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HOSTING AND MANAGED SERVICES AGREEMENT

This **HOSTING AND MANAGED SERVICES AGREEMENT** (the "Agreement"), is made and entered into as of the last date signed below (the "Effective Date"), by and between **MEDHOST Direct, Inc.** ("MEDHOST Direct"), a Tennessee corporation and wholly owned subsidiary of MEDHOST of Tennessee, Inc., each with offices at 6550 Carothers Parkway, Suite 100, Franklin, TN 37067, and **Curae Health**, a Tennessee company, with offices at 121 Leinart Street, Clinton, TN 37716 ("Company").

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WHEREAS, Company desires to obtain access to certain Hosting and Managed Services provided by MEDHOST Direct for the purpose of allowing Company to utilize a centralized data processing site to support its Licensed Sites; and

WHEREAS, Company desires to support its information technology operations with certain Managed Services; and

WHEREAS, MEDHOST Direct desires to offer such Hosting and Managed Services, on a non-exclusive basis, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby covenant and agree as follows:

I. DEFINITIONS.

A. "**Software**" shall mean any software licensed to Company by MEDHOST of Tennessee, Inc., ("MEDHOST"), through a separate agreement with Company (the "License Agreement").

B. "**Go-Live**" shall mean the date upon which the initial software application provided under Hosting becomes available for access and use by Company in its operations.

C. "**Purchase Order**" means a document signed and mutually agreed upon between Company and MEDHOST Direct which details certain Services to be provided to Company by MEDHOST Direct under and subject to this Agreement.

D. "**Hosting**" shall mean: (i) hosting on computers owned by MEDHOST Direct of those certain proprietary software applications provided by or on behalf of Company under license from MEDHOST, via the License Agreement for access and use by Company solely at the Licensed Sites and other software licensed from third-parties and provided by or on behalf of Company for use at a Licensed Site (collectively, the "Hosted Applications"); and (ii) services necessary for day-to-day operation of the foregoing software applications as more specifically identified on a Purchase Order. Unless defined herein, capitalized terms used herein shall have the same meaning assigned to them in the License Agreement.

E. "**Intellectual Property Rights**" shall mean, whether arising under U.S. federal or state law or the laws of any other country or jurisdiction throughout the world, any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights; (v) all

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other intellectual and industrial property rights (of every kind and nature and however designated, including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

F. "Licensed Sites" shall mean those specific hospital facilities where Company has obtained a license for the software applications from MEDHOST under the License Agreement.

G. "Managed Services" shall mean such information technology related services necessary to operations of Company that MEDHOST Direct may provide to Company under a mutually agreed upon Statement of Work.

H. "Minimum Technical Standards" shall mean the technical standards identified at <http://www.medhost.com/documents> incorporated herein by reference, setting forth the minimum specifications for certain equipment and other assets required to utilize the Services. MEDHOST Direct reserves the right to modify the Minimum Technical Standards in its sole discretion from time to time in response to application software upgrades and changes in hardware, software, and/or telecommunications practices and standards.

I. "Company Data" shall mean all information generated by Company, which is transmitted to MEDHOST Direct from time to time in electronic form pursuant to this Agreement, including all such information that is processed utilizing the Services and without limitation, Protected Health Information as defined in the Business Associate Agreement entered into separately by the parties.

J. "Services" shall mean Hosting and Managed Services.

K. "Statement of Work" or "SOW" shall mean a document signed and mutually agreed upon between Company and MEDHOST Direct which details information technology related services to be provided to Company by MEDHOST Direct, in such format as agreed to in writing between the parties.

L. "Affiliate(s)" shall mean, as to either party, any other person or entity that controls, is controlled by or is under common control with that party, whether by virtue of ownership, voting power, management or otherwise.

II. SERVICES PROVIDED.

A. Services. Subject to the terms and conditions of this Agreement: (i) MEDHOST Direct will provide Hosting for Licensed Sites to Company through MEDHOST Direct's data center, but only during the Term (as hereinafter defined) and subject to the terms and conditions of this Agreement and only for the limited purposes specified herein and MEDHOST Direct will provide Managed Services under such terms and conditions that may be specified in a SOW(s) for the aforementioned Term. From time-to-time during the term of this Agreement, Company may also request, and MEDHOST Direct agrees to consider, providing services other than Managed Services, pursuant to the terms of a mutually agreed upon and signed SOW.

B. Location of Hosting. Company agrees that, for the purpose of calculating and assessing any and all state and local taxes, transactions relating to Services provided on site shall be deemed to have occurred at the MEDHOST Direct data center. Company acknowledges that additional taxes may be levied by local and state governments in whose jurisdiction Company is located.

