

TERMS OF SERVICE

BY USING THE SERVICES DESCRIBED BELOW, OR EXECUTING AN ORDER FORM OR SUBSCRIPTION AGREEMENT REFERENCING THESE TERMS OF SERVICE, CUSTOMER IS AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT SUBSCRIBE TO, ACCESS, OR USE THE SERVICE.

1) MMIC SOFTWARE SERVICES

These Terms of Service provide the Customer with access and use of MMIC’s services, as specified on the applicable order form or subscription agreement between the parties. **These Terms of Service, along with the applicable order form or subscription agreement, are referred to herein collectively as the Customer Agreement.** Customer may purchase services across MMIC’s solutions offerings, which are collectively referred to as the Service.

2) RESPONSIBILITIES

MMIC Support Responsibilities

Support:

MMIC will provide customer support for the Service, meaning MMIC will make commercially reasonable efforts to ensure the Service’s technology and deliverables meet customer’s needs.

Customer Responsibilities

Access by Employees and Contractors:

Customer may not make the Service available to anyone other than its subscribed employees and contractors and will do so solely to access the Service for the benefit of Customer in compliance with the terms of these Terms of Service.

A Customer with more than one user (seat) is responsible for providing accurate user emails for login access; and Customer will use commercially reasonable efforts to update MMIC as soon as they know of any users that need to be added or terminated.

Customer is responsible for the compliance with these Terms of Service by its employees and contractors.

Restrictions

Customer may not:

use, reproduce, copy (including photocopy), record, distribute, poste, publish or process Interaction Reports or any part of the Service, neither in part nor in whole, by any means--including through AI systems, machine learning models, large language models, or other automated tools or electronic methods, without prior written permission of the copyright holder, except in the case of certain noncommercial uses permitted by copyright law;

modify or create derivative works based on the Service or any part, feature, function, or user interface;

attempt to gain or provide unauthorized access to the Service or its related systems or networks;

access the Service to build a competitive service or offering;

sell, resell, rent, or lease the Service, or use the Service beyond Customer’s internal operations;

interfere with or disrupt the integrity or performance of the Service; or

except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Service or remove or modify any proprietary marking or restrictive legends in the Service.

License to Use Customer Information

Customer grants MMIC a non-exclusive, royalty-free, license to modify, store, transmit, and otherwise use the Customer Information for purposes of MMIC performing under these Terms of Service.

Responsibility for Customer Information

Customer is solely responsible for Customer Information and must use commercially reasonable efforts to prevent unauthorized access to the Service. Customer must notify MMIC promptly of any known unauthorized access, and may use the Service only in accordance with its intended purposes.

Accuracy of Customer Information

Customer represents and warrants to MMIC that all Customer Information, and any other material provided under Customer's account, by Customer or on its behalf, is true, correct, and accurate. If Customer learns that any Customer Information provided to MMIC as part of the Service is not true, correct or accurate, Customer must immediately notify MMIC in writing of this fact, and provide the true, correct and accurate information to MMIC. MMIC relies on Customer representations regarding the truth, accuracy and compliance with laws concerning Customer Information. MMIC IS NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF MMIC.

Content Warranties

Customer represents and warrants to MMIC that:

Any Content submitted to the Service does not violate any copyright, trade secret, privacy or other third party right;

It will not submit any Content that is untrue, defamatory, harmful to any person; or if a covered entity, it will not submit content that violates HIPAA Privacy Rules, state or federal laws on patient privacy; and

All patient or participant testimonials submitted by Customer are accurate and have the patient's or participant's consent.

Reviews & Opinions

MMIC does not endorse, validate as accurate, or necessarily agree with any of the reviews, links, and user-generated content from users or Customers about the Service.

MMIC reserves the right to refuse to publish any patient or participant review provided by Customer.

Customer further agrees to remove any patient or participant review or testimonial about the Service upon request from the patient or participant who originally posted it.

3) PAYMENT TERMS

Payment

Customer must pay all fees as specified on the order form and/or subscription agreement.

If the credit card is not valid or the payment is not otherwise made, Customer must pay the amount owed upon receipt of an invoice. If timely payment is not received, in addition to being in breach of Customer's contractual obligations, the Service may be suspended or terminated (see "Termination of Service for Credit Card Failure or Non-Payment" below).

