

**1. Applicability.** These terms and conditions for services, (these “Terms”) govern the provision of services by Sorenson Communications, LLC, a Utah Limited Liability Company with offices at 4192 S. Riverboat Road, Salt Lake City, UT 84123 (“Sorenson”) to the individual or entity identified on the signature page below (“Customer”). The accompanying Service Guide (the “Service Guide”), Customer Profile, and Pricing Appendix (the “Pricing Appendix”), all of which Sorenson may update in its sole discretion, as applicable, and these Terms (collectively, this “Agreement”) comprise the entire Agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between or among these Terms, the Service Guide, and the Pricing Appendix, these Terms shall govern. These Terms prevail over any of Customer’s general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

**2. Term.** The initial term of this Agreement shall be for one (1) year following the Effective Date (the “Term”). Thereafter, the Agreement will automatically renew for additional one (1) year Terms until terminated. In addition to any remedies that may be provided under this Agreement, Sorenson may terminate this Agreement with immediate effect for convenience or for cause upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the Terms of this Agreement, or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or Assignment for the benefit of creditors.

**3. Confidential Information.** (a) All non-public, confidential or proprietary information of Customer, Payer or Sorenson, including, but not limited to, trade secrets, technology, information pertaining to health information, personally identifiable information, business operations and strategies, and information pertaining to Customers, pricing, and marketing (collectively, “Confidential Information”). In connection with the performance of this Agreement, either Party (each a “Recipient”) may have access to or be provided with Confidential Information of the other Party (the “Discloser”), 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 the provision of the Services and this Agreement. Confidential Information shall not be disclosed or copied by any other party without the prior written consent of the owner of the Confidential Information. Confidential Information does not include information that is: (i) in the public domain; (ii) known to other parties at the time of disclosure; or (iii) rightfully obtained by any party on a non-confidential basis from a third party.

**4. Data Security.** The Recipient shall use the Confidential Information of the Discloser solely in connection with the performance of this Agreement and provision of the Services, and for no other reason. Each party agrees to take the necessary precautions to protect Confidential Information by using at least commercially reasonable standard of care. During the term of this Agreement and corresponding services, Sorenson shall employ and maintain reasonable and appropriate safeguards designed to: (a) reasonably protect all Client Data in Sorenson’s possession from unauthorized use, alteration, access or disclosure; (b) detect and prevent against a Security Breach; and (c) ensure that Sorenson meets and is compliant with applicable privacy laws governing privacy data. Sorenson and Customer mutually acknowledge that during the term of this Agreement neither party shall have access to the other party’s Information Technology (IT) systems through access or system integration.

**5. Limitation of Liability.** (a) in no event will Sorenson be liable to Customer, payor or to any third party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (b) in no event will Sorenson’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 aggregate amounts paid or payable to Sorenson pursuant to this Agreement.

**6. Insurance.** During the Term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Sorenson’s request, Customer shall provide Sorenson with a certificate of insurance from Customer’s insurer evidencing the insurance coverage specified in these Terms. Customer shall provide Sorenson with 15 days’ advance written notice in the event of a cancellation or material

change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Sorenson's insurers and Sorenson.

**7. Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Sorenson. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

**8. Waiver.** No waiver by Sorenson of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Sorenson. The waiver of any breach of a Term, provision or requirement of this Agreement will not be construed or deemed as a waiver of any subsequent breach of such Term, provision or requirement or of any other Term, provision or requirement.

**9. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") will be in writing and addressed to the parties at the addresses set forth in this agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**10. Governing Law; Non-Exclusive Jurisdiction.** All disputes arising out of or related to this Agreement, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of the United States of America and the State of Utah, without reference to conflict of laws principles. Any disputes arising out of or related to this Agreement, including without limitation all matters connected with its performance, may be brought in the courts of the State of Utah or the Federal courts sitting in that State. Each Party hereby irrevocably submits to the non-exclusive personal jurisdiction of those courts and irrevocably waives all objections to that jurisdiction and venue for those disputes.

**11. Force Majeure.** Sorenson will not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any Term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Sorenson including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, or strikes.

**12. Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

**13. Survival.** Provisions of these Terms, which by their nature should apply beyond their Terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction and Survival.

**14. Headings.** The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.