C. Access. Company shall have access to the Hosted Applications via the telecommunications standards set forth in the Minimum Technical Standards. Company is solely responsible for obtaining and maintaining all telephone, computer hardware, software, internet service, dedicated transmission lines and all other equipment and utilities needed for access to and use of the Services, including without limitation as specified in the Minimum Technical Standards, and for all costs associated therewith.

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Company is also solely responsible for the delivery, accuracy and completeness of all Company Data provided or transmitted to MEDHOST Direct, and MEDHOST Direct assumes no responsibility therefor.

D. Hosting Services. Hosting shall include such activities as set forth in the Hosting Scope of Services published at <http://www.medhost.com/documents> and incorporated herein by reference (the "Scope of Services"). The Hosting fee shall include the listed services. MEDHOST Direct reserves the right to modify the Scope of Services from time to time to the extent that it makes such modifications for its general customer base. MEDHOST Direct agrees that it will perform such other hosting related services as may be documented in a SOW.

III. SERVICE FEES AND TERM.

A. Fees. In consideration of the Services granted herein:

1. Company shall pay Hosting fees, per month for each Licensed Site, for applicable software licensed from or otherwise distributed by MEDHOST in the amounts set forth on the applicable Purchase Order, commencing on the Go-Live date for each such site and continuing through the term of this Agreement. Hosting fees shall be prorated for the initial month of operation for each such site. Initial Licensed Site(s) are shown on Exhibit A. Hosting of additional software or for services beyond those specified in the applicable Purchase Order at these location(s) or for new locations shall be subject to a SOW.
2. Telecommunications fees will be billed monthly per facility at the average actual cost incurred. The initial average actual cost incurred per facility is estimated to be \$1,500. Actual cost may vary.
3. Managed Services shall be billed monthly in accordance with the SOW authorizing such services.
4. Company shall pay Service fees for MEDHOST Direct Security Set-up and MEDHOST Direct Go-Live Assistance in the amount set forth on the Purchase Order.

B. Term. The Term of this Agreement shall commence at the Effective Date of this Agreement and continue for a total of sixty (60) months ("Initial Term"). The Term of the Agreement shall be the Initial Term plus the Renewal Terms.

C. Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew each year for successive one (1) year periods (each, a "Renewal Term"), unless either of the parties hereto notifies the other in writing of its intent to terminate this Agreement, at least ninety (90) days prior to the end of the then existing Term, in which event this Agreement shall terminate upon expiration of the then existing Term.

D. Annual Fee Adjustment. At least ninety (90) days before each anniversary of the Effective Date, MEDHOST Direct shall notify Company in writing of any change in the amount of the Service fees to be charged hereunder beginning on such anniversary date. MEDHOST Direct shall have the right to increase such fees upon at least ninety (90) days' written notice to Company; however, no such increase can be made more than once every twelve (12) months, and no more than 5% per annum.

E. Other Software. Use of any software in connection with the Services that is subject to license by Company from a third party, and the rights and obligations in connection therewith, shall be governed by the applicable terms and conditions of such third party. Such terms and conditions are exclusively between Company and such third party and MEDHOST Direct has no liability or responsibility with respect to such software and Company releases MEDHOST Direct from all liability and responsibility with respect thereto.

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F. Payment Terms.

1. All fees and charges billed to Company are due within thirty (30) days of the billing date.
2. Company shall pay all said fees via Direct Debit Authorization and agrees to provide MEDHOST Direct in a timely manner such account and other information reasonably requested by MEDHOST Direct to facilitate such payment.
3. Company agrees to pay an interest charge of one percent (1%) per month on all balances owing more than thirty (30) days from billing date, or the maximum interest rate allowed by applicable law, whichever is less.

G. Termination. Either party shall have the right to terminate this Agreement, upon the occurrence of any of the following events:

1. Immediately upon written notice to the other party, if the other party hereto breaches any of the confidentiality provisions set forth herein, or if Company infringes on MEDHOST Direct's Intellectual Property Rights.
2. If the other party hereto defaults in the performance of any of its material obligations under this Agreement (other than with respect to confidentiality and MEDHOST Direct's Intellectual Property Rights, which are addressed above) and such default remains uncured for thirty (30) days after its receipt of written notice specifying the nature of such breach. For purposes of nonpayment of any amount due from Company, a material breach includes, without limitation, failure to pay any amount when due.
3. In the event MEDHOST Direct's failure to perform under this Agreement is due to circumstances beyond MEDHOST Direct's reasonable control, the time for MEDHOST Direct to cure such default under Section III (G) (2) shall extend until such circumstances have been resolved and for a period of ten (10) days thereafter.
4. The institution by or against either party of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of its debts and such proceeding is not dismissed within sixty (60) days of its being filed.
5. Either party making an assignment for the benefit of creditors.
6. Either party's dissolution or liquidation.
7. In the event that Company defaults in the payment of any amounts owed, or the performance of any obligations, under any other agreement between MEDHOST Direct or any of its Affiliates and Company, then this Agreement shall be in default and MEDHOST Direct may exercise all rights and remedies provided herein.

