

PracticeLight Membership Agreement

1. INTRODUCTION.

Welcome to PracticeLight! PracticeLight is a set of membership-based services that provide exclusive management information and proprietary analytics designed especially for owners and general managers of healthcare practices in selected medical specialty areas. Our goal is to develop and deliver high-quality, accessible decision support tools that Members can use to better understand and manage the business performance of their clinics. In order to ensure the quality of the Membership experience, promote the effectiveness of the Membership as a group, preserve the rights of individual Members, and protect our commercial interest in PracticeLight, we have established the following terms and conditions, which govern your Membership.

PracticeLight is owned and operated by Meridian Venture Services LLC (“Meridian,” “we,” or “us”), a Washington limited liability company with its principal offices in Ridgefield, Washington, USA. In exchange for becoming Members of PracticeLight and having access to PracticeLight services (the “PracticeLight Services” or the “Services”) and related websites (collectively, the “Site”), Members, their authorized staff and authorized agents (“you”) agree to be bound by this PracticeLight Membership Agreement (the “Agreement”) as well as Meridian’s Terms of Service (the “TOS”) and any other policies or agreements made part of the Agreement or TOS by reference. Please review these documents carefully, as they explain Meridian’s obligations to you, your rights and responsibilities as a PracticeLight Member, and several important policies related to Membership. We encourage you to call (360) 539-9537 or email memberservices@practicelight.com with any questions, comments or suggestions.

2. SERVICES AND FEES.

Meridian agrees to provide you with the PracticeLight Membership and Services you purchase through the Site in accordance with this Agreement and the applicable Membership and Service descriptions provided on the Site. You agree to pay the Fees for the Membership and Services in accordance with the pricing, payment terms, and methods described on the Site at the time of your purchase. Meridian expressly reserves the right to modify PracticeLight Services and pricing from time to time through its marketing materials, notice on the PracticeLight Site, and/or email notifications.

Your PracticeLight Membership is effective for the period covered by your Membership Plan and will continue uninterrupted upon your payment of the respective Membership Fee. Membership Fees for your plan, along with Fees for any individual add-on Services you purchase, will automatically be billed, at the then current rate, to the credit card or other billing source authorized by you, until either you or Meridian end your Membership or cancel individual Services. PracticeLight will email you a notification at least fifteen (15) days prior to the end of your Membership term that will (i) remind you of your Membership’s expiration date (the “Expiration Date”), (ii) supply you details of your current Membership and Services, (iii) provide pricing information for renewing your Membership, (iv) offer you the opportunity to modify your Membership, and (v) give you with the ability to cancel your automatic renewal and end your Membership. Unless cancelled by you prior to the Expiration Date, your Membership and any add-on Services associated with it will automatically be renewed for an additional annual term and the applicable Fees will be billed, at the then current rate, to the credit card or other billing source authorized by you.

3. PAYMENT AND REFUND POLICIES.

You may make payments to Meridian for your PracticeLight Membership and Services by providing a valid credit card. If you select a monthly payment plan, your first monthly payment will be processed at the time you submit your initial Membership registration and subsequent monthly payments will be charged to your card every 30 days thereafter. It is your responsibility to ensure that your credit card is kept valid for each monthly payment. You agree that if, for any reason, we are unable to bill your credit card for the full amount of any monthly payment owed Meridian, or if Meridian is charged back or incurs any fees or penalties in relation to any other monthly payments it previously billed to your credit card, Meridian may pursue all available remedies in order to obtain payment and recover all related costs. In addition, Meridian reserves the right to charge a reasonable administrative fee to cover administrative costs outside the scope of its regular Services, including fees charged by third party payment methods and attorney's fees pertaining to disputes. These charges will be billed to the credit card we have on file for you. You may change the credit card we bill for monthly payments at any time by contacting us directly at billing@practicelight.com. You agree that you are solely responsible for ensuring that your Membership and Services are renewed, and that Meridian shall not be liable to you or any third party if we are unable to bill your credit card to renew your Membership and Services.

In the event you choose to terminate your PracticeLight Membership prior to its Expiration Date, Meridian will credit your Membership account appropriately and charge you any applicable Early Termination Fees pursuant to the Early Termination provisions of this Agreement, but will not refund any payments you have already made toward the full price of your PracticeLight Membership and/or add-on Services.