Unless terminated per below section ‘TERM, TERMINATION AND RETURN OF DATA’, subscriptions are automatically renewed and payments are due and charged on the subscription renewal date. For example, a payment will be due and charged February 12th for an auto-renewal date of February 12th. A reminder notification of payment due will be emailed to the account owner prior to auto-renewal date.

Unless otherwise stated, invoiced charges are due as indicated and upon receipt.

Customer must pay all fees with a credit card upon receipt of an invoice from MMIC. MMIC will have the right to charge the Customer’s credit card for fees in accordance with the agreement. By providing MMIC with credit card payment information, Customer agrees that MMIC is authorized, to the extent permitted by applicable law, to immediately charge such payment method for all purchased Services, related services, and any renewals and fees due and payable to MMIC and that, except as required by applicable law, no additional notice or consent is required. Subscribing Customer agrees to maintain an updated form of payment with MMIC and immediately notify MMIC of any change in the payment information used for payment hereunder. Customer understands and acknowledges that all amounts owed must be paid on or in advance of the date due, and that if timely payment is not received, in addition to being in breach of Customer’s contractual obligations, the Service may be suspended or terminated. Any amounts not paid by the Customer when due may bear interest up to the highest rate permitted by law. Customer agrees to pay all costs of collection, including attorney’s fees and costs and all other legal and collection expenses incurred by MMIC in connection with its enforcement of its rights under the agreement.

Customer is responsible for providing complete and accurate billing and contact information to MMIC and notifying MMIC of any changes to such information.

For Subscribing Customers with more than one user (seat), fees will be prorated for users added mid-term. However, prorated refunds will not be issued for user subscriptions that are terminated or cancelled mid-term.

Taxes

Except as otherwise stated herein, Customer is responsible for the payment of all Taxes associated with its purchases under the Customer Agreement.

MMIC is solely responsible for taxes assessable against MMIC based on its income, property, and employees.

4) TERM, TERMINATION, AND RETURN OF DATA

Term

The applicable Services will continue for the duration specified in the applicable order form or subscription agreement (Initial Term). For Subscription Customers, following the end date of the Initial Term, Services will be automatically extended for additional consecutive terms of equal duration to the initial Term (Renewal Term) unless Customer provides notice of non-renewal, or cancels the Subscription, in accordance with the Section entitled “Cancellation or Non-Renewal” below. The Initial Term and any subsequent Renewal Term(s) may be collectively referred to as the “Term”.

Payment is due and charged on the renewal date (see PAYMENT TERMS section above).

These Terms of Service continue in effect until all order forms and/or subscription agreements and all Services are terminated.

Cancellation or Non-Renewal

For subscriptions, Customer’s credit card will be automatically charged (typically monthly) on the auto-renewal date. To cancel subscription or prevent auto-renewal, Customers must cancel the current subscription within their account dashboard before the auto-renewal date. Any subscription cancellation via account dashboard on or after the auto-renewal date will result in auto-renewal and billing of the subscription for an additional Renewal Term.

Cancellation or non-renewal of subscriptions will result in loss of report generation capabilities after the auto-renewal date; in other words, customer will still be able to generate reports until the end of the current term (for

example, the full 30 days) if it was paid in full. Customer will also still be able to download previously generated interaction reports for 30 days from report generation date.

Subscription cancellation or non-renewal is separate and different from account termination. Customer may terminate (delete) their account at any time. Account termination effectively also cancels a subscription.

This Customer Agreement will remain in effect until the account and login access is terminated/closed.

Termination of Service for Credit Card Failure or Non-Payment

MMIC will suspend or terminate Subscribing Customer's access to report generation capabilities within the Service if Customer has not paid amounts owed to MMIC when due. Suspended or terminated Subscribing Customers will continue to have download access to interaction reports in Customer's account dashboard for 30 days after report generation; however no new reports can be generated from the dashboard.

MMIC reserves the right to assess a reactivation fee to Subscribing Customers whose accounts are suspended or terminated based on late payments and require manual reactivation.

Termination for Material Breach

Either party may terminate the Customer Agreement if the other party material breaches any term of the Customer Agreement and does not cure the breach within thirty (30) days of receipt of written or electronic notice of breach.

Refunds

Subscriptions: MMIC does not provide refunds, neither partial nor full, if Customer cancels, non-renews, or decides to stop using the Service before the end of the Term. Exceptions can be made in cases of failure of the Service, when an issue cannot be fixed or Customer's needs cannot be satisfied.

