

ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions, together with the Summary of Terms and Conditions and any attached exhibits, addendums, and schedules constitute the Agreement. The Agreement comprises the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Fulfillment of your order does not constitute acceptance of any additional terms and conditions you may have sent MedMinder and does not serve to modify or amend this Agreement.

1. License of Software. MedMinder has rights to a proprietary software as a services (SaaS) solution for electronic medication reminder services ("Software"), which you wishes to license for use for the patient identified in the Summary of Terms and Conditions ("Patient"). Subject to the terms and conditions of this Agreement and in consideration for the Fees. MedMinder grants you a non-transferable, sublicensable, and non-exclusive license to use the Software during the Term of this Agreement.

1.1. **Technical Support.** MedMinder will provide technical support to you through calls placed to 1-888-MED-MIND at 8AM-7PM EST, Monday-Friday, and 9AM-5PM EST Saturday and Sunday. Where appropriate, MedMinder may, in its sole discretion, utilize subcontractors to perform its services, provided they are subject to a written confidentiality requirement and represent that they have the relevant skills and know how to perform such services.

1.2. **Reservations.** All rights under this Agreement not expressly granted to you are reserved to MedMinder. You shall not use the Software or the documentation in any way not expressly authorized in this Agreement.

1.3. **Your Obligations.** In order to ensure MedMinder can provide you with access to the Software, you shall (i) cooperate with MedMinder in all matters relating to the Software; (ii) respond promptly to any MedMinder request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for MedMinder to perform services related to the Software in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as MedMinder may reasonably request to provide the Software; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Software.

1.4. **Restrictions.** You shall not (i) resell, rent, lease, license, sublicense, transfer, distribute, commercially reproduce, or otherwise transfer rights to the Software; (ii) provide access to the Software to any third party or merge it with other software products without MedMinder's prior authorization; (iii) remove any proprietary notices or labels on the Software; or (iv) circumvent any technological measure that controls access to the Software. You shall not replicate, or have third parties replicate, the methodologies or structures of the Software.

1.5. **End User Agreement.** you hereby represent, covenant and warrant that you shall use the Software consistent with the MedMinder End User License Agreement ("EULA") only and shall use reasonable efforts to prohibit use of the Software in violation of the EULA by any persons with access to the Software.

1.6. **Software Limitations.** The Software is a collection of sophisticated automated analysis tools, but is not a substitute for a human's informed judgment or for professional medical advice, diagnosis, or treatment.

2. Lease of Equipment. Subject to the terms and conditions of this Agreement, MedMinder agrees to lease to you, and you agree to lease from MedMinder, the equipment described more fully in attached Summary of Terms and Conditions ("Equipment"). You acknowledge that the Equipment is leased, and not sold, to you and that as between the parties, all Intellectual Property Rights in the Equipment are owned by MedMinder, as more fully detailed in Section 10.

2.1. **General.**

2.1.1. **Operation.** You shall, at your expense, keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow MedMinder's instructions regarding the use and maintenance of the Equipment.

2.1.2. **Title and Risk of Loss.** Title to the Equipment remains with MedMinder throughout the Term, and you shall acquire no right, title, or interest in the Equipment. You shall not pledge or encumber the Equipment in any way except for liens permitted by MedMinder in its sole discretion. You shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("Loss") until the Equipment has been returned to MedMinder. You shall notify MedMinder in writing within ten (10) days of any such Loss.

2.1.3. **UCC-1 Financing Statement.** The parties intend and agree that, if this Agreement is recharacterized as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and Section 1.6 shall be deemed to grant MedMinder by you a lien on and first priority security interest in the Equipment and all proceeds thereof, to secure the payment of your obligations under this Agreement. You authorize MedMinder to file Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the Equipment. You agree not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by MedMinder in connection with the Equipment except (i) if MedMinder fails to file a corrective or termination statement or release on request from

you after the expiration or earlier termination of this Agreement or (ii) with MedMinder's consent.

2.2. Delivery of Equipment. MedMinder shall deliver any Equipment within a reasonable time after execution of the respective addendum. MedMinder shall not be liable for any delays, loss, or damage in transit.

