

American Well Corporation third party pass through terms:

KIOSK FLOW DOWN TERMS

Enclosed, Tabletop and Console Kiosks: Lead time is 8 weeks from receipt of an executed Agreement.

Tablet: Lead time is 6 weeks from receipt of an executed Agreement.

Legal Terms Applicable to all Kiosks:

DELIVERY, RISK OF LOSS AND TITLE. Hardware shall be delivered to Customer F.O.B. origin; at which point, title and risk of loss to the Hardware shall be transferred to Customer. Customer shall pay all related charges and transit insurance. Hardware shall be accepted upon delivery. Documentation is licensed only. No title to, or ownership of, Documentation or other materials provided to Customer in the course of performing Services is transferred to Customer.

WARRANTY AND DISCLAIMER.

A. Hardware Warranty. American Well warrants to Customer and its End Users that Hardware, under normal usage and with regular recommended service, commencing upon shipment and continuing for 1 year thereafter (the “**Warranty Period**”) shall be free from material defects in materials and workmanship, and perform substantially in accordance with the Documentation. Customer or End User shall notify American Well within 10 business days of its knowledge of any non-conformity. American Well’s entire liability and Customer’s and End User’s exclusive remedies under the warranty described in this Section shall be for American Well, at its option, to use reasonable efforts to remedy such defects or performance failure within a reasonable period of time and replace the affected Hardware upon return of the specific Hardware to American Well by Customer or End User. For purposes of clarity, American Well acknowledges and agrees to provide the foregoing Warranty directly to End User if requested to do so.

B. Limitations of Warranty. The foregoing warranties do not apply if (1) repair or replacement is required as a result of causes other than normal use, including, without limitation, repair, maintenance or modification of the Hardware by persons other than American Well-authorized personnel; Customer’s accident, fault or negligence; operator error; use of the Hardware other than as set forth in the Documentation; or causes external to the Hardware such as, but not limited to, failure of electrical power or fire or water damage; or (2) problems relating to or residing in (i) third party items or services with which the Hardware is used; or (ii) installation not in accordance with American Well’s instructions or the applicable Documentation.

C. Services Warranty. American Well shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify American Well of any failure to so perform within ten (10) days after the performance of the Services. American Well’s entire liability, and Customer’s sole remedy, for American Well’s failure to so perform shall be for American Well to use reasonable efforts to correct such failure.

D. Warranty Disclaimers. Except as expressly stated in the herein, American Well (including its suppliers) provides Hardware and Services “AS IS” and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

INDEMNITY.

A. Infringement Indemnity. Except as limited in Section (B) below, American Well shall defend at its expense any action brought against Customer to the extent the action is based on a claim that use of any Hardware in the form furnished to Customer infringes any United States patent or copyright. American Well will indemnify Customer against any costs, damages or fees finally awarded against Customer in such an action, provided that Customer notifies American Well promptly, in writing, of the claim, and grants American Well sole authority to defend or settle the claim, and also provides American Well with all reasonable information, assistance, and authority necessary to enable American Well to do so. Should Hardware become, or in American Well's opinion be likely to become, the subject of such a claim, American Well shall have the right to (1) procure for Customer the right to make continued use thereof, (2) substitute new Hardware that is non-infringing; provided that the performance of the new product is substantially equivalent to the Hardware that was originally delivered to Customer; or (3) request return of the Hardware and, upon receipt thereof, refund the price paid by Customer for such Hardware, less straight-line depreciation based on a four (4) year useful life.

B. Exclusions. American Well shall have no liability under Section (A) for claims and/or actions based on: (i) the modification of the Hardware by Customer or a third party without the prior written consent of American Well; (iii) the use or combination of Hardware with third party products or services not approved in writing by American Well; or (iii) use for a purpose or in a manner in violation of the terms of this Agreement.

C. Sole Remedy. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NETSMART'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

8. LIMITATION OF LIABILITY.

A. Limitation on Damages. In no event shall American Well's total aggregate liability hereunder exceed the costs actually paid by Customer to American Well under this Agreement.

B. No Indirect Damages. Except with respect to claims regarding violation of American Well's intellectual property rights and for indemnification obligations, neither Customer nor American Well (including American Well's suppliers) shall (a) have liability to the other for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof; and (b) bring any claim based on hardware or services provided hereunder more than two (2) months after the cause of action accrues.