H. Actions Upon Termination. Upon termination of this Agreement for any reason, Company shall immediately cease to have access to and use of the Services and the software in connection with this Agreement, and shall return all Documentation and other proprietary information to MEDHOST Direct.

IV. **MEDHOST DIRECT OBLIGATIONS.**

A. Services. During the Term of this Agreement, MEDHOST Direct will provide and maintain the Services such that the Services materially perform according to the specifications set forth in the Documentation and the Scope of Services.

B. Availability of Services. MEDHOST Direct agrees that the Services will be operable and available to materially perform the functions set forth in the Documentation twenty-four (24) hours per day, seven (7) days per week, subject to the terms further set forth in this Agreement. MEDHOST Direct will provide ninety-nine percent (99%) uptime annually, with the exception of unavoidable outages and

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unavailability of the Services from time to time for maintenance or upgrades. The parties acknowledge that MEDHOST Direct will not be responsible for the unavailability of the Services due to telecommunications failures or other circumstances beyond MEDHOST Direct's reasonable control, and such unavailability shall not constitute an event of default or be considered downtime for purposes of determining availability of the Services herein.

C. Back-up Storage. Once during each consecutive twenty-four (24) hour period, Company Data will be backed up and stored in a secure location. MEDHOST Direct will maintain only one (1) copy of such back-up media. The terms and conditions are further set forth in the Scope of Services.

D. Transmission of Processed Company Data. Company may transmit Company Data (whether processed in connection with the Services or not) to such persons and entities as Company determines in its sole discretion. Company is solely responsible for all such Company Data. As between Company and MEDHOST Direct, all Company Data shall be deemed to be the exclusive property of Company.

E. Compliance. MEDHOST Direct acknowledges that federal and state governments may mandate compliance by Company with various healthcare regulatory requirements, some of which may necessitate modifications to the Services. To the extent such modifications are technically and commercially reasonable and within a reasonable period of time, MEDHOST Direct will cause the modification of the Services, in an effort to enable Company to comply with any such mandated federal and state government requirements not referenced in the original Documentation or Scope of Services. MEDHOST Direct reserves the right to charge a reasonable one-time fee in each such instance for capabilities of the Services required by federal or state law beyond that documented in the original Documentation or the Scope of Services.

V. COMPANY OBLIGATIONS.

A. Company Data. Company will be responsible to enter Company Data, as necessary, for utilization of the Services. Company shall be solely responsible for the accuracy of all Company Data and the completeness of Company Data, including but not limited to the characterization of the clinical treatments and the billing codes and billing amounts contained in Company Data, whether or not such data has been processed in connection with the Services, and shall indemnify, defend and hold harmless MEDHOST Direct, its employees, representatives, officers, directors, and affiliates from and with respect to the same.

B. Information Technology Equipment. Company will in a timely manner acquire, install, maintain and upgrade at its cost all of its end user equipment and software as necessary for Company to utilize the Services provided herein, including but not limited to that set forth in the Documentation and Minimum Technical Standards.

C. Customer Support. Support provided via telephone shall be provided to a single point of contact established at Licensed Site. Company shall in a timely manner:

1. maintain a support staff capable of performing problem determinations prior to engaging MEDHOST Direct's support services;
2. provide access to Internet support resources for its internal support organization;
3. provide e-mail capabilities to support personnel; and
4. perform an annual support self-assessment.

D. Protection of Information. Company acknowledges and agrees that it is responsible for access to and use of software delivered under this Agreement by any person, and for insuring that all use is for authorized access only and complies fully with the provisions of this Agreement. Company is also fully responsible for protecting the confidentiality of its password(s) and other information necessary to access the software delivered by the Services. Company agrees that it will not nor permit anyone

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else to access or attempt to access any data, programs or components contained in MEDHOST Direct's networks or servers for which Company does not have authorization.