2.2.1. Shipping Terms. Delivery of Equipment shall be made FOB Delivery Point.

2.2.2. Title and Risk of Loss. Title and risk of loss passes to you upon delivery of the Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, you hereby grant to MedMinder a lien on and security interest in and to all of the right, title, and interest of you in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Massachusetts Uniform Commercial Code.

2.2.3. Delivery Point. Unless otherwise agreed in writing by the parties, MedMinder shall deliver the Equipment to the address listed on the Summary of Terms and Conditions (the "Delivery Point") consistent with MedMinder's standard methods for packaging and shipping such Equipment, noted in Section 2.2.1.

2.2.4. Partial Shipments. MedMinder may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to you. Each shipment will constitute a separate sale, and you shall pay for the units shipped whether such shipment is in whole or partial fulfillment of your purchase order.

2.2.5. Non-Delivery. If for any reason you fail to accept delivery of any of the Equipment on the date fixed pursuant to MedMinder's notice that the Equipment has been delivered at the Delivery Point, or if MedMinder is unable to deliver the Equipment at the Delivery Point on such date because you have not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall pass to you; (ii) the Equipment shall be deemed to have been delivered; and (iii) MedMinder, at its option, may store the Equipment until you pick them up, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance). The quantity of any installment of Equipment as recorded by MedMinder on dispatch from MedMinder's place of business is conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary. MedMinder shall not be liable for any non-delivery of Equipment

(even if caused by MedMinder's negligence) unless you give written notice to MedMinder of the non-delivery within three (3) days of the date when the Equipment would in the ordinary course of events have been received. Any liability of MedMinder for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or adjusting the invoice respecting such Equipment to reflect the actual quantity delivered. You acknowledge and agree that the remedies set forth in this Section are your exclusive remedies for any non-delivery of Equipment.

2.3. Inspection and Rejection of Nonconforming Equipment.

You shall inspect the Equipment within five (5) days of receipt ("Inspection Period"). You will be deemed to have accepted the Equipment unless you notify MedMinder in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as required by MedMinder. "Nonconforming Equipment" means only that either: (i) the product shipped is different than identified in the applicable addendum; or (ii) the product does not perform in material accordance with the associated documentation provided by MedMinder. If you timely notify MedMinder of any Nonconforming Equipment, MedMinder shall, in its sole discretion: (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Fees (for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by you in connection therewith. You shall ship the Nonconforming Equipment to MedMinder. MedMinder shall reimburse you for reasonable and documented shipping and handling fees incurred by you in shipping the Nonconforming Equipment to MedMinder within thirty (30) days of its receipt of the Nonconforming Equipment and supporting expense documentation. If MedMinder exercises its option to replace Nonconforming Equipment, MedMinder shall, after receiving your shipment of Nonconforming Equipment, ship to you, at MedMinder expense, the replaced Equipment to the Delivery Point. YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THIS SECTION ARE YOUR EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS. EXCEPT AS PROVIDED UNDER THIS SECTION, ALL SALES OF EQUIPMENT TO YOU ARE MADE ON A ONE-WAY BASIS AND YOU HAVE NO RIGHT TO RETURN EQUIPMENT PURCHASED UNDER THIS AGREEMENT TO MEDMINDER.

2.4. Return of Equipment.

2.4.1. Obligation to Return Equipment. Within thirty (30) days upon expiration or termination of the Term (the "Return Period"), you shall, unless agreed in writing by MedMinder, properly pack and return all Equipment unencumbered and in the same condition as when delivered by MedMinder,

reasonable wear and tear alone excepted, to MedMinder.

2.4.2. Condition of Equipment Upon Return. You shall cause the Equipment returned for any reason under this Agreement to: (a) be free and clear of all liens (other than liens of MedMinder) and rights of third parties; (b) be in the same condition as when delivered to you, ordinary wear and tear excepted; and (c) be in compliance with applicable law. You agree to pay \$300 per unit of Equipment if such Equipment is not timely returned or if the Equipment has been destroyed, or damaged. You further acknowledge and agree that to the extent it has a credit card on file, MedMinder may charge such credit card for this amount.