Packages and Pay-Per-Report: Refunds may be assessed in cases of failure of the Service, when an issue cannot be fixed or Customer's needs cannot be satisfied.

Return of Data

As Customer has access to the Customer Information during the term of an order, MMIC has no obligation to provide Customer Information to Customer upon termination of the Customer Agreement.

Customer Actions upon Termination

Upon termination, Customer must pay any unpaid fees due to MMIC.

Customer must handle and store any reports obtained from Services according to applicable federal or state laws.

Customer, upon MMIC's request, will confirm in writing or electronically that it has complied with these requirements.

Suspension or Termination of Service for Violation of the Agreement

MMIC may immediately suspend or terminate the Service and remove applicable Customer Information if it in good faith believes that, as part of using the Service, Customer may have violated any term of the Customer Agreement.

MMIC may use reasonable efforts to try to contact Customer in advance, but it is not required to do so.

5) REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

Availability

MMIC will make commercially reasonable efforts to maintain uptime of 95% excluding any scheduled downtime, force majeure issues and third party services.

Mutual Representations and Warranties

Each party represents and warrants to the other that:

the Customer Agreement has been duly entered into and constitutes a valid and binding agreement enforceable against such party in accordance with its terms;

no authorization or approval from any third party is required in connection with such party's entering into or performance of the Customer Agreement; and

the entering into and performance of the Customer Agreement does not and will not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

Disclaimers

MMIC DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WHILE MMIC TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MMIC DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED.

FROM TIME TO TIME, CUSTOMER MAY REQUEST THE ADDITION OF CERTAIN CODE AND/OR FUNCTIONALITIES TO BE ADDED TO CUSTOMER'S WEBSITE OR OTHER PLATFORM. MMIC SHALL NOT BE RESPONSIBLE FOR ENSURING THAT THE REQUESTED CODE AND/OR FUNCTIONALITIES COMPLY(IES) WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS PERTAINING TO CUSTOMER'S BUSINESS. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT CUSTOMER ALONE SHALL BE RESPONSIBLE FOR ENSURING THAT CUSTOMER'S WEBSITE AND SERVICE OFFERINGS, EVEN IF SUPPORTED BY MMIC, COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

6) COMPLIANCE

No Medical Advice Provided by MMIC

MMIC does not provide medical advice, provide medical or diagnostic services, sell or prescribe medication or substances.

Use of the Service is not a substitute for the professional judgment of health care providers in diagnosing and treating patients.

Customer agrees that it is solely responsible for verifying the accuracy of patient or participant information (including, without limitation, obtaining all applicable patients' medical and medication history and allergies), and for all of its decisions or actions with respect to the medical care, treatment, and well-being of its patients or participants, including without limitation, all of Customer's acts or omissions.

Any use or reliance by Customer upon the Service will not diminish that responsibility.

Customer assumes all risks associated with Customer's use of the Service for the care or treatment of patients or participants.

NEITHER MMIC NOR ITS LICENSORS ASSUME ANY LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY (INCLUDING DEATH) TO CUSTOMER, A PATIENT, OTHER PERSONS, OR TANGIBLE PROPERTY ARISING FROM ANY USE OF THE SERVICE.

Customer's Compliance with Medical Retention Laws and Patient Records Access

Customer is responsible for understanding and complying with all state and federal laws related to retention of medical records, patient or participant access to information, and authorization to release data.

Customer must obtain any necessary patient or participant consent prior to using the Service.

HIPAA

As part of the Service, MMIC may perform or assist in performing a function or activity on Customer's behalf that involves the use and disclosure of Protected Health Information (as defined in 45 C.F.R. 164.501; PHI).

The parties may use or disclose such PHI as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) and the Standards for Security of Electronic Protected Health Information (Security Rule) promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (HITECH Act).

Capitalized terms used but not otherwise defined have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

In connection with and by agreeing to the Customer Agreement, you, if a Covered Entity, and MMIC, agree to be bound by the terms of a Business Associate Agreement which is incorporated herein by reference; and you (the "Covered Entity," as referred to in the Business Associate Agreement) hereby agree that you have read and agree to be bound by the terms of the Business Associate Agreement.