VI. PROPRIETARY RIGHTS.

A. Company Rights. All Company Data is and shall remain the sole property of Company.

B. MEDHOST Direct Rights.

1. The Documentation and any software owned or controlled by MEDHOST Direct utilized in connection with the Services hereunder, other than the Hosted Applications, as well as any devices such as terminals, printers, or other equipment, if any, supplied by MEDHOST Direct pursuant hereto (and in the case of any such devices, not purchased from MEDHOST Direct), shall remain the sole and exclusive property of MEDHOST Direct, and MEDHOST Direct claims and reserves all Intellectual Property Rights and other rights it has or may have therein, notwithstanding the grant of the limited license herein. MEDHOST Direct shall maintain the software owned or controlled by MEDHOST Direct utilized in connection with the Services hereunder on MEDHOST Direct's computer systems and server and MEDHOST Direct shall maintain control over and possession of all components therein.
2. Company recognizes and acknowledges that the Services and the Documentation and any other materials and services supplied by MEDHOST Direct to Company are subject to the proprietary rights of MEDHOST Direct and its suppliers and licensors, as applicable. Company agrees that all such property and all information or data supplied by MEDHOST Direct are the valuable property of MEDHOST Direct and its suppliers and licensors, as applicable; that MEDHOST Direct and its suppliers and licensors, as applicable, claim Intellectual Property Rights in such property, and such property is protected by civil and criminal laws. Use and disclosure of such materials shall be permissible only with MEDHOST Direct's written permission.
3. Any and all rights not specifically granted herein to Company are expressly reserved by MEDHOST Direct and its suppliers and licensors, as applicable, including without limitation all patent, copyright, trade secret, trade name, trademark and other proprietary rights related to the Services and/or Documentation, which are protected under United States and individual state intellectual property laws and international treaty provisions. Company acknowledges and agrees that MEDHOST Direct's and its applicable suppliers' and licensors' retention of contractual and Intellectual Property Rights is an essential part of this Agreement.

C. Special Remedies. If Company attempts to use, copy, license or convey any of the Services or software owned or controlled by MEDHOST Direct utilized in connection with the Services hereunder or Documentation in any manner other than expressly permitted under this Agreement, then MEDHOST Direct shall have, in addition to any other remedies available to it under applicable state or federal laws or otherwise, the right to injunctive relief enjoining such action and/or other equitable relief. Company acknowledges and agrees that all other remedies are inadequate.

VII. SECURITY AND PRIVACY.

The parties acknowledge that the handling and transmission of health care information hereunder is subject to a variety of state and federal privacy laws (the "Privacy Laws") which may require the parties to provide notifications to patients, perform minimum record keeping requirements, and establish certain security measures to safeguard confidential patient information. MEDHOST Direct and Company agree to comply with all such Privacy Laws as well as all applicable privacy policies and procedures of the Health Care Financing Administration and its contracting intermediaries. All

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Company Data shall be kept in a secure place, under access and use restrictions consistent with such Privacy Laws.

VIII. REPRESENTATIONS AND WARRANTIES OF COMPANY.

Company hereby represents, warrants and covenants to MEDHOST Direct that:

A. Legal Capacity. (i) Company has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement in accordance with its terms and conditions, including, without limitation, the delivery of the Hosted Applications to MEDHOST Direct for purposes of providing the Services in accordance with the terms hereof; (ii) the execution and delivery of this Agreement and performance by Company of the obligations under this Agreement does not breach and will not result in a breach or violation of any agreement, lien, security interest, or obligation to which Company is bound, nor any law, rule, or regulation, State or Federal, applicable to Company; (iii) there is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened that in any way jeopardizes the ability of Company to enter this Agreement or to perform any of Company's obligations hereunder; and (iv) without limiting the generality of any of the foregoing, Company shall comply with all terms and conditions of its separate License Agreement with MEDHOST and any applicable third party in its access and use of the Hosted Applications.

B. Maintenance. Company has and will maintain all hardware and software necessary to use the Services compatible with the standards set forth in the Minimum Technical Standards. Company represents and warrants that it will alter or upgrade its computer equipment and software as may be necessary to continue to be compatible with the Minimum Technical Standards during the Term hereof.

C. Liens. Company shall keep each and every item to which MEDHOST Direct or its suppliers or licensors, as applicable, retains title or has rights, free and clear of all claims, liens and encumbrances (except those of MEDHOST Direct) and any act of Company purporting to create a claim, lien or encumbrance on any such item shall be void.

IX. REPRESENTATIONS AND WARRANTIES OF MEDHOST DIRECT.

MEDHOST Direct represents, covenants, and warrants to Company as follows:

A. Legal Capacity. (i) MEDHOST Direct has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement to the extent allowed by law; (ii) the execution and delivery of this Agreement and performance by MEDHOST Direct of the obligations under this Agreement does not breach and will not result in a breach or violation of any agreement, lien, security interest, or obligation to which MEDHOST Direct is bound, nor any law, rule or regulation, State or Federal, applicable to MEDHOST Direct; and (iii) there is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened that in any way jeopardizes the ability of MEDHOST Direct to enter this Agreement or to perform any of MEDHOST Direct's obligations hereunder.