ENCLOSED KIOSK ONLY:

HARDWARE SUPPORT. If ordered by Customer, American Well shall be responsible for providing Level 2/3 Maintenance and Support Services for Hardware commencing upon shipment of the Hardware. Level 1 Support for the Hardware will be provided by American Well at no additional charge if American Well generally provides such Level 1 Support to customers who are current on their Basic Maintenance & Support. Otherwise, Customer will be responsible for providing Level 1 Support for the Hardware. Customer is responsible for maintaining the cleanliness of the Hardware following each online consultation between a Provider and Customer's employees, members or other authorized users. Any support required by Customer related to the software utilized by the Hardware shall be provided pursuant to a separate agreement. Hardware support consists of the following:

A. Hours Limit. American Well shall provide up to (i) 15 hours of Level 2/3 Maintenance and Support Services for each ordered Hardware Console Kiosk unit of annual Maintenance and Support set forth on the first page of this Agreement and (ii) 20 hours of Level 2/3 Maintenance and Support Services for each ordered Hardware Enclosed Kiosk unit of annual Maintenance and Support set forth on the first page of this Agreement. In the event that Customer requires additional maintenance Service hours during a calendar year, then American Well shall provide such Services at a rate of \$200 per hour for each employee assigned to provide Services. If Customer purchases annual Maintenance and Support Services for more than one piece of Hardware, it may allocate the hours of Level 2/3 Support Services purchased amongst the different Hardware as it sees fit up to the aggregate amount of hours purchased.

B. Support Hours. American Well shall provide Level 2/3 Support to Customer 9am to 5pm Eastern Standard Time, Monday through Friday (except for any American Well-designated company holidays, a schedule of which shall be provided upon request).

C. Response Time. American Well will use reasonable commercial efforts to provide appropriate technical advice and assistance in response to support calls requiring Level 2/3 Support, within (i) one (1) business day of receiving notification of the Error and all reasonably requested documentation from Customer for all Errors which do not require



onsite support; and (ii) three (3) business days of receiving notification of the Error and all reasonably requested documentation from Customer for all issues which do require onsite support. In order to receive onsite support, Customer must pay (x) an additional hourly fee of \$200 per support personnel onsite; and (y) all travel fees and expenses of such personnel, including without limitation any travel fees charged by American Well's suppliers. If required under applicable labor union rules or otherwise, Customer may be required to pay certain minimum fees in urban or remote geographies regardless of the hours worked. All fees related to receiving onsite support must be prepaid by Customer.

D. Premium Support. In addition to the support outlined in this Section 5, Customers who purchased Premium Support will also receive the following: (i) 24x7x365 Level 2/3 Support; (ii) remote monitoring of the Hardware to ensure continued internet connectivity; (iii) American Well-managed, remote operating system patching; (iv) extended Warranty Period (Hardware Warranty set forth in Section 4(A)), which shall continue for an additional two (2) years; (v) where available, expedited shipping of replacement components provided pursuant to Section 4; and (vi) upon Customer's request, a Hardware Refresh, as defined below.

For purposes of this subsection, Hardware Refresh shall mean the provision of replaceable Kiosk hardware components that American Well has included in its current Kiosk models that materially improve functionality.

E. Customer Obligations. Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable American Well to fulfill its Maintenance and Support Services obligations. Once a service request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Hardware, description of the Error, configuration of Hardware and communication interfaces, any error messages, and any requested support files. Customer must provide experienced IT professionals and customer service representatives with training regarding the Hardware to collaborate with American Well on fixing Errors.

F. Exclusions. Maintenance Services specifically excludes support for any Errors caused by (i) operator error or use of the Hardware in a manner not in accordance with the Documentation; (ii) any integration, modification, or repair of the Hardware made by any person other than American Well; (iii) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Hardware specifications, or failure of air conditioning or humidity control; and (iv) accident, misuse, or neglect or causes not attributable to normal wear and tear. Additionally, for the avoidance of doubt, Hardware failures related to this Agreement do not count against any availability SLAs that may be included in a telehealth services agreement between American Well and Customer.