4. MEMBERSHIP AND ACCESS TO SERVICES.

In general, a healthcare practice may become a PracticeLight Member and have access to the PracticeLight Services provided that the practice:

- (i) Provides care in a medical specialty area for which PracticeLight has created a Membership;
- (ii) Operates within a metropolitan market served by PracticeLight;
- (iii) Is duly organized under the law and licensed to operate in its community; and
- (iv) Would not, in Meridian's sole and exclusive judgment, adversely affect the purpose, character, performance, reputation, or future prospects of the Membership by virtue of becoming a PracticeLight Member.

The Services may be accessed and used by the Owner and/or General Manager of the Member Practice as well as any other designated employee or agent of the Member Practice who has responsibility for managing its operations or business affairs more generally. The aforementioned notwithstanding, Meridian reserves the right to refuse, limit, suspend, or revoke the Membership of any healthcare practice or the access of any individual User at any time, with or without notice, and for any reason. You agree that you are entirely responsible for maintaining the confidentiality of all Usernames, Passwords, PINs, Security Questions, and Credit Card information used in establishing, accessing, or managing your PracticeLight Membership and Services (collectively, the "Membership Access Information"). You should keep Membership Access Information in a secure location and take precautions to prevent others from gaining access to your Membership Account Information. For security purposes, Meridian recommends that Members change their Passwords every three (3) months or at any time they wish to revoke or change an individual User's authorization to access or use the Services or Site. You agree you are entirely responsible for any and all activity that occurs under your Membership. You agree to notify Meridian immediately of any unauthorized access or use of your Membership or Services. You agree Meridian will not be liable for any loss that you may incur as a result of someone else using your Membership Access Information, either with or without your knowledge.

You further acknowledge and agree you could be held liable for losses incurred by Meridian or a third party due to someone else using your Membership Access Information. Meridian specifically disclaims liability for any activity in your Membership, whether authorized by you or not.

5. USE OF SERVICES.

If you have purchased a PracticeLight Membership, Meridian grants you a non-exclusive, non-transferable, and non-assignable limited license to access and use the Services pursuant to the terms and conditions set forth in this Agreement. You may access and use the Services exclusively for internal business purposes pertaining to one (1) Practice Location or Clinic. The Services may be accessed through any computer that is connected to the Internet by up to three (3) Users simultaneously provided that each such User has previously been assigned a unique Username and Password within PracticeLight Setup. Additional Practice Locations and/or Users may be added to your Membership for an additional Membership fee. This license also permits you to download or print a copy of any portion of the Site to which you have properly gained access provided that you keep all copyright or other proprietary notices intact.

This license does not extend to distributing the information created or provided by the Services, whether or not for commercial gain, to any third party without the express written permission of Meridian. You shall not reproduce, reveal, or make available information created or provided as part of PracticeLight Services in whole or part to anyone else unless required by law except that selected information may be made available to consultants, coaches, accountants, attorneys, and any other advisers (“Third Party Advisers”) who have been engaged to provide management advice or support to the Member Practice and/or its principals provided that such Third Party Advisers shall:

- (i) Have no direct access to PracticeLight Services without Meridian’s prior written consent;
- (ii) Ensure that any data they collect or prepare for submission to PracticeLight has been verified and approved by the Member prior to such submission;
- (iii) Be bound by the Confidentiality and Nondisclosure provisions contained in this Agreement and shall, at the request of the Member or any representative of Meridian, execute a separate PracticeLight Confidentiality and Nondisclosure Agreement;
- (iv) Use all information provided by or derived from PracticeLight Services for the exclusive benefit of the Member who has engaged them;
- (v) Return all copies of any information provided by or derived from PracticeLight Services, irrespective of storage location or medium, to the Member at the end of the engagement or upon earlier request by that Member or by any representative of Meridian; and
- (vi) Refrain from disclosing to any other third party information regarding any PracticeLight Member, the PracticeLight Membership generally, or information about the design or operation of PracticeLight.

You are not authorized to combine the Services, the information they provide, or their enabling technologies (including, but not limited to underlying proprietary software and databases) with any other publication, service or software program or to integrate any plug-in or enhancement which uses or relies upon PracticeLight Services or enabling technologies. You are not authorized to modify, alter, or create derivative works based upon the Services, the information they provide, or their enabling technologies. You agree to not alter or modify any software used to deliver or manage PracticeLight Services and you further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code.

You may not use the PracticeLight Services for any commercial purpose without the advance written permission of Meridian. You acknowledge that violation of this provision would cause irreparable harm to Meridian not adequately compensable by monetary damages and, in addition to other relief, you agree that Meridian may seek injunctive relief without necessity of posting bond to prevent any actual or threatened violation of this provision.

