

**DALY ORAL AND MAXILLOFACIAL RADIOLOGY INC. (“DALY OMR INC.”)  
PRACTICE TERMS AND CONDITIONS**

This Practice Terms and Conditions (hereafter “Agreement”) constitutes a binding contract for services between the health/dental care practice requesting services (hereafter “Practice” or “You”) and Daly Oral and Maxillofacial Radiology Inc., a California corporation (hereafter “Daly OMR Inc.”), whereby Daly OMR Inc. and its contracted health care providers will perform certain professional and technical services for You as described in the Agreement. This Agreement shall become effective on the date it has been signed by the Practice (hereafter “Effective Date”).

**BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE HEALTH/DENTAL CARE PRACTICE REQUESTING SERVICES, THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS HEREIN ON BEHALF OF THE PRACTICE.**

1. Scope of Services.

1.1 You understand and agree that access to Daly OMR Inc.’s technical and professional services is only available to dental and medical professionals. Access of Daly OMR Inc.’s services directly by patients is specifically prohibited and is in violation of this Agreement.

1.2 Dental Imaging Services. Practice hereby engages Daly OMR Inc. to provide the Technical Services described in Section 1.3 and as Practice’s agent to arrange for the provision of the Consultation Services described in Section 1.4 (collectively referred to as the “Services”), and Daly OMR Inc. agrees to provide and/or arrange for the provision of the Services, in accordance with the terms and conditions set forth in this Agreement.

1.3 Technical Services. Daly OMR Inc. shall provide or arrange for the provision of the following items and services (collectively, the “Technical Services”):

- (a) A web portal enabling Practice to transmit electronic documents and imaging volumes, view completed radiology reports, and message the consulting oral and maxillofacial radiologist.

1.4 Consultation Services.

- (a) Interpretive Consultations. Daly OMR Inc. shall arrange for interpretive consultations and related items and services (collectively, “Radiology Reports”, “Comprehensive CBCT Report”, “Focused CBCT Report”, “Comparison CBCT Report”, or “2D Radiology Report”), to be performed by one or more licensed dentist(s) with advanced training in oral and maxillofacial radiology as set forth below (each, a “consulting oral and maxillofacial radiologist”):

- (i) Review of the radiographic images (sometimes referred to as

- “case”, “scan”, “studies”, “image”, or “image volumes”) uploaded via the web portal or sent from Practice;
- (ii) Completion of a Radiology Report, consisting of radiographic findings, impressions, and reconstructed images when appropriate and/ or such other information in such form as may be required under this Agreement;
  - (iii) Reconstruction of image volumes to render specific images to address the study purpose as specifically requested by the Practice;
  - (iv) Transmittal of the Report to Practice via the web portal or by other means agreed to by Practice or as otherwise specified in this Agreement;
  - (v) Availability for telephone consultation by the consulting oral and maxillofacial radiologist with Practice to the extent required under this Agreement.
- (b) Other Services. Upon the Practice’s request, and subject to any additional fees that may apply, Daly OMR Inc. shall arrange for the following items and services (collectively, “Other Services”), to be performed by one or more qualified professionals.
- (i) Informal radiology consultations with You, as the referring dentist, may be conducted via phone, video conference, or other secure communication methods. These consultations may occur prior to or in lieu of a written report to address specific clinical questions or to review and clarify findings detailed in a radiology report
  - (ii) Oral and maxillofacial radiology presentations, lectures, and/ or seminars;
  - (iii) Research collaborations with clinical practices, dental schools, or industry collaborators.
  - (iv) Other related services that may be made available by Daly OMR Inc., in its discretion, from time to time.
- (c) Consultation Only. All services provided by Daly OMR Inc. are for consultative purposes only. Interactions are solely with You, the referring practice, not the patient. Treatment planning, definitive diagnosis, medical advice, patient care, follow-up, and/or monitoring, are solely the responsibility of You, as the referring practice.
- (i) Practice acknowledges and agrees that Radiology Reports will

not constitute actionable medical orders for services, exams, or medications and will only function as a consultation regarding the provided images and/ or image volumes.

- (ii) Any consultation provided without a written report (e.g., via telephone, video conference, or other communication methods) is non-binding and is limited in scope to the specific clinical question or area discussed. Such consultation is an expression of opinion by Daly OMR Inc. only, and not definitive. Under such circumstances, it is understood that the entire volume has not been reviewed and any such consultations are subject to change once and if the full volume is reviewed and a written report is provided.
- (d) Professional Responsibility and Limitations. You hereby acknowledge and agree that all clinical treatment and diagnostic decisions are Your responsibility. Daly OMR Inc.'s Services (*including all "Services" and "Other Services" as described herein*) are limited to the provision of data that may be considered by You as part of Your diagnostic and treatment process. In any event, You maintain the professional responsibility to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to Your delivery of healthcare services to patients.
- (e) Daly OMR Inc.'s typical turnaround time is approximately one (1) week (business days), absent prior notice or unforeseen circumstances. Daly OMR Inc. will do its best to accommodate rush service requests, but such requests are subject to delays due to circumstances.
- (f) Daly OMR Inc.'s platform is entirely virtual and all signatures are electronic. Accordingly, all electronic signatures shall be treated as originals and valid for all purposes.