TABLETS ONLY:

HARDWARE SUPPORT. If ordered by Customer, American Well shall be responsible for providing Level 1 Support for the Hardware. American Well shall provide Level 1 Support to Customer 9am to 5pm Eastern Standard Time, Monday through Friday (except for any American Well-designated company holidays, a schedule of which shall be provided upon request). Customer is responsible for maintaining the cleanliness of the Hardware following each online consultation between a Provider and Customer's employees, members or other authorized users. Any support required by Customer related to the software utilized by the Hardware shall be provided pursuant to a separate agreement.

WARRANTY. As a reseller of the Hardware, American Well makes no warranties with respect to the Hardware, Base Mount, Cart Mount or services provided hereunder. In the event of a Level 2/3 Support issue with the Hardware, Base Mount or Cart Mount, Customer may return the item and receive a replacement if provided for under the warranty of the manufacturer of such Hardware, Base Mount or Cart Mount. American Well shall utilize reasonable efforts to assist Customer in this process.

CONSOLE AND TABLETOP KIOSKS ONLY:

HARDWARE SUPPORT. If ordered by Customer, American Well shall be responsible for providing Level 2/3 Maintenance and Support Services for Hardware commencing upon shipment of the Hardware. All Level 1 Support for the Hardware will be provided by American Well for no additional fees if American Well provides such Level 1 Support to Customer for issues with the Service. Otherwise, Customer will be responsible for providing Level 1 Support for the Hardware. Customer is responsible for maintaining the cleanliness of the Hardware following each online consultation between a Provider and Customer's employees, members or other authorized users. Any support required by Customer related to the software utilized by the Hardware shall be provided pursuant to a separate agreement. Hardware support consists of the following:

A. Hours Limit. American Well shall provide up to (i) 15 hours of Level 2/3 Maintenance and Support Services for each ordered Hardware Console Kiosk unit of annual Maintenance and Support set forth on the first page of this Agreement and (ii) 20 hours of Level 2/3 Maintenance and Support Services for each ordered Hardware Booth Kiosk unit of annual Maintenance and Support set forth on the first page of this Agreement. In the event that Customer requires additional maintenance Service hours during a calendar year, then American Well shall provide such Services at a rate of \$200 per hour for each employee assigned to provide Services. If Customer purchases annual Maintenance and Support Services for more than one piece of Hardware, it may allocate the hours of Level 2/3 Support Services purchased amongst the different Hardware as it sees fit up to the aggregate amount of hours purchased.

B. Support Hours. American Well shall provide Level 2/3 Support to Customer 9am to 5pm Eastern Standard Time, Monday through Friday (except for any American Well-designated company holidays, a schedule of which shall be provided upon request).

C. Response Time. American Well will use reasonable commercial efforts to provide appropriate technical advice and assistance in response to support calls requiring Level 2/3 Support, within (i) one (1) business day of receiving notification of the Error and all reasonably requested documentation from Customer for all Errors which do not require onsite support; and (ii) three (3) business days of receiving notification of the Error and all reasonably requested documentation from Customer for all issues which do require onsite support. In order to receive onsite support, Customer must pay (x) an additional hourly fee of \$200 per support personnel onsite; and (y) all travel fees and expenses of such personnel, including without limitation any travel fees charged by American Well's suppliers. If required under applicable labor union rules or otherwise, Customer may be required to pay certain minimum fees in urban or remote geographies regardless of the hours worked. All fees related to receiving onsite support must be prepaid by Customer.

D. Customer Obligations. Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable American Well to fulfill its Maintenance and Support Services obligations. Once a service request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Hardware, description of the Error, configuration of Hardware and communication interfaces, any error messages, and any requested support files. Customer must provide experienced IT professionals and customer service representatives with training regarding the Hardware to collaborate with American Well on fixing Errors.

E. Exclusions. Maintenance Services specifically excludes support for any Errors caused by (i) operator error or use of the Hardware in a manner not in accordance with the Documentation; (ii) any integration, modification, or repair of the Hardware made by any person other than American Well; (iii) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Hardware specifications, or failure of air conditioning or humidity control; and (iv) accident, misuse, or neglect or causes not attributable to normal wear and tear.