B. Necessary Rights. MEDHOST Direct has all rights to the Services necessary to perform under this Agreement.

C. Performance. The Services will perform substantially as specified in the Documentation and Scope of Services.

X. LIMITATIONS ON MEDHOST DIRECT'S WARRANTIES AND LIABILITY.

A. EXCEPT AS EXPRESSLY SET FORTH IN SECTION IX OF THIS AGREEMENT, MEDHOST DIRECT MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED

TO OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. MEDHOST DIRECT DOES NOT WARRANT THAT THE SERVICES OR USE THEREOF OR ANY HARDWARE OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES OR ANY HARDWARE OR THIRD PARTY SOFTWARE WILL MEET THE REQUIREMENTS OF COMPANY.

B. MEDHOST DIRECT SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES. IN NO EVENT SHALL MEDHOST DIRECT HAVE OBLIGATIONS OR LIABILITIES FOR DAMAGES OTHER THAN ORDINARY MONETARY DAMAGES AND THE TOTAL ORDINARY MONETARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE AGGREGATE SERVICE FEES PAID BY COMPANY TO MEDHOST DIRECT HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL MEDHOST DIRECT'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT DAMAGES OF ANY KIND. NEITHER MEDHOST DIRECT NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS OF COMPANY OR ANY THIRD PARTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED HEREIN ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

C. IN NO EVENT SHALL MEDHOST DIRECT OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY LOSS OF COMPANY DATA, WHETHER CAUSED BY TRANSMISSION OF COMPANY DATA, ANY HARDWARE FUNCTION OR THE SERVICES, THE SOFTWARE INCORPORATED THEREIN, OR OTHERWISE.

D. NEITHER MEDHOST DIRECT NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF COMPANY DATA AND/OR FOR THE CHARACTERIZATION OF ANY TREATMENT OR BILLING PROCEDURE OR CODE CONTAINED IN COMPANY DATA, WHETHER SUCH COMPANY DATA HAS BEEN PROCESSED BY THE SERVICES OR NOT.

E. COMPANY ACKNOWLEDGES AND AGREES THAT THE SERVICES AND SOFTWARE ARE TO BE UTILIZED BY COMPANY, ITS STAFF, EMPLOYEES AND AUTHORIZED AGENTS TO ASSIST COMPANY IN CERTAIN OF COMPANY'S DATA PROCESSING ACTIVITIES AND ARE IN NO WAY INTENDED TO REPLACE THEIR PROFESSIONAL SKILL AND JUDGMENT AND THAT THEY DO NOT RELY ON MEDHOST DIRECT OR ANY OF ITS LICENSORS OR SUPPLIERS FOR ANY PROFESSIONAL ADVICE. COMPANY AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE CARE OF ITS PATIENTS AND THAT THE USE OF THE SERVICES AND THE SOFTWARE UTILIZED IN CONNECTION THEREWITH FOR ANY PURPOSE RELATED TO SUCH CARE DOES NOT RELIEVE COMPANY OF SUCH RESPONSIBILITY AND SUCH USE CANNOT IN ANY WAY BE CONTROLLED BY MEDHOST DIRECT. COMPANY IS RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ANY MEDICAL OR OTHER SIMILAR INFORMATION CONTAINED IN, ENTERED INTO, OR USED PURSUANT HERETO.

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F. COMPANY ACCEPTS ALL RESPONSIBILITY FOR DEVELOPMENT AND EXECUTION OF ADMINISTRATIVE PROCEDURES AND OTHER PRUDENT BUSINESS PRACTICES NECESSARY TO CONTROL AND MAINTAIN THE INTEGRITY OF COMPANY DATA.

XI. CONFIDENTIAL INFORMATION.

A. Confidential Information. In the performance of this Agreement, each party may disclose to the other party certain "Confidential Information", which for purposes of this Agreement shall mean all nonpublic information revealed by or through the disclosing party to the recipient, including: (i) information marked or disclosed as confidential; (ii) information traditionally recognized as proprietary trade secrets; (iii) all forms and types of financial, business and economic information (including, without limitation, financial statements, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans), whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, whether identified with the legend "CONFIDENTIAL" or not; and (iv) any information disclosed orally regarding the parties' business relationship. The terms of this Agreement shall also be considered Confidential Information of MEDHOST Direct.

Neither party will disclose or use the other party's Confidential Information except for the sole purpose of performing this Agreement, and each party will keep confidential and safeguard such information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care.

