of this Agreement; and (b) shall use reasonable efforts to, but shall not be required to, procure and maintain, throughout the term of this Agreement, at its sole expense, such TIE&O insurance coverage, as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of the performance of this Agreement.

14.2 Indemnification.

Each party agrees to indemnify, defend and hold harmless, to the extent allowed in Section 13.7(a), the other party, its officers, directors, shareholders, members, and employees from any direct or indirect losses, penalties, damages, suits, costs, liabilities and expenses including legal fees that arise out of any claim for loss, damages, injury or death resulting from the applicable party's willful misconduct relating to this Agreement.

15 DISPUTE RESOLUTION.

Venue for any action at law or in equity to interpret or enforce the terms and conditions of this Agreement shall lie exclusively in the state or federal courts of Leon County, Florida. The parties each hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. If any party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable out-of-pocket expenses of the action, including, without limitation, reasonable attorneys' fees and costs, whether pre-trial/arbitration, at trial/arbitration, and/or on appeal, once a court of competent jurisdiction has definitely decided the dispute.

THE PARTIES INTENTIONALLY, KNOWINGLY AND VOLUNTARILY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY PROVISIONS IN THIS AGREEMENT.

16 MISCELLANEOUS PROVISIONS.

16.1 Applicable Law

The interpretation of this Agreement and the resolution of any dispute arising under this Agreement, shall be governed by the laws of the State of Florida.

16.2 Assignability.



No benefit or obligation of any Client under this Agreement may be assigned or transferred by Client, either voluntarily or by operation of law, without the prior written consent of Ruvos, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement, the Contract, and all rights and obligations hereunder and thereunder, may not be assigned or transferred, in whole or in part, without the prior written consent of Client, which consent shall not be unreasonably withheld, conditioned, or delayed, except as specifically provided in the next sentence. Notwithstanding the foregoing, in the event of: (a) the sale of all or substantially all of the assets of Ruvos to a third party, (b) a sale of ownership interests of Ruvos pursuant to which a Change in Control shall occur, or (c) any other transaction, merger, acquisition, reorganization, or restructuring resulting in a Change in Control with respect to Ruvos, this Agreement, the Contract, and all rights and obligations hereunder and thereunder, shall be assigned or transferred, in whole, but not in part, by Ruvos as a condition precedent to any such transaction, and the acquiring party shall agree to assume and be bound by this Agreement and the Contract. Ruvos shall provide prompt notice to Client of such Change in Control. A "Change in Control" shall mean a change in the possession of the power to direct or cause the direction of the management and policies of Ruvos, either directly or indirectly, whether through the ownership of Ruvos, by contract or otherwise. For the avoidance of doubt, this Agreement and the Contract shall be binding on any and all successors and permitted assigns.

16.3 Independent Contractors.

Ruvos's engagement and provision of the Ruvos Services will be as an independent contractor to Client, and neither Ruvos nor any of Ruvos's employees, affiliates or agents will be an employee, joint venturer or partner of Client for any reason. As an independent contractor to Client, Ruvos will be solely responsible for all federal, local, provincial and state employment (including self-employment), income, social security and other similar levies and taxes payable by Ruvos on or with respect to Ruvos's receipt of amounts pursuant to this Agreement.

16.4 Third Party Beneficiaries.

There are no third party beneficiaries of this Agreement.

16.5 Supervening Circumstances.

Neither Client nor Ruvos shall be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section 16.5 (Supervening Circumstances) shall not apply to obligations imposed under applicable laws and regulations or obligations to pay Fees. Notwithstanding the foregoing, the parties agree to work together diligently to mitigate the effects of any such supervening circumstances.

16.6 Severability.



Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

16.7 Notices.

Any and all notices required or permitted under this Agreement shall be sufficient if given in writing and delivered by e-mail to the applicable party. For Ruvos, the appropriate email address is legal@ruvos.com; for Client: the e-mail address of Client's Authorized Representative, as such is reflected in the Contract. Notice will be effective the day it is sent and the receiving party confirms receipt, whether in an automated fashion (e.g., 'read receipts') or otherwise.

16.8 Waiver.

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

16.9 Complete Understanding.

This Agreement, including Client's Contract, constitutes the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of any this Agreement other than those contained or referenced herein. In the event of any conflict between the provisions of this Agreement and the provisions of a Contract, the terms of this Agreement shall govern. Except as expressly provided herein, all modifications or amendments to the Contract and shall be in writing and signed by all parties. Amendments to this Agreement shall be governed by Section 16.11.

16.10 No Payment for Referrals.

Ruvos and Client hereby expressly acknowledge that no provision of the Contract or this Agreement: (i) is a payment or is intended to constitute a payment or an inducement for referring any individual to a person for the furnishing or arranging for the furnishing of any item or service, or for the purchase, lease, order, or arranging for or recommending the purchase, lease or ordering of any good, facility, service or item, for which payment may be made in whole or in part under any Federal Health Care Program; or (ii) represents a payment, compensation, or remuneration that would violate any federal or state law regulating health care or the practice of medicine, including 1877 of the Social Security Act, 42 USC, 1395nn ("StarkII Law"); 1128B(b) of the Social Security Act; 42 USC 1320a-7b(b).. In addition to all other exceptions or exemptions that may be available, the parties hereto intend that the Contract and this Agreement shall fall within the fair market value exception to the Stark II Law, codified at 42 USC 1395nn(e)(8)(B).



16.11 Amendments.

Ruvos reserves the right to modify, amend, or otherwise change the terms of this Agreement from time to time in its sole discretion. Any such modifications shall be effective immediately upon posting on the hosting location specified in the Contract or as otherwise notified by Ruvos.