TERMS OF USE – FLOWDOWN TERMS END USER AGREEMENT

TERMS OF USE

IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICE

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. If you experience a medical emergency, call 911 immediately.

You hereby certify that you are physically located in the State you choose/have chosen as your current location. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Netsmart Technologies, Inc. and the providers you interact with from any resulting damages, costs or claims.

WEBSITE CONTENT

Other than information received directly by you from providers, the content on the website should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on this website represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, Netsmart Technologies, Inc. does not recommend or endorse any specific tests, providers, medications, products or procedures.

ACCOUNT ENROLLMENT

To access the Service, you must first enroll to establish an individual user account (“Account”), by providing certain information. With the exception of subaccounts established for minor children of whom you are a parent or legal guardian, you agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for providers to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service. You represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use.

ACCEPTABLE USE

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose.

INTELLECTUAL PROPERTY

All of the content available on or through the Service is the property of Netsmart Technologies, Inc. or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the Service is the copyrighted work of Netsmart Technologies, Inc. or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

DISCLAIMERS

ACCESS TO THE SERVICE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Netsmart Technologies, Inc. DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, NETSMART TECHNOLOGIES, INC. DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES NETSMART TECHNOLOGIES, INC. MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SERVICE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. NETSMART TECHNOLOGIES, INC. CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SERVICE.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL NETSMART TECHNOLOGIES, INC. , ANY NETSMART TECHNOLOGIES, INC. LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL NETSMART TECHNOLOGIES, INC. , ITS LICENSORS OR SUPPLIERS OF NON-MEDICAL SERVICES OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INTERNATIONAL USE

The Service is designed for and intended for users in the United States. Netsmart Technologies, Inc. makes no representation that the information and services provided on the Service are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

TERMINATION

Netsmart Technologies, Inc. may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. Netsmart Technologies, Inc. has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. Netsmart Technologies, Inc. reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.



NOTICE OF PRIVACY PRACTICES

[CUSTOMER TO INSERT THEIR NPP. IF ONLINE CARE GROUP DOCTORS ARE PROVIDING SERVICES, OCN'S NPP TO BE INSERTED]

INFORMED CONSENT

By clicking the "AGREE" button you acknowledge that you are consenting to receiving care via the Service. The scope of care will be at the sole discretion of the healthcare provider who is treating you, with no guarantee of diagnosis, treatment, or prescription. The healthcare provider will determine whether or not the condition being diagnosed and/or treated is appropriate for a telehealth encounter via the Service. The Service respects and upholds patient confidentiality with respect to protected health information as outlined by the *Health Insurance Portability and Accountability Act* ("HIPAA"), and, subject to HIPAA regulations, will obtain express patient consent prior to sharing any patient-identifiable information to a third party for purposes other than treatment, payment or health care operations. In addition, by clicking the "AGREE" button you are authorizing Netsmart Technologies, Inc. to provide you with marketing materials promoting the Service. You may opt out of receiving such marketing materials by contacting us at unsubscribe@ntst.com.

Member Consent to the Use of Telemedicine

I have read and understand the information provided above, and understand the risks and benefits of telemedicine, and by accepting these Terms of Use I hereby give my informed consent to participate in a telemedicine visit under the terms described herein.

PRIVACY POLICY

For more information about how your personal information is handled, please see the privacy policy of American Well Corporation, the operator of the Service at <https://www.americanwell.com/privacy-policy/>.

LEGAL NOTICES**CURRENT PROCEDURAL TERMINOLOGY ("CPT")**

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PROVIDER TERMS OF USE:**ACCESS**

Subject to the terms contained herein, American Well hereby grants you a limited right to access and use the Service. You agree that you shall use the Service only in accordance with the terms of this Agreement, applicable law, and any additional rules, policies and procedures established by American Well for use of the Service. By registering and using the Service, you represent and warrant that all information provided to American Well in connection with this Agreement, including in the process of registration for the Service, is true, accurate and complete. You are responsible for installing and maintaining all equipment and systems necessary to access the Service and for paying all charges related thereto.

SECURITY AND PASSWORDS

Access to the Service is enabled only by usernames and passwords. You shall maintain your username and password in strict confidence. In no event shall you share your username or password with any third party or allow another person to access the Service using your username and password. You shall notify immediately American Well if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Service via your username and password. American Well reserves the right to revoke or deactivate your username and password at any time.