B. Exceptions. Confidential Information will not include information that: (i) the receiving party can demonstrate by written records was already rightfully known to that party prior to its receipt from the disclosing party; (ii) is now, or becomes in the future, public knowledge through no fault, act or omission of the receiving party; (iii) is independently developed by the receiving party without any use of or reference to the disclosing party's Confidential Information; or (iv) is acquired by the receiving party from a third party having a legal right to so disclose without restriction on such disclosures. In addition, the receiving party may disclose Confidential Information of the disclosing party to the extent required to be revealed by law, provided that written notice is given in advance to the disclosing party (if not prohibited by law) so that it can seek a protective order prior to being disclosed by the recipient. For the avoidance of doubt, MEDHOST Direct shall be permitted to disclose Company's Confidential Information to MEDHOST Direct's subcontractors performing services in connection with this Agreement solely to the extent such disclosure is reasonably necessary for such subcontractors to perform such services, and further provided that MEDHOST Direct shall require such subcontractors to comply with confidentiality obligations no less protective of Company's Confidential Information than set forth in this Section XI.

C. Return of Confidential Information. Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement, until such information ceases to be confidential information or a protectable trade secret.

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D. Remedies. Each party understands and agrees that money damages may not be a sufficient remedy for any breach of this Section by such party and that the other party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Such remedy may not be deemed to be the exclusive remedy for such party's breach of this Section, but may be in addition to all other remedies available at law or equity to the other party.

XII. INDEMNIFICATION.

A. Indemnity. MEDHOST Direct hereby agrees to indemnify, defend and hold harmless Company and its Affiliates, directors, officers, employees and agents, against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection with any third-party claim that the Services as provided to Company or the use thereof as permitted in this Agreement infringes or misappropriates any intellectual property or other right of any third party. MEDHOST Direct reserves the right to modify the Services to make them non-infringing, provided that such modified Services provide substantially similar functionality and otherwise comply with the terms of this Agreement. Provided, however, MEDHOST Direct shall have no obligation with respect to any claims of infringement that arise from: (i) modifications to the Services (other than by or on behalf of MEDHOST Direct); (ii) combinations of the Services with other software or products not provided or authorized by MEDHOST Direct; (iii) any modifications to the Services made at Company's request; (iv) any unauthorized use of the Services by Company or otherwise under Company's account; or (v) Company's breach of its representations and warranties under Section VIII (A). To the extent a third-party claim of infringement arises from the activities set forth in the preceding sentence, Company agrees to indemnify, defend and hold harmless MEDHOST Direct and its Affiliates, directors, officers, employees and agents, against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection therewith.

B. Process. The indemnities in this Section are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to the indemnifying party shall not affect indemnification obligations thereunder in the absence of actual prejudice to the indemnifying party); (ii) the indemnifying party being allowed to control the defense and settlement of such claim; and (iii) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, as its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. The indemnifying party may settle any such claim; provided, however, that no compromise or settlement of any claim admitting liability of, or imposing duties or restrictions upon the indemnified party may be affected without the prior written consent of the indemnified party. In no event shall either party have the right to enter into any agreement which admits infringement or wrongdoing by the other party or obligates the other party to make payment of any sum of money without such other party's prior written consent.

XIII. MISCELLANEOUS.

A. Entire Agreement. This Agreement and its Exhibits herein represent the entire, complete and exclusive statement of the terms and the agreement between the parties, superseding any and all understandings, prior representations and agreements, whether oral or written, and all other communications relating to the subject matter of this Agreement. For the avoidance of doubt, the License Agreement remains in effect in accordance with its terms and conditions. Company and MEDHOST Direct each agree it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party signing this Agreement has the full authority to bind the principal.

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To the extent the terms of this Agreement conflict with a SOW, the terms of this Agreement shall govern.

B. Notices. All notices given under this Agreement shall be in writing and delivered by a nationally recognized delivery service or by prepaid certified mail, return receipt requested (which notice shall be deemed duly given and delivered five (5) days after deposit in U.S. certified mail), or hand delivered to the address of the recipient shown below. Either party may change its address by notice to the other party, given as provided below:

If to MEDHOST Direct:

6550 Carothers Parkway, Suite 100
Franklin, TN 37067
Attn: President

With a copy to:

Legal Department
6550 Carothers Parkway, Suite 100
Franklin, TN 37067

If to Company:

Curae Health
121 Leinart Street
Clinton, TN 37716
Attn: _____

C. Modification. This Agreement may not be modified except by written amendment or modification executed by an authorized representative of each of MEDHOST Direct and Company, except to the extent otherwise expressly set forth herein. No representative of MEDHOST Direct has any authority to bind MEDHOST Direct to any affirmation, representation or warranty other than the express terms of this Agreement and its amendments.

D. Parties Bound. This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

E. Assignment. Neither this Agreement nor any of the rights or obligations of either of the parties hereto may be assigned, transferred or sublicensed without the prior express written consent of the other party hereto. Any attempt by either party to assign any portion of this Agreement without the prior express written consent of the other party shall render such assignment voidable at the election of such other party; provided, however, that MEDHOST Direct may assign its rights and obligations under this Agreement to an Affiliate or to any third party acquiring all or substantially all of the assets of MEDHOST Direct or its assets to which this Agreement relates.