3. Your Acts or Omissions. If MedMinder's performance of its obligations under this Agreement is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants, or employees, MedMinder shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. Fees. In consideration for leasing the Equipment and licensing the Software, you shall pay the Initial Fee and Monthly Fee (collectively, the "Fees") set forth in the applicable Summary of Terms and Conditions. You agree to reimburse MedMinder for all reasonable travel and out-of-pocket expenses incurred by MedMinder in connection with providing the Equipment and Software. All Fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by you. You shall be responsible for all such charges, costs and taxes; provided, that, you shall not be responsible for any taxes imposed on, or with respect to, MedMinder's income, revenues, gross receipts, personal or real property, or other assets.

5. Payment Terms.

- 5.1. You shall pay all invoiced amounts due to MedMinder within thirty (30) days from receipt of MedMinder's invoice. You shall make all payments hereunder by credit card or ACH and in US dollars.
- 5.2. You shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. You shall reimburse MedMinder for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law (which MedMinder does not waive by the exercise of any rights hereunder), MedMinder shall be entitled to suspend the delivery of any Equipment or performance of any Services and stop Equipment in transit if you fail to pay any amounts when due hereunder.
- 5.3. You shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute

with MedMinder, whether relating to MedMinder's breach, bankruptcy or otherwise.

6. Change to Software. Notwithstanding anything to the contrary contained in this Agreement, MedMinder may, from time to time change the Software without your consent provided that such changes do not materially affect the nature or scope of the Software, or the Fees or Term set forth in the Summary Terms and Conditions.

7. Limitations of the Equipment and the Services. If you choose to use the Emergency Help Button Service, MedMinder is not responsible for the promptness, sufficiency or adequacy of the action of any Responder, nor does MedMinder send any of its personnel to your location in response to an emergency alert signal. Whether or not you choose to use Emergency Help Button Service, neither the Equipment nor the Services can prevent death, bodily or personal injury, or any other harm or damage to you or others. The Equipment and the Services rely on the availability of the Subscriber's cellular network coverage and the availability of global positioning system ("GPS") data to operate properly. These systems are provided by a third party and cannot be controlled by MedMinder. There is always a chance that the Equipment may fail to operate properly.

8. Limited Warranty. MedMinder warrants to you that for a period of one (1) year from the date of shipment of the Equipment ("Warranty Period"), that such Equipment will materially conform to MedMinder's published specifications in effect as of the date of manufacture. MedMinder warrants to you that it shall provide the Software using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

8.1. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8, MEDMINDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR SOFTWARE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

8.2. Third-Party Products. Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Equipment or Software. Third Party Products are not covered by the warranty in Section 8. For the avoidance of doubt, **MEDMINDER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY**

RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- 8.3. Additional Exceptions. MedMinder shall not be liable for a breach of the warranty set forth in Section 8 if: (i) you makes any further use of such Equipment or Software after giving such notice; (ii) the defect arises because you failed to follow MedMinder's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or Software; (iii) you alter or repair such Equipment or Software without the prior written consent of MedMinder; (iv) where the Equipment or Software has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by MedMinder, or (v) where the Equipment or Software is used with any Third-Party Product, hardware, software, or product that has not been previously approved in writing by MedMinder.
- 8.4. Notice Requirement. MedMinder shall not be liable for a breach of the warranties set forth in Section 8 unless, during the Warranty Period: (i) you give written notice of the defective Equipment or Software reasonably described, to MedMinder within five (5) days of the time when you discover or ought to have discovered the defect; (ii) if applicable, MedMinder is given a reasonable opportunity after receiving the notice of breach of the warranty to examine such Equipment or Software and you (if requested to do so by MedMinder) return such Equipment to MedMinder's place of business at MedMinder's cost for the examination to take place there; and (iii) MedMinder reasonably verifies your claim that the Equipment or Software are defective.
- 8.5. Subject to Sections 8.1-8.4 above, with respect to any such Equipment during the Warranty Period, MedMinder shall, in its sole discretion, either: (i) repair or replace such Equipment (or the defective part) or (ii) credit or refund the Fees of such Equipment at the *pro rata* contract rate provided that, if MedMinder so requests, you shall, at MedMinder's expense, return such Equipment to MedMinder. The foregoing limited warranty does not apply where the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by MedMinder, or used with any hardware, software, or product that has not been previously approved in writing by MedMinder.
- 8.6. Subject to Sections 8.1-8.4 above, with respect to any Software subject to a claim under the limited warranty, MedMinder shall, in its sole discretion, (i) repair or re-perform the applicable Software or (ii) credit or refund the price of such Software at the *pro rata* contract rate.