TCPA

This Section concerns compliance with the Telephone Consumer Protection Act of 1991, located at 47 U.S.C. §§ 227 et seq., including the implementing regulations therefor located at 47 C.F.R. 64.1200 et seq. (TCPA) and the Telemarketing Sales Rule authorized by the Telemarketing and Consumer Fraud and Abuse Prevention Act, located at 15 U.S.C. §§ 6101-6108 (TSR) and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, located at 15 U.S.C §§ 7701-7713 (CAN SPAM Act).

As between Customer and MMIC, Customer must comply and be solely responsible for complying with all laws governing any messages sent or received in connection with its access or use the Service, including without limitation, the TCPA, TSR, and CAN SPAM Act.

Customer is responsible for, without limitation, obtaining any legally required consents from all third parties (including its patients or customers) to send and receive any text message and/or emails using the Service and honoring any requests revoking such consent or otherwise "opting-out" of receiving any such messages and/or emails.

Customer is solely liable for, and must indemnify, defend and hold harmless MMIC from and against any and all damages, liabilities, judgments, fees, fines, costs and expenses (including reasonable attorneys' fees) incurred by MMIC arising from any claims, demands or legal actions made against MMIC resulting from Customer's failure to comply with this Section.

Definition of Confidential Information

Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally, visually or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).

MMIC's Confidential Information includes, without limitation, the non-public portions of the Service and Customer's Confidential Information includes, without limitation, Customer Information.

Protection of Confidential Information

Recipient or Customer must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of the Customer Agreement.

Recipient or Customer must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors, and clients (as the case may be) who need such access for purposes consistent with the Customer Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of the Customer Agreement.

Recipient or Customer may disclose Confidential Information (i) to the extent required by law or legal process; (ii) to its legal or financial advisors, provided that such advisors are bound by a duty of confidentiality that includes use and disclosure restrictions; and (iii) as required under applicable securities regulations.

Each party may disclose the terms and conditions of the Customer Agreement on a confidential basis to current and prospective investors, acquirers, lenders, and their respective legal and financial advisors in connection with due diligence activities.

Exclusions

Confidential Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information.

7) PROPRIETARY RIGHTS

Reservation of Rights by MMIC

The software, report contents, workflow processes, user interface, designs, know-how, and other technologies provided by MMIC as part of the Service, and all updates and enhancements, are the proprietary property of MMIC, and all rights, title, and interest in and to such items, including all associated intellectual property rights, remain only with MMIC.

MMIC reserves all rights unless expressly granted in the Customer Agreement.

Aggregation Services and De-identified Data

MMIC may use PHI to provide data aggregation services (as that term is defined by HIPAA) and to create de-identified data in accordance with 45 CFR 164.514(a)-(c).

MMIC solely owns all rights, title, and interest, in any de-identified data it creates from PHI.

MMIC and its affiliates may use and disclose, during and after the Customer Agreement, all aggregate, anonymized information and de-identified data for purposes of enhancing the Service, technical support and other business purposes, all in compliance with the HIPAA Privacy Standards, including without limitation the limited data set and de-identification of information regulations.

8) LIMITS ON LIABILITY

No indirect damage

MMIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, COST OF COVER, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Limit

MMIC'S TOTAL LIABILITY FOR ALL DAMAGES ARISING UNDER OR RELATED TO THE CUSTOMER AGREEMENT (IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ANY CLAIM BY CUSTOMER AGAINST MMIC MUST BE BROUGHT WITHIN SIX (6) MONTHS OF THE EVENT WHICH GAVE RISE TO THE CLAIM, AND IF IT IS NOT BROUGHT WITHIN SUCH TIME PERIOD THEN SUCH CLAIM IS EXPRESSLY WAIVED BY CUSTOMER.

9) INDEMNITY

Customer Indemnity

To the maximum extent allowed by law, Customer must indemnify, defend (at MMIC's option), and hold harmless MMIC, including its officers, directors, employees, agents, successors, and assigns against all third-party claims (including, without limitation, by governmental agencies), demands, damages, costs, penalties, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

the use of the Service by Customer;

Customer's breach of any term in the Customer Agreement;

Customer Information;

any unauthorized use, access, or distribution of the Service by Customer; or

violation of any individual's privacy rights related to information submitted under Customer's account, or fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted under Customer's account or by Customer.