You agree not to exploit for any other unapproved or unintended purposes any portion of the Services or the Site, use of the Services or the Site, or access to the Services or the Site. In particular, you agree not to use the Services or the Site to:

- (i) Attempt to discover or disclose the identity of any individual Member whose information has been blinded, de-identified, aggregated, or otherwise made anonymous for purposes of presentation within PracticeLight.
- (ii) Attempt to isolate, derive, use, and/or disclose the information of any individual Member whose information has been aggregated for purposes of presentation within PracticeLight;
- (iii) Harvest, collect, or distribute information about individual Members by electronic or other means;
- (iv) Harvest or collect Members' contact information by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (v) Solicit passwords or personally identifying information for commercial or unlawful purposes;
- (vi) Collect information from or otherwise interact with the Services or the Site through use of automated scripts;
- (vii) Send unsolicited commercial messages to Members, or send messages to Members with whom you have no prior relationship to solicit business or propose a business transaction;
- (viii) Impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- (ix) Access, use, or attempt to access or use another Member's information or Services without authorization from that Member;
- (x) Upload, post, transmit, share, store, or otherwise make publicly available any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- (xi) Upload, post, transmit, share, store, or otherwise make available any content that in the sole discretion of Meridian is harmful, unlawful, defamatory, infringing, inflammatory, obscene, indecent, fraudulent, invasive of privacy or publicity rights, objectionable, otherwise unsuitable for the Site or that could damage the reputation of PracticeLight and/or Meridian;
- (xii) Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (xiii) Upload, post, transmit, share, store, or otherwise make available content that, in the sole discretion of Meridian, restricts or inhibits any other person from using or enjoying the Site, or which may expose Meridian or PracticeLight Members to any harm or liability of any kind;
- (xiv) Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt,

- destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (xv) Use the Services or the Site in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Site;
 - (xvi) Create any liability for Meridian or cause us to lose (in whole or in part) the services of our Internet Service Provider(s) or other suppliers or vendors;

6. TERM OF AGREEMENT.

If you have purchased a PracticeLight Membership, the term of this Agreement shall continue in full force and effect from the time that you electronically executed it through the Membership's expiration date (the "Expiration Date") unless (i) you elect to terminate your use of the Services prior to the Expiration Date and notify Meridian appropriately, (ii) you and Meridian agree to an extension of your Membership beyond the Expiration Date, or (iii) you and Meridian agree to a renewal of your Membership.

7. MODIFICATIONS.

You agree that Meridian may modify this Agreement and the PracticeLight Services from time to time. Any modification is effective upon either a posting of the latest version on the applicable practicelight.com or meridianvs.com web page, or upon notice by electronic mail or US mail. You agree to be bound by any changes Meridian may reasonably make to this Agreement when such changes are made. Your continued use of the Services following notice of any modifications to this Agreement shall be conclusively deemed an acceptance of such modification. Meridian may at times offer certain promotions and incentives with different features and pricing for new and renewing PracticeLight Members or for PracticeLight Members in other medical specialty areas or metropolitan markets. You acknowledge and agree that nothing contained in PracticeLight's marketing communications subsequent to your execution of this Agreement shall bind Meridian or constitute a modification of this Agreement.

8. EARLY TERMINATION.

If you have specific questions about PracticeLight data, analytics, or related services, about your rights and responsibilities as a Member, or about the information you must provide in order to participate actively in the Membership, we urge you to review this Agreement completely, read our PracticeLight Overview, explore our Service Highlights, search the frequently asked questions (FAQs) on our Site and/or contact us by phone or email before becoming a Member. We provide clearly accessible lists of management metrics and analyses, service and process descriptions, information about permitted uses and permitted conduct, and descriptions of Member support and educational resources. We may also, at our sole discretion, provide the names of current or former Members who have agreed to serve as references or to provide testimonials for use in PracticeLight marketing. After a practice has joined the Membership, we use a simple, step-by-step orientation and onboarding process to introduce the Services, integrate them with clinic workflow, and help practice owners and general managers use them effectively in their decision making.

You agree that you will be responsible for notifying Meridian in writing should you choose to terminate your use of PracticeLight Services. You may terminate either (i) by clicking on the link within Member Services Central labeled "End My Membership," and submitting the End My Membership form, (ii) by sending an email clearly stating your intent to terminate to memberservices@practicelight.com with "End My Membership" in the subject line, or (iii) by sending a termination letter to the following address:

PracticeLight
Meridian Venture Services LLC
ATTN: Member Services
2706 NE 159th CIR
Ridgefield WA 98642

Notification of your intent to terminate must be provided to Meridian no earlier than fifteen (15) days prior to your monthly billing date but no later than five (5) days prior to your monthly billing date to avoid the following month's charges.