ACCEPTABLE USE

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not post, use, transmit or store (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair our services or networks. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose.

OPERATION AND RECORD RETENTION

American Well reserves complete and sole discretion with respect to the operation of the Service. American Well may, among other things withdraw, suspend or discontinue any functionality or feature of the Service. Subject to applicable law, American Well reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and/or destruction policies.

NON-DISCLOSURE AND CONFIDENTIALITY

In using the Service, you may have access to confidential information of American Well and its licensors and suppliers ("Confidential Information") that may include, but is not limited to, software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation, and protected health information and other information contained in medical records and other records through the Service ("PHI").

You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information and you will use and disclose PHI only in accordance with all federal, state and local requirements, including HIPAA and with security measures and controls that may be required from time to time by American Well and its licensors and suppliers. You shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards to protect the confidentiality, integrity, and availability of all Confidential Information, to protect against reasonably anticipated threats or hazards, and to prevent use or disclosure of Confidential Information accessed through the Service other than as permitted by this Agreement or required by law. Such safeguards shall comply with all applicable federal, state, and local requirements, including HIPAA, and with security measures and controls that may be required from time to time by American Well and its licensors and suppliers.

Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use the Service and the Confidential Information only as needed to perform your responsibilities as a healthcare provider; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) to restrict physical and system access to the equipment which contains Confidential Information or which gives access to the Service (such as by



diligently locking and monitoring office premises and requiring password verification to gain access to desktop computers); and (iv) implementing all required policies and procedures to ensure compliance with the HIPAA rules and applicable state law.

You immediately shall notify, and cooperate fully with American Well in the event you discover or suspect: (a) any unauthorized use of or access to the Service; (b) any inappropriate use or disclosure of information contained in or obtained through use of the Service; (c) the recognition or introduction of any virus, worms, trojan horses and other destructive items; or (d) any Security Incident or Breach (as defined in the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160, 162 and 164 and any applicable state law). In the event that a Security Incident or Breach occurs, you shall take affirmative steps to notify all affected parties of the Security Incident or Breach, to cure the Security Incident or Breach and prevent future Security Incidents or Breaches, and to mitigate the effects of the Security Incident or Breach.

NOTIFICATION

You agree to notify American Well immediately in the event of (a) any lapse, revocation, termination or suspension of any of your licenses to practice medicine; (b) any adverse malpractice judgment or adverse disciplinary action against you; (c) the filing of any adverse report with the National Practitioner Data Bank or any state entity with regulatory oversight authority against you; (d) the lapse, cancellation, termination or non-renewal of professional liability insurance for you so long as such lapse, cancellation, termination or non-renewal is not solely related to a change in insurance providers; or (e) any conviction of or plea of nolo contendere of a felony, or any conviction of a misdemeanor involving fraud or moral turpitude which in all cases involves the practice of medicine. You also agree to notify American Well immediately if you become aware of any medical incident, error or adverse event arising out of any conversation, advice or service rendered by you within the Service which may reasonably be expected to give rise to a claim being made against you or if you have been named in any claim or suit arising out of any conversation, advice or service rendered by you within the Service.

TERMINATION

American Well may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. American Well has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization, or to prohibit any person, agency or organization from using the Service, at any time, for any reason or for no reason at all, in our sole discretion. American Well reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. American Well reserves the right to delete or change any username or password at any time, for any reason or for no reason at all. You acknowledge and agree that the all obligations relating to Confidential Information under this Agreement will continue after termination of this Agreement and termination of access rights hereunder.

INTELLECTUAL PROPERTY

All of the content available on or through the Service is the property of American Well or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone, including but not limited to others in your organization. Any copy made of information obtained through the Service must include the copyright notice. All software and accompanying documentation made available for download from the Service is the copyrighted work of American Well or its licensors.

All American Well trade and service names, including, but not limited to “American Well®”, are trademarks of American Well Corporation. All other brands and names are the property of their respective owners. Nothing contained in the Service should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of American Well or such third-party that may own the trademark.

Subject to the terms of this Agreement, American Well hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau,

time sharing or other services to third parties.

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