MMIC Indemnity

MMIC shall indemnify, defend, and hold harmless Customer from and against any and all losses incurred by Customer resulting from any action by a third party (other than a person or entity that directly or indirectly controls, is controlled by, or is under common control with Customer) against Customer alleging that use of the Service in accordance with this Customer Agreement infringes or misappropriates such third party's US Intellectual Property Rights.

The foregoing obligation does not apply to the extent that the alleged infringement arises from:

Customer Information or Customer provided Content;

access to or use of the Service in combination with any hardware, system, software, network, or other materials or service not provided by MMIC or specified for Customer's use, unless otherwise expressly permitted by MMIC in writing;

modification of the Service other than:

by or on behalf of MMIC; or

with MMIC's written approval in accordance with MMIC's written specification;

failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of MMIC.

10) DISPUTE RESOLUTION

Governing Law

The Customer Agreement and any Dispute (as defined below) will be governed exclusively by the laws of the State of Colorado, without regard to its conflicts of laws principles. The parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes.

The parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of any Dispute.

General Arbitration Process

The parties shall submit any and all disputes, claims, or controversies arising out of or relating to the Customer Agreement including any conduct related to or arising out of the Customer Agreement following termination hereof (each a "Dispute") as follows:

the parties will submit the dispute to non-binding arbitration under the arbitration rules of the American Arbitration Association (AAA); and

if no settlement is reached within sixty (60) days of the start of arbitration, either party may seek legal redress in a forum of competent jurisdiction.

Either party may commence arbitration by providing to AAA and the other party a written request for arbitration, which must set forth the subject of the Dispute, the relief requested, and the factual and legal bases for such relief. The parties shall cooperate with AAA and with one another in selecting a mediator from the AAA panel of neutrals and in scheduling the arbitration proceedings. The parties shall participate in the arbitration in good faith and equally share the costs of the arbitration.

If the Dispute is not resolved through arbitration, the party seeking relief may pursue all remedies available at law, subject to the terms of this Agreement.

Notwithstanding this Section, either party may (i) terminate this Agreement according to its terms, or (ii) seek injunctive or equitable relief.

PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS

EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL PARTY BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

THE MEDIATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, CLASS OR REPRESENTATIVE PROCEEDING.

11) OTHER TERMS

Business Associate Agreement

See Addendum A at bottom.

Consent to Electronic Notice, Communications and Transactions

For purposes of messages and notices about the Service (including, without limitation, collections and payments issues), MMIC may send email notices to the email address associated with Customer's account.

For certain notices (e.g., notices regarding termination or material breaches), MMIC may send notices to the postal address provided by Customer.

Customer is solely responsible for keeping an updated email address within its account for notice purposes.

MMIC HAS NO LIABILITY ASSOCIATED WITH CUSTOMER'S FAILURE TO MAINTAIN ACCURATE CONTACT INFORMATION WITHIN THE SERVICE OR ITS FAILURE TO REVIEW ANY EMAILS OR IN-SERVICE NOTICES.

ELECTRONIC SUBMISSIONS THROUGH THE SERVICE IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE CUSTOMER'S CONSENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS.

Customer represents and warrants that it has the authority to take such actions.

Customer agrees that by registering for the Service (including without limitation, any request forms or use of communications features), the registration constitutes a permission for MMIC to send email, fax, or phone call communications related to the Service, (including, but not limited to, special offers, account management, billing, and upcoming events).

Customer represents and warrants it has the authority to grant such authorization.

Entire Agreement

The Customer Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter.

Customer is not relying on any representation concerning this subject matter, oral or written, not included in the Customer Agreement.

No representation, promise, or inducement not included in the Customer Agreement is binding.

No modification or waiver of any term of the Customer Agreement is effective unless signed by both parties.

Notwithstanding the foregoing, MMIC may modify or replace the Customer Agreement as detailed in the paragraph entitled "Changes", below.

The Convention on Contracts for the International Sale of Goods does not apply.

If there is a conflict between the Terms of Service and the order form or subscription agreement, the order form or subscription agreement prevails.