In the event you terminate your usage of PracticeLight Services within the first six (6) months of your Membership term, Meridian will credit your Membership account for 100 percent (100%) of the remaining balance less a \$500 Early Termination Fee, and you acknowledge and agree that you will be responsible for paying the outstanding amount. You hereby authorize Meridian, upon receiving notification of your intent to terminate, to bill the credit card you used to establish your PracticeLight Membership an amount equal to such outstanding balance. If you choose to terminate your PracticeLight Services after having been a Member for six (6) full months, Meridian will credit your Membership account for one hundred percent (100%) of the remaining balance due and no Early Termination Fee will apply.

9. OWNERSHIP AND CONFIDENTIALITY OF MEMBER INFORMATION.

Meridian and PracticeLight Members have a clear and compelling shared interest in protecting the confidentiality of Members' Practice Information, Patient Information, and Personal Information, whether submitted by Members or incidentally disclosed by Members in the course of using the Services.

Practice Information. You retain ownership of the Practice Information you provide to PracticeLight in the course of applying for Membership and using our Site or Services, including but not limited to, practice performance data, comments, feedback, and suggestions (collectively, "User Submission"). However, when you provide any User Submission to us, you are giving consent to Meridian, our subsidiaries, our affiliates, and our partners to use such User Submission in connection with providing the Services and managing our businesses. Except as otherwise provided in this Agreement, you grant us a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to reproduce, reformat, improve, edit, create derivative works of, publicly perform, publicly display, transfer, transmit, distribute, translate, publish, use and commercialize such User Submission and subsequent versions thereof without any further consent, notice, and/or compensation to you or any third parties. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our subsidiaries, affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed. Meridian is under no obligation to use or post any User Submission you may provide and may remove any User Submission at any time in its sole discretion. By providing a User Submission, you warrant and represent that you own or otherwise control all of the rights to your User Submission as described in this Agreement and that your User Submission complies with this Agreement's provisions concerning Information Quality.

Meridian will treat as strictly confidential all information pertaining to the identity and business affairs of each Member Practice (including, but not limited to, its strategies, services, patients, payer mix,

pricing, operations, management practices, and performance). We will not disclose the Practice Information of any individual Member in any unblinded form or in any disaggregated form that would permit identification of that Member by any reasonable means within or beyond the PracticeLight Membership.

Any comments, feedback, or suggestions you provide on or through the Site shall be deemed to be non-confidential and Meridian shall be free to use such information on an unrestricted basis.

Patient Information. PracticeLight does not collect or use individually identifiable health information (“Patient Information”) to provide most of its Services. However, certain optional Services (for instance, those that involve analysis of patient satisfaction and geographical market mapping) may require Members to supply or provide access to selected Patient Information, or may place PracticeLight in a position where it could come into incidental contact with Patient Information (for instance, onsite practice baselining). As a practical matter, since PracticeLight is focused on improving Members’ business management decisions rather than on clinical decision making, even the Services that do require Patient Information generally require very little.

Meridian will treat as strictly confidential any Patient Information disclosed by PracticeLight Members and will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). In cases where a Member purchases PracticeLight Services that require disclosure of Patient Information, Meridian and that Member shall execute a special-purpose Business Associate Agreement prior to the exchange of any Patient Information. This Business Associate Agreement will specify, among other things, how the Patient Information may be used and disclosed in relation to the Services. PracticeLight is designed to be compliant with HIPAA regulations as they pertain to the security of Patient Information and how it is stored electronically.

It is the responsibility of each Member to know whether they are a “covered entity” within the meaning of HIPAA, and to understand and comply with their obligations under the Act. Meridian shall not be responsible for any Member’s failure to comply with HIPAA regulations in connection with disclosure of Patient Information, whether or not such non-compliant disclosure occurred in connection with PracticeLight Services, involved other PracticeLight Members, or was facilitated by PracticeLight systems.

Personal Information. Please refer to Meridian’s Privacy Policy at <http://practicelight.com> or <http://meridianvs.com> for disclosures related to our collection and use of your Personal Information.

Disclosures Between, and Among Members. Members may disclose their unblinded, disaggregated Practice Information to other Members in four principal ways:

1. Disclosures Through Open Benchmarking and Best Practice Groups. Certain optional PracticeLight Services may require any Member using such Services to authorize Meridian to reveal their identity and/or to disclose selected Practice Information in unblinded, disaggregated form to a group of other participating Members (collectively, an Open Benchmarking and Best Practice Group), each of whom is bound by a separate Open Benchmarking Agreement. You acknowledge and agree that you are not required to purchase any such optional Services, join any Open Benchmarking and Best Practices Group, or disclose any of your information in unblinded, disaggregated form to any other Member as a condition of PracticeLight Membership. You further agree that, if you choose to participate in any optional Open

PracticeLight Services, you will be bound by the additional terms and conditions established for that Service, including those governing the use and disclosure of information voluntarily disclosed to you by other participating Members.

