

GPM Corp. Beta Services Terms of Use

THESE BETA SERVICES TERMS OF USE ARE SUPPLEMENTAL TO THE GPM MASTER SERVICE AGREEMENT (“MSA”) WHICH GOVERNS CUSTOMER’S ACQUISITION AND USE OF GPM SERVICES INCLUDING BUT NOT LIMITED TO GEHRIMED AND CARETEAM. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

THIS BETA PROGRAM IS OFFERED BY GERIATRIC PRACTICE MANAGEMENT, CORP AND ITS AFFILIATES (“GPM”) AND PARTICIPATION IN ANY BETA PROGRAM IS GOVERNED BY THESE TERMS OF USE (THE “TERMS”). THE BETA PROGRAM MAY CONTAIN ONE OR MORE BETA SERVICES (THE “SERVICES”) AS DETERMINED BY GPM. IN ORDER TO PARTICIPATE IN THE BETA PROGRAM AND USE THE SERVICES, YOU MUST BE A CUSTOMER IN GOOD STANDING, SUBJECT TO A COMMERCIAL AGREEMENT FOR A GPM SERVICE AND MUST REMAIN SO FOR THE DURATION OF THE BETA PROGRAM. YOU UNDERSTAND AND AGREE TO THESE TERMS AND THAT GPM WILL TREAT YOUR USE OF THE SERVICES AS ACCEPTANCE OF THE TERMS.

These Terms were last updated on June 29, 2020.

You hereby acknowledge that GPM has not made any representations, promises or guarantees that the Services will ever be announced or made available to anyone in the future and that GPM has no express or implied obligation to you to announce or introduce the Services. GPM may discontinue any beta program or beta service at any time, in its sole discretion, with or without notice. With respect to the Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.

1. Services

- 1.1. **Description.** The Services may be a separate, stand-alone service accessible apart from the generally available service to which you subscribe, or it may be a feature or functionality of that service, or it may be a proof of concept. Further description of the Service is provided at the time you enter the Beta Program, or when a Service is added to the Beta Program, and may be updated from time to time by GPM as the Beta Program progresses (the “Documentation”).
- 1.2. **“As Is” Status.** By accepting these terms or using the Services, you understand and acknowledge that the Services are being provided as a “Beta” version and made available on an “As Is” or “As Available” basis. The Services may contain bugs, errors, and other problems. In addition, GPM is not obligated to provide any maintenance, technical or other support for the Services.
- 1.3. **Limitations on Use.** Limitations specific to any Service may be contained in the Documentation. You may use the Service pursuant to these terms during any period when the Beta Program is live. When a Beta Program is not live, you will no longer have access to the Services. GPM reserves the right to modify or impose any limitations on the use of the Services at any time, with or without notice to you.

2. License Grant; License Conditions.

Subject to these Terms, GPM hereby grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Services for the duration of the Beta Program. As a condition to the foregoing license, you must not: (a) use the Services with data or information that has not been backed up; (b) sell, distribute, rent, lease, sublicense, display, modify, time share, outsource or otherwise provide access to the Services to any third party or use it in a service bureau, outsourcing environment,

or for the processing of third party data; (c) modify, copy or create derivative works based on the Services; (d) create Internet “links” to or reproduce any content forming part of the Services, other than for its own internal non-production business purposes; (e) disassemble, reverse engineer, or decompile or otherwise attempt to decipher any code in connection with the Services; (f) interfere with or disrupt the integrity or performance of the Services; (g) use the Services in violation of any applicable law or regulation or any right of any third party; (h) attempt to gain unauthorized access to the Services or its related software, systems, platforms or networks; (i) use any components provided with the Services separately from Services; or (j) access the Services for monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

3. Participation in the Beta Program.

3.1 Eligibility. You may participate in the Beta Program upon request and approval by GPM, or by invitation from GPM. You may only participate in the Beta Program if you are a Customer in good standing of GPM, subject to a commercial agreement (the “Underlying Agreements”) for a generally available GPM service, and must remain so for the duration of the Beta Program. The Underlying Agreement and the GPM Privacy Policy are incorporated by reference herein and control for any term not specifically addressed in these Terms. In the event that you cease to be a customer of GPM, participation in the Beta Program will be terminated immediately. The Privacy Policy can be found here: <https://gpm.md/privacy-policy.pdf>.