THE REMEDIES SET FORTH IN SECTION 8 SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND MEDMINDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES.

9. Limitation of Liability.

- 9.1. IN NO EVENT SHALL MEDMINDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MEDMINDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. IN NO EVENT SHALL MEDMINDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MEDMINDER FOR THE GOODS AND SERVICES SOLD HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS.
- 9.3. The limitation of liability set forth in Section 9.2 shall not apply to (i) liability resulting from MedMinder's gross negligence or willful misconduct and (ii) death or bodily injury resulting from MedMinder's acts or omissions.

10. Intellectual Property. "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, methods, processes, and other proprietary or confidential information, and (e) all other intellectual property rights of any kind or nature whatsoever, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. you acknowledge that, as between parties, MedMinder owns all right, title, and interest, including all Intellectual Property Rights, in and to the Software and/or Equipment provided under this Agreement as well as any and all of MedMinder's pre-existing tools, templates, forms, designs, programs, methodologies, processes, improvements, inventions, modifications, enhancements, technologies, and other proprietary applications and know-how developed or licensed prior to, or outside the scope of, this Agreement (collectively, the "MedMinder Materials") and agrees that MedMinder shall retain all right, title and interest in and to all such MedMinder Materials subject to the immediately following sentence. MedMinder hereby grants you a limited license to use any MedMinder Materials to the extent

incorporated in, combined with or otherwise necessary for the use of the Software and/or Equipment consistent with the terms of this Agreement. All other rights in and to the MedMinder Materials are expressly reserved by MedMinder.

11. Compliance with Law. You shall comply with all applicable laws, regulations, and ordinances. You shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

12. Termination. In addition to any remedies that may be provided under these Terms, MedMinder may terminate this Agreement with immediate effect upon written notice to you, if you: (a) fail to pay any amount when due under this Agreement; (b) have not otherwise performed or complied with any of these Terms, in whole or in part; or (c) become insolvent, file a petition for bankruptcy.

13. Confidential Information. All non-public, confidential or proprietary information of MedMinder, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by MedMinder to you, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless expressly authorized in advance by MedMinder in writing. Upon MedMinder's request, you shall promptly return all documents and other materials received from MedMinder. MedMinder shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to you at the time of disclosure; or (c) rightfully obtained by you on a non-confidential basis from a third party.

14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of you to make payments to MedMinder hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) pandemic; and (g) national or regional emergency. Notwithstanding the foregoing, each Party hereby expressly waives its rights to rely on this Section 14 in any way as a result of the ongoing COVID-19 pandemic. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 14, either party may thereafter terminate this Agreement upon thirty (30) days' written notice.

15. Assignment. You shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MedMinder. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement. MedMinder may assign, transfer, or otherwise dispose of any or all of its rights and/or obligations under this Agreement without your prior consent.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this 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.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law and Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the City of Boston and County of Suffolk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Notices. All notices shall be in writing and shall be deemed received when delivered either: (i) at the time when it was delivered personally, addressed to the proper party with confirmation receipt, or sent by electronic transmission (ii) one business day after deposited for next day delivery with a reputable commercial overnight courier, or (iii) 3 days after mailing by certified mail return receipt requested, to the party at the address listed below. Each party is responsible to update its contact information.

21. Miscellaneous. 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. No waiver by MedMinder of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by MedMinder. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. The Agreement, or any portion thereof, may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

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