2. **Brokered Disclosures Between or Among Members.** Any Member may approach PracticeLight with a specific research or professional networking request that seeks disclosure of more detailed information about another PracticeLight Member's performance and/or an introduction to another PracticeLight Member. PracticeLight staff will direct such disclosure requests appropriately and will work with interested Members to manage any agreed disclosures. You acknowledge and agree that you are not required to agree to any disclosure request by any other Member or to disclose any of your information in unblinded, disaggregated form to any other Member as a condition of PracticeLight Membership. You further agree that, if you are party to any disclosure arrangement brokered by PracticeLight (whether as a disclosing or recipient Member), you will be bound by the agreed terms and conditions of such arrangement, including those governing the use and disclosure of information voluntarily disclosed to you by other participating Members.
3. **Private Disclosures Between or Among Members.** Members may choose to identify themselves and/or to disclose their unblinded, disaggregated practice information directly to other Members using aspects of the PracticeLight Services or Site designed to foster communication across the Membership. Members may also choose to disclose their unblinded, disaggregated information directly to other Members by other means not owned, controlled, or managed by PracticeLight. At the request of any Member considering such disclosure, PracticeLight will provide a sample Confidentiality and Non-Disclosure Agreement that may be modified by the Member and/or Member's attorney based on the nature of the disclosure being considered. If you have reservations about the disclosure or specific concerns about protecting the confidentiality of the information you plan to disclose, we encourage you to consult a qualified attorney.
4. **Unintentional, Incidental, and Misdirected Disclosures By, Between, and Among Members.** As PracticeLight Memberships grow and Members expand their interactions with each other, we anticipate that Members will occasionally disclose Practice Information without meaning to do so, or that they will inadvertently disclose Practice Information to the wrong party. You hereby agree that, if you are the recipient of such unintentional, incidental, or misdirected disclosure, you will not use the Practice Information in any manner whatsoever and that you will not reproduce, communicate, reveal, or make available to any third party any Practice Information so disclosed to you. You further agree that you will notify both the Disclosing Member and PracticeLight of the Disclosure as soon as reasonably practicable.

10. OWNERSHIP AND CONFIDENTIALITY OF PRACTICELIGHT INFORMATION.

All PracticeLight data, analyses, management reports, and benchmarks, as well as any other information disclosed by PracticeLight to you are owned, controlled, or licensed by or to Meridian, and shall be considered Confidential Information. You recognize and acknowledge that as a Member you will be provided with, have access to, and, in some cases, contribute to the development or creation of additional Confidential Information, including without limitation information about PracticeLight's current and future Memberships, key Members, key staff, business strategies, product and service designs, pricing, key relationships (marketing partners, vendors, content and technology providers), management practices, operations, and performance. You agree that you shall not, either while a

Member or subsequent to the termination of your Membership, use or disclose any Confidential Information to any Person who is not employed by Meridian or not authorized by Meridian to receive such Confidential Information without Meridian's prior written consent. You further agree to use reasonable and prudent care to safeguard, protect, and prevent the unauthorized use and disclosure of Confidential Information.

11. INFORMATION QUALITY.

PracticeLight invests significant resources to ensure the quality of the reporting, analysis, and data visualization we provide to Members. Where there is any reasonable question as to the accuracy of the information we present, we will make reasonable efforts to validate the underlying data and to ensure that we have collected, manipulated and reported it correctly.

The accessibility and security, performance, and usefulness of the PracticeLight Services depend on a well-managed flow of timely, complete, and accurate information between PracticeLight and its Members. For this reason, we make ongoing efforts to ensure the quality of information our Members submit to us, including (i) minimizing the amount of Practice Information we collect, (ii) simplifying the types of data we use to profile your practice, (iii) streamlining and automating processes, and (iv) providing just-in-time education and support.