3.2 Underlying Agreements Terms Control. Unless specifically modified by these Terms, the provisions of the Underlying Agreements continue in full force with regard to your use of the generally available services and these Services, including provisions regarding account activity, password security, user content and security breaches.

4. Intellectual Property.

You agree that GPM owns all legal right, title and interest in and to the Beta Program and the Services, including all intellectual property rights, and except for the limited license provided herein, no other rights or permissions to any of the Services is granted. Nothing herein gives you a right to use any of GPM trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. GPM reserves any rights not expressly granted to you as part of these Terms.

5. Feedback.

The Services are made available to you for purposes of evaluation and feedback without any compensation or reimbursement of any kind from GPM. You acknowledge the importance of communication between GPM and you during your use of the Services and hereby agree to receive related correspondence and updates from GPM. In the event you request to opt out from such communications, your participation in the Beta Program will be canceled. During the Beta Program, you will be asked to provide feedback regarding your use of the Services. You hereby assign to GPM all right, title and interest in all suggestions, comments, improvements, ideas or other feedback provided by you to GPM related to the Beta Program and/or Services, including all intellectual property rights therein. If requested by GPM, you agree to execute such further instruments as GPM may reasonably request confirming GPM’s ownership interest in such feedback.

6. Modification and Termination of the Service.

GPM reserves the right to modify or terminate the Beta Program or the Services, or your use of the Beta Program or the Services, to limit or deny access to the Services and/or participation in the Beta Program, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time for any or no reason.

7. Disclaimer of Warranties.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE BETA PROGRAM AND THE SERVICES ARE PROVIDED BY GPM ON AN "AS IS" BASIS AND AS AVAILABLE, AND YOUR ACCESS TO AND/OR USE OF THE GPM BETA PROGRAM OR BETA SERVICES, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GPM EXPRESSLY DISCLAIMS ALL AND YOU RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GPM MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES GPM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE SERVICES IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GPM OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Limitation on Liability

IN NO EVENT WILL GPM BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GPM'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED \$50. YOU ACKNOWLEDGE THE ALLOCATION OF RISK SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT GPM WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification.

You agree to hold harmless and indemnify GPM, its affiliates and subsidiaries, officers, directors, agents, and employees from and against any third party claim arising from or in any way related to (i) your breach of the Terms, (ii) your use of the Beta Program and/or Services, (iii) your violation of applicable laws, rules or regulations in connection with the Services, or (iv) your user content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments,

litigation costs and attorneys' fees, of every kind and nature. In such a case, GPM will provide you with written notice of such claim, suit or action.

10. Confidential Information.

You acknowledge and agree that: (i) subject to sub-paragraph (iv), the successful market launch of commercial versions of the Services requires you to keep all GPM data and information discussed and/or made available through or contained in Beta Program, including, without limitation, the Services (collectively the "Confidential Information") strictly confidential; (ii) the premature release of any of the Confidential Information would damage GPM competitive edge and intellectual property rights; (iii) the Confidential Information shall not be shared with anyone other than other authorized participants of the same Beta Program; and (iv) only Confidential Information that has been publicly released by GPM may be discussed or shown to the public.

11. Changes to the Terms.

GPM reserves the right to make changes to the Terms from time to time and may not be required to notify you in such an event. You understand and agree that if you use the Services after the date on which the Terms have changed, GPM will treat your use as acceptance of the updated Terms.

12. Additional Terms.

- 12.1 **Compliance with Laws.** Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, access and/or use of the Services.
- 12.2 **International Use.** The Service is intended for use only from within the United States. If you choose to access the Services from locations other than the United States, you do so on your own initiative and at your own risk and you are responsible for compliance with all relevant laws and regulations. GPM does not guarantee that the Services shall be appropriate and/or available for use in any particular location.