F. Severability. If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed herefrom and the remaining provisions shall remain binding with the same effect as if such invalid or unenforceable provisions were deleted.

G. Laws and Jurisdiction. This Agreement, the rights and obligations of the parties hereunder, shall be governed by and in strict accordance with the laws of the State of Tennessee, without regard to its conflict of law rules. This Agreement and its subject matter have substantial contacts with Tennessee,

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and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Davidson County, Tennessee, or in the Federal District Court having jurisdiction over that county. In any such action, suit or proceedings, such court shall have personal jurisdiction of all of the parties hereto, with Company specifically consenting to extraterritorial service of process for that purpose.

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.

H. Inability to Perform. MEDHOST Direct shall not be liable for any failure to perform under this Agreement if that inability relates to the inability of MEDHOST Direct to obtain materials, parts, or supplies through usual and regular sources or on a timely basis or if the inability relates to interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident, or any other reasonably unanticipated cause beyond MEDHOST Direct's reasonable control that materially affects MEDHOST Direct's ability to perform its responsibilities under this Agreement, including specifically telecommunications failures. MEDHOST Direct agrees to notify Company promptly if any of the foregoing situations should arise.

I. Taxes. The fees set forth herein are exclusive of all excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, are subject to an increase equal to the amount of any tax MEDHOST Direct may be required to collect or pay upon the sale or delivery of services licensed or provided hereunder. If a certificate of exemption or similar document or proceeding is to be utilized in order to exempt the sale or license from sales or use tax liability, Company will obtain and pursue such certificate, document or proceeding and deliver satisfactory evidence thereof to MEDHOST Direct. Company shall pay all taxes (however designated, levied, or based on the price or on the services sold or licensed or used under this Agreement, other than taxes based on MEDHOST Direct's income) levied against Company or MEDHOST Direct, immediately when due.

J. Waiver. No provision of this Agreement shall be deemed waived unless such waiver is contained in a written instrument signed by the party to be charged therewith. Should either party waive any individual default by the other party in writing, such waiver shall not be construed as a waiver of such party's rights upon subsequent defaults, whether or not similar.

K. Independent Contractors. The parties to this Agreement are independent contractors and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. The parties further specifically acknowledge, covenant and agree that Company at all times controls Company Data and Company, rather than MEDHOST Direct, shall be solely responsible with respect to any coding, request for reimbursement and/or submission to any federal or state agency or any other third party in question in connection herewith and MEDHOST Direct shall not be, nor function as, nor be deemed to be functioning as, a so-called "billing agency" or "healthcare clearing house" hereunder.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The counterparts of this Agreement and all Purchaser Orders or other ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

M. Headings. The headings in this Agreement are for convenience and reference only and shall not be given any effect in the interpretation of this Agreement.

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N. No Third Party Beneficiaries. Except for permitted assigns, no provisions of this Agreement, express or implied, creates, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

O. Survival. Sections I, VI, VII, VIII (A) and (C), IX (A), X, XI, XII and XIII shall survive the expiration or termination of this Agreement, as well as Company's payment obligations that accrue hereunder until paid by Company in accordance with the terms hereof.

P. Business Associate Agreement. The parties must execute a Business Associate Agreement, prior to or at the same time as this Agreement. Such Business Associate Agreement shall govern the access, use and disclosure of Protected Health Information as defined therein and in accordance with its terms.

Q. Publicity. MEDHOST Direct or its Affiliate, MEDHOST, may issue a press release(s) regarding the Agreement with Company, subject to advance approval by Company but such approval not to be unreasonably withheld, and may also identify Company on their website(s) as a customer. Neither party shall otherwise use any of the other party's logos, trademarks, or written or verbal quotes in any public statements, advertisements, or promotional or marketing material relating to this Agreement without the express written consent of the other party (except to the extent of any disclosure required by applicable law, including without limitation securities laws).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Curae Health

MEDHOST Direct, Inc.

By: Tim S. Brown
Tim S. Brown (Jul 7, 2015)

By: Kenneth D. Misch
Kenneth D. Misch (Jul 7, 2015)

Name: Tim S. Brown

Name: Kenneth D. Misch

Title: Senior VP of Finance and Oper

Title: CFO

Date: Jul 7, 2015

Date: Jul 7, 2015

April 2015

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**Exhibit A
Licensed Site(s)**

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
42024 Highway 195 East
Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

April 2015

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**AMENDMENT
TO THE
HOSTED AND MANAGED SERVICES AGREEMENT**

Between

MEDHOST DIRECT, INC.