You recognize and acknowledge that the quality of the information you provide may significantly affect the quality of the Membership experience for you and other PracticeLight Members in the following ways:

Accessibility and Security. After you become a Member, we will send you an email with login information for the practice owner or general manager as well as a link to the appropriate PracticeLight Login page and instructions for accessing the PracticeLight Setup pages. We will use the email address that you entered during your purchase transaction. We will also use this email to provide you with notifications about your Membership and Services. It is your responsibility to input a valid email address, and to set your email controls (including your spam filters) so that you can receive the information from us. If you do not provide a valid email address or are unable to receive our email, this may prevent us from delivering the information necessary for you to access, set up, and manage your PracticeLight Services. Members can call us at (360) 539-9537 or email us at memberservices@practicelight.com if they have difficulty accessing their Membership resources.

Within the PracticeLight Setup pages, you will have an opportunity to provide specific information about the Member Practice and Clinic Locations, identify authorized Users, make choices about who should receive reminders, alerts, and confirmation (as well as how and when they should be sent), and customize certain default aspects of PracticeLight's operations and appearance. The contact information you supply (including names, physical addresses, phone numbers, fax numbers, and email addresses) will be used by Meridian to verify your identity, validate your Membership eligibility, manage access to your Services, and communicate with you about PracticeLight. You acknowledge that failure by you to provide timely, complete, and accurate information may result in delayed, denied, or unauthorized access to the Services and may compromise the security of your information. You further acknowledge that failure by you to provide timely, complete, and accurate information may result in failed, incomplete, misdirected, or delayed communications by Meridian.

Performance. PracticeLight relies upon the information you provide through the PracticeLight Setup pages, Annual Baseline forms, Daily Close forms, Monthly Close forms, Close-Up forms, Forecast Forms,

and Goal Forms as well as through other electronic and non-electronic means to support key aspects of its Services, including but not limited to:

- (i) Maintaining correct performance records pertaining to each Member's location(s) for that Member's reference;
- (ii) Analyzing certain key aspects of business performance pertaining to each Member's location(s) and generating useful management reports for that Member's use;
- (iii) Placing Member locations in appropriate "Peer Groups" or "Segments" for purposes of more detailed analysis and reporting;
- (iv) Developing and publishing Membership "benchmarks" that individual Members can use to evaluate the performance of their location(s), set goals, and identify improvement opportunities;
- (v) Reporting on local market expectations and providing local market updates;
- (vi) Conducting periodic research on management issues of interest to the Membership as a whole.

You acknowledge that failure by you to provide timely, complete, and accurate information may result in delayed, incomplete, inaccurate, and/or otherwise compromised record keeping, analysis, and/or reporting of your information by PracticeLight. You further acknowledge that failure by you to provide timely, complete, and accurate information may adversely affect the type, quantity, and quality of information available to other Members insofar as information you provide is used by PracticeLight in broader Membership, Peer Group, or Segment analysis and reporting and that such analysis and reporting are sensitive to your information.

Usefulness. PracticeLight is committed to providing high-quality, accessible decision support tools to our Members. We recognize that such tools are useful only to the extent that the information inputs supplied by Members are reliable and the analysis they deliver is credible. You acknowledge that failure by you to provide timely, complete, and accurate information may diminish or limit the usefulness of PracticeLight Services to you and to other Members for particular decision-making applications.

For the reasons highlighted in the paragraphs above, you acknowledge and agree that it is in the best interest of PracticeLight Members and Meridian to make reasonable efforts to ensure that the information provided to PracticeLight (and, where appropriate, the information Members exchange with other PracticeLight Members) is up-to-date, complete, and free of errors. In consideration for becoming a Member and having access to PracticeLight Services, you agree to supply PracticeLight with timely, complete, and accurate information, and to provide updates to PracticeLight as needed while you are a Member. You further agree that:

- (i) You shall notify Meridian within five (5) business days of any change to the information you provided as part of the PracticeLight Membership Application and/or Registration, and that failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Meridian to determine the validity of information provided by you will constitute a material breach of this Agreement;
- (ii) You, not Meridian, have sole responsibility for the timeliness, accuracy, and completeness of all information you provide to PracticeLight, as well as sole responsibility for any intellectual property or data protection obligations pertaining to such information;
- (iii) If you knowingly provide to PracticeLight any information that is not current, inaccurate, false, misleading, or incomplete, or if Meridian has reasonable grounds to suspect that your information is not current, inaccurate, false, misleading, or incomplete, Meridian

- has the absolute right, in its sole discretion, to revoke, suspend, or limit your PracticeLight Membership and to terminate the Services;
- (iv) Meridian may use and rely on any information provided by you for all purposes in connection with the Services, subject to the provisions of this Agreement, the TOS, and Meridian's Privacy Policy;
 - (v) Meridian is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of the information you submit;
 - (vi) By submitting any information to us, you represent and warrant that such information is timely, accurate, and complete to the best of your knowledge and that your submission is not in violation of any contractual restrictions or other third party rights.