Changes

Notwithstanding anything to the contrary herein, these Terms of Service are subject to change by MMIC on a going-forward basis in its sole discretion at any time. When changes are made to these Terms of Service, MMIC will make a new copy of the modified Terms available on the Services and will also update the "Last Updated" date at the bottom of the Terms of Service. Any changes to the Terms of Service will be effective immediately for new Customers and will be effective for continuing Customers upon the earlier of: (i) thirty (30) days after posting notice of such changes on the Services for existing Customers; (ii) thirty (30) days after dispatch of an e-mail notice of such changes to you; or (iii) you providing consent to the updated Terms in a specified manner, as applicable. Unless otherwise stated, your continued use of the Services constitutes your acceptance of such change(s). If you do not agree to any change(s) after receiving a notice of such change(s), then, notwithstanding anything to the contrary herein, your sole recourse is to terminate the Agreement, effective as of the end of the then current Initial Term or Renewal Term, by providing MMIC written notice of termination prior to your continued use of the Services. Please regularly check the Services to view the then-current Terms.

Feedback

If Customer provides feedback or suggestions about the Service, then MMIC (and those it allows to use its technology) may use such information but without obligation to Customer.

Beta Features

If Customer is invited to access any beta features of the Service or a Customer accesses any beta features of the Service, Customer agrees that:

such features have not been made commercially available by MMIC;

such features may not operate properly, be in final form, or be fully functional;

such features may contain errors, bugs, design flaws, or other problems;

it may not be possible to make such features fully functional; use of such features may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss;

such features may change and may not become generally available; and

MMIC is not obligated in any way to continue to provide or maintain such features for any purpose in providing the ongoing Service.

These beta features are provided AS IS, with all faults. Customer assumes all risk arising from use of such features, including, without limitation, the risk of damage to Customer's computer system or the corruption or loss of data.

Assignment or Transfer of Agreement

MMIC may assign or transfer the Customer Agreement (or its rights and/or obligations) to any third party without Customer's consent.

Customer may not assign or transfer the Customer Agreement to a third party without the prior written consent of MMIC, except that the Customer Agreement may be assigned (without MMIC's consent but with notice) as part of a merger, or sale of all or substantially all of the business or assets, of Customer.

The Customer Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

Independent Contractors and Enforceability

The parties are independent contractors with respect to each other.

If any term of the Customer Agreement is invalid or unenforceable, the other terms remain in effect.

Survival of Terms

All terms survive termination of the Customer Agreement that by their nature survive for a party to assert its rights and receive the protections of the Customer Agreement.

Force Majeure

Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under the Customer Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party:

gives the other party prompt notice of such cause, and

uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

Notice

Except as otherwise provided herein, any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the applicable party as furnished in writing by either party hereto to the other. MMIC's address for notice is: Attn: PharmD Consult, LLC, 1942 Broadway St, STE 314C, Boulder, CO 80302 or by email to: info@psychedelicinteraction.com.

Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

ADDENDUM A

BUSINESS ASSOCIATE CONTRACT AND AGREEMENT

A “business associate” is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involves access by the business associate to protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. The HIPAA Rules require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information.

The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law.

A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law.

A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

This written contract will:

- (1) establish the permitted and required uses and disclosures of protected health information by the business associate;
- (2) provide that the business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law;
- (3) require the business associate to implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information;
- (4) require the business associate to report to the covered entity any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information;
- (5) require the business associate to disclose protected health information as specified in its contract to satisfy a covered entity’s obligation with respect to individuals’ requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings;
- (6) to the extent the business associate is to carry out a covered entity’s obligation under the Privacy Rule, require the business associate to comply with the requirements applicable to the obligation;
- (7) require the business associate to make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the covered entity for purposes of HHS determining the covered entity’s compliance with the HIPAA Privacy Rule;
- (8) at termination of the contract, if feasible, require the business associate to return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity;

(9) require the business associate to ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate with respect to such information; and

(10) authorize termination of the contract by the covered entity if the business associate violates a material term of the contract.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the above reference business entity.

(b) Covered Entity. "COMPANY" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the fore mentioned COMPANY.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to COMPANY any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the COMPANY as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the COMPANY; and

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).

Permitted Uses and Disclosures by Business Associate

(a) Business associate may use or disclose protected health information as required by law keeping in mind the minimal and necessary rules.

(b) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective on the date of purchase of Magic Mushroom Interaction Checker services (including report subscriptions and packages), and shall terminate on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement [and business associate has not cured the breach or ended the violation within the time specified by covered entity].

(c) Obligations of Business Associate Upon Termination. Business associate is to return all protected health information upon termination of the agreement.