And

CURAE HEALTH

This Amendment #1 ("Amendment") to the Agreement is made, entered into, and effective as of the last date signed below ("Effective Date") by and between **MEDHOST Direct, Inc.**, whose address is 6550 Carothers Parkway, Suite 100, Franklin, Tennessee 37067 ("MEDHOST") and **Curae Health**, whose address is 121 Leinart Street, Clinton, TN 37716 ("Company").

RECITALS:

WHEREAS, MEDHOST and Company are parties to the original Hosted and Managed Services Agreement dated the 7th day of July, 2015 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to add two new sites (Gilmore Memorial Hospital and Panola Medical Center) to the list of Licensed Sites thereunder, and to provide additional clarity about annual fee adjustments.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, and for good and valuable consideration, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made part of this Amendment.
2. Unless defined herein, all capitalized terms used herein shall have the same meaning assigned to them in the Agreement, or corresponding amendments or addendum(s).
3. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A, which is made a part of and incorporated into the Agreement.
4. Section III(D) of the Agreement is hereby deleted and replaced with the following:

Annual Fee Adjustment. At least sixty (60) days before each anniversary of the Effective Date, MEDHOST shall inform Company in writing of any change in the amount of the Hosting Fees to be charged hereunder beginning on such anniversary date. Such increase shall be three percent (3%) per annum. For

clarity this increase shall apply during each year of the Initial Term, as well as during any subsequent Renewal Terms.

5. The following sentence is hereby added to the end of Section III(C) of the Agreement:

“However, notwithstanding the foregoing, MEDHOST Direct may not provide such a notice of non-renewal at the conclusion of the Initial Term; MEDHOST Direct shall allow the Agreement to renew at the end of the Initial Term on the terms set forth herein, unless proper notice of non-renewal is provided by Company.”

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
7. The provisions outlined in the Agreement, as modified herein, shall remain in full force and effect in accordance with their terms. To the extent that any provision(s) of the Agreement are inconsistent with the terms of this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

CURAE HEALTH

By: TIM BROWN
Tim Brown (Jul 13, 2017)

Name: Tim Brown

Title: CFO

Date: Jul 13, 2017

MEDHOST DIRECT, INC.

By: Kenneth D. Misch
Kenneth D. Misch (Jul 13, 2017)

Name: Kenneth D. Misch

Title: CFO

Date: Jul 13, 2017

EXHIBIT A
Licensed Site(s)

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
42024 Highway 195 East
Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

Gilmore Memorial Hospital
1105 Earl Frye Boulevard
Amory, MS 38821

Panola Medical Center
303 Medical Center Drive
Batesville, MS 38606

**AMENDMENT
TO THE
HOSTED AND MANAGED SERVICES AGREEMENT**

Between

MEDHOST DIRECT, INC.

And

CURAE HEALTH

This Amendment #1 ("Amendment") to the Agreement is made, entered into, and effective as of the last date signed below ("Effective Date") by and between **MEDHOST Direct, Inc.**, whose address is 6550 Carothers Parkway, Suite 100, Franklin, Tennessee 37067 ("MEDHOST") and **Curae Health**, whose address is 121 Leinart Street, Clinton, TN 37716 ("Company").

RECITALS:

WHEREAS, MEDHOST and Company are parties to the original Hosted and Managed Services Agreement dated the 7th day of July, 2015 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to a new site, Merit Health Northwest Mississippi, to the list of Licensed Sites thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, and for good and valuable consideration, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made part of this Amendment.
2. Unless defined herein, all capitalized terms used herein shall have the same meaning assigned to them in the Agreement, or corresponding amendments or addendum(s).
3. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A, which is made a part of and incorporated into the Agreement.
4. This Amendment is contingent on Company acquiring the Merit Health Northwest Mississippi facility on or before November 30, 2017, and promptly notifying MEDHOST of such acquisition. If Company fails to acquire the Merit Health Northwest Mississippi site on or before November 30, 2017, this Amendment shall be null and void, and Merit Health Northwest Mississippi shall be deemed to be deleted from Exhibit A.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
6. The provisions outlined in the Agreement, as modified herein, shall remain in full force and effect in accordance with their terms. To the extent that any provision(s) of the Agreement are inconsistent with the terms of this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

CURAE HEALTH

By: TIM BROWN
Tim Brown (Nov 1, 2017)

Name: Tim Brown

Title: CFO

Date: Nov 1, 2017

MEDHOST DIRECT, INC.

By: Kenneth D. Misch
Kenneth D. Misch (Nov 1, 2017)

Name: Kenneth D. Misch

Title: CFO

Date: Nov 1, 2017

EXHIBIT A
Licensed Site(s)

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
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Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

Gilmore Memorial Hospital
1105 Earl Frye Boulevard
Amory, MS 38821

Panola Medical Center
303 Medical Center Drive
Batesville, MS 38606

Merit Health Northwest Mississippi
1970 Hospital Drive
Clarksdale, MS 38614