12. INTELLECTUAL PROPERTY.

You acknowledge that the PracticeLight Services and Site are subject to proprietary rights of Meridian. All rights in the product names, company names, trade names, logos, service marks, product packaging, and trade dress, whether or not appearing in large print or with the trademark symbol (collectively, the "Intellectual Property") displayed in Service-related materials or on the Site belong exclusively to Meridian or their respective owners and are prohibited from imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. You may not use, "frame," or utilize any "framing" techniques to enclose any Intellectual Property, including but not limited to text, graphics, images, audio, video, software, layout/design of pages or forms found within PracticeLight materials or on the Site. The use or misuse of the Intellectual Property or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied within PracticeLight materials or on the Site confers on you any license or right in or under the Intellectual Property of Meridian or any third party.

13. RELATIONSHIP OF THE PARTIES.

This Agreement is entered into by and between Meridian and each Member (the "Party," "Parties") individually, and is made effective as of the date of electronic execution. Nothing in this Agreement shall be construed to make either Party an agent, employee, franchisee, partner, or legal representative of the other or to create any relationship between or among Members.

14. MEMBER REPRESENTATIONS.

The person entering into this Agreement electronically on behalf of the Member represents and warrants that:

- (i) The Member is a legitimate, fully licensed healthcare practice;
- (ii) He/She has the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the Member and to provide PracticeLight with all information necessary to deliver the Services;
- (iii) His/Her electronic signature binds the Member to undertake the obligations set forth in this Agreement; and
- (iv) He/She and the Member are acting in good faith and have no knowledge of their actions infringing upon or conflicting with the legal rights of Meridian or any third party.

15. DISCLAIMERS.

General. The PracticeLight Services and Site are delivered on an "as-is" and "as-available" basis. Meridian does not promise that the Services or Site or any feature, functionality, or content of the Services or Site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Services or Site will provide specific results. All information provided on the Site is subject to

change without notice. Meridian cannot ensure that any files or other data you download from the Site will be free of viruses or contamination or destructive features. Meridian disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability, and fitness for a particular purpose. Meridian disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with or related to your use of the PracticeLight Services or Site. You assume total responsibility for your use of the Services and Site. Your sole remedy against Meridian for dissatisfaction with the PracticeLight Services or Site is to terminate your PracticeLight Membership pursuant to the Early Termination provision of this Agreement. This limitation of relief is a part of the bargain between the parties. The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Meridian reserves the right to do any of the following, at any time, without notice:

- (i) To modify, suspend or terminate operation of or access to the PracticeLight Services or Site, or any portion of the Services or Site, for any reason;
- (ii) To modify or change the PracticeLight Services or Site, or any portion of the Services or Site, and any applicable terms and conditions; and
- (iii) To interrupt the operation of the PracticeLight Services or Site, or any portion of the Services or Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Reliance upon PracticeLight Information. PracticeLight's performance management and benchmarking information should always be used in combination with other relevant information and according to the best judgment of the practice's Owner or General Manager when making important business decisions. We encourage Members at all times to use, manage, and maintain the primary transaction systems and services established for their practices. Meridian makes a good faith effort to ensure the accuracy of the information it provides to PracticeLight Members and to correct errors when they are identified. However, PracticeLight Services incorporate data obtained from Members and from third party sources, and Meridian cannot guarantee the timeliness, completeness, or accuracy of the information or analysis in all cases. Meridian cannot be responsible for data entry errors, deletions, or omissions by authorized PracticeLight Users, whether accidental or intentional. Further, Meridian is not responsible for conclusions drawn or decisions made based upon PracticeLight information or analysis. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied.

16. LIMITATION OF LIABILITY.

Except where prohibited by law, in no event will Meridian be liable to you for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages resulting from your use of or reliance upon PracticeLight Services or information, including lost profits, even if Meridian has been advised of the possibility of such damages.

In the event that you have a dispute with any third party, including another Member, related to, arising from, or in any way connected with your use of the PracticeLight Services or Site, you release Meridian from any claims, demands, and damages of every kind and nature arising out of or in any way connected with such a dispute, and agree to hold Meridian harmless in connection with any such dispute.

If, notwithstanding the other provisions of this Agreement and the TOS, Meridian is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the

Services or Site, Meridian's liability shall in no event exceed the greater of (i) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid to Meridian in the three (3) months prior to the date of the initial claim made against Meridian (but not including the purchase price for any hardware or software products or support or similar program), or (ii) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

17. INDEMNITY.

You agree to indemnify and hold Meridian, its shareholders, officers, directors, predecessors, successors in interest, employees, agents, contractors, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Meridian by any third party due to or arising out of or in connection with your (including anyone accessing or using your Membership or Services, with or without your authorization) (i) use or misuse of the PracticeLight Services or Site, (ii) breach of this Agreement or other incorporated agreements, (iii) breach of any representation or warranty contained herein, (iv) negligence or willful misconduct, or (v) infringement on or misappropriation of any third party's intellectual property rights. You agree to notify Meridian of any such claim promptly in writing and that Meridian shall have the right to participate in the defense of any such claim through its own legal representation. You further agree to permit Meridian to control any proceedings and to cooperate fully with Meridian in any proceedings.

You also agree that if Meridian is notified that a complaint has been filed with a governmental, administrative, or judicial body in connection to your use or misuse of the PracticeLight Services or Site, Meridian may, in its sole discretion, take whatever action we deem necessary to comply with the requirements of such body until such time as the complaint has been resolved, including but not limited to, suspension, limitation, or control of your Membership Services. You agree that we will not refund any fees paid by you to PracticeLight if, for any reason, Meridian takes action to address your improper or illegal use of the Services or Site.

18. GOVERNING LAW.

You agree that all matters relating to your access to and use of the Services or Site, including all disputes, will be governed exclusively by the laws of the United States and by the laws of the State of Washington without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Clark County, Washington, and waive any objection to such jurisdiction or venue.

19. COUNTERPARTS AND ELECTRONIC CONTRACTING.

If executed in printed form, this Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. You agree that a printed version of this Agreement, of all incorporated agreements, and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In cases where Meridian, in its sole discretion, seeks your consent to this Agreement, the TOS, or to terms and conditions of certain other agreements on this Site by means of an electronic signature that asks you to "click" on boxes containing the words "I Accept", "I Agree" or other similar phrases (collectively, "Acceptance Terms"), you acknowledge and agree that your "click" will be deemed a legally binding electronic signature. You further agree that you will carefully review any document or web page before making such an electronic signature.

20. EXECUTION OF ADDITIONAL INSTRUMENTS.

The Parties agree to execute such other and further documents reasonably necessary to further effect and evidence the terms and conditions of this Agreement and to comply with any laws, rules, or regulations.

21. HEADINGS.

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. In the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.

22. HEIRS, SUCCESSORS, AND ASSIGNS.

Each and all of the terms, conditions, provisions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their heirs, representatives, successors, and assigns.

23. NO THIRD PARTY BENEFICIARIES.

Except as otherwise expressly provided herein, this Agreement (including any and all incorporated agreements) shall not be interpreted or construed to confer any rights, remedies, obligations, or liabilities on any third parties.

24. NOTICES.

You agree that all notices from Meridian to you may be posted on the PracticeLight Site, except for notices pertaining specifically to (i) your individual Membership, (ii) your particular access to or use of the Services, or (iii) your compliance with this Agreement. Notices related specifically to your individual Membership, Services, or compliance with this Agreement will be sent to the email, physical mailing address, and/or fax number you have provided in the PracticeLight Setup. In all cases, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from you to PracticeLight shall be sent to legal@meridianvs.com, the fax number provided on the PracticeLight Site, or the physical mailing address below:

PracticeLight
Meridian Venture Services LLC
ATTN: Legal Counsel
2706 NE 159th CIR
Ridgefield, WA 98642

25. RIGHTS AND REMEDIES CUMULATIVE.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

26. SEVERABILITY.

If any of the provisions of this Agreement (including any and all incorporated agreements) are held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a

valid provision that best embodies the intent of these Terms of Service, so that this Agreement shall remain in full force and effect.

27. WAIVERS.

Meridian's failure to seek redress for violation of or to insist on strict performance of any provision of this Agreement (including any and all incorporated agreements) shall not constitute a waiver by Meridian of any provision or any right it has to enforce this Agreement. Further, no waiver of any provision herein shall be deemed a waiver of any other provision, whether or not similar, nor constitute a continuing waiver unless it is expressly stated so in writing. You agree that no course of conduct between Meridian and you or any other party be deemed to modify any provision of this Agreement.

28. SURVIVAL.

Sections 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 shall survive any termination or cancellation of this Agreement.

29. ENTIRE AGREEMENT

This Agreement and any other document to be furnished pursuant to the provisions hereof constitute the entire agreement and understanding between you and Meridian with regard to your access and use of the PracticeLight Services and Site. There are no promises, restrictions, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede any and all prior agreements or understandings between you and Meridian with respect to the subject matter hereof.