## 2. Obligations of Practice.

2.1 Equipment, Software, and Supplies. Practice shall provide or arrange for the following items, at no cost to Daly OMR Inc. :

- (a) Computer software, compatible with Daly OMR Inc.'s software, to be utilized at Practice's office;
- (b) Training of personnel utilizing computer hardware and software at Practice's office;
- (c) High-bandwidth Internet connectivity from Practice's office;

2.2 Functioning and Compatibility of Equipment and Software. Practice shall cause

all of the equipment and software referenced in Section 2.1 to be fully functional and fully compatible with Daly OMR Inc.'s software at all times from and after the Effective Date throughout the term of this Agreement, subject to reasonable periods of short duration during which maintenance, repair, upgrade, or replacement may be required.

2.3 Maintenance of Patient Records. Practice shall maintain all radiographs, image volumes, and related patient records pertaining to studies interpreted by the consulting oral and maxillofacial radiologists in accordance with applicable federal and state laws and shall discharge any obligation that Daly OMR Inc. and/or the consulting oral and maxillofacial radiologists may have under such laws with respect to such radiographs, image volumes, and records, including but not limited to the preservation of confidentiality. Upon request by Daly OMR Inc., or the consulting oral and maxillofacial radiologists for reasonable business purposes, including patient treatment or in connection with a professional liability claim, Practice shall provide access to such radiographs, image volumes, and records by the requesting party or its authorized agent, including the right to make copies thereof at the expense of the requesting party.

2.4 Additional Obligations of Practice.

- (a) Practice will provide image volumes of high enough resolution and clarity to enable Daly OMR Inc. to deliver the requested services.
- (b) In the event Practice or its agent or representative experiences difficulty in uploading radiographs, scans, or records to Daly OMR Inc.'s platform, , Practice or its agent or other representative shall notify Daly OMR Inc. of such difficulty by telephone or email immediately.
- (c) Practice agrees to upload only radiologic materials that are relevant to and consistent with the specific consultative service selected for the individual patient. Service types are defined on the website in which you are retaining Daly OMR Inc.'s services at the time of submission.
- (d) Practice shall cooperate with Daly OMR Inc. in the delivery of the services to be provided hereunder.
- (e) Practice shall be responsible for obtaining any necessary informed consents from patients relating to the provision of all dental imaging services including but not limited to the Services.
- (f) Practice acknowledges and agrees that the professional duty to the patient in providing health care services and for operating Practice lies solely with Practice.
- (g) Practice shall be responsible for any costs associated with upgrades to information technology or other infrastructure at Practice's office and any costs associated with establishing connectivity between Practice's office and Daly OMR Inc.'s information technology system.

- (h) Practice shall be responsible for assuring that they meet HIPAA compliance requirements when they provide studies or image volumes to Daly OMR Inc.
- (i) Practice shall not transmit any protected health information outside of the secure platform. Practice agrees to transmit all protected health information by Daly OMR Inc.'s secure platform.
- (i) If Practice receives any Services free of charge, Practice may not bill its patients for any such Services.

3. Use of De-Identified Information. Daly OMR Inc. may de-identify any and all information related to the Services in accordance with 45 C.F.R. § 164.514(b). Practice acknowledges and agrees that de-identified information is not protected health information pursuant to 45 C.F.R. § 164.514(a), and that Daly OMR Inc. may use such de-identified information for any lawful purpose including but not limited to education or research purposes.

4. Compensation.

4.1 Amount of Compensation. Practice shall pay to Daly OMR Inc. for the Services provided pursuant to this Agreement a global fee, covering the Technical Services and the Consultation Services, as set forth on the website in which you are retaining Daly OMR Inc.'s services, at the time of ordering the Services.

4.2 Payment. Practice shall pay Daly OMR Inc. for its services through the web portal at the time of the initial service request. Additional services shall be billed by Daly OMR Inc. at its discretion. Additional service requests—including, but not limited to, supplemental images, creation of video files, consultations, or presentations—may be subject to additional fees at the sole discretion of Daly OMR Inc., regardless of whether such requests are made before or after an initial payment has been received.

4.3 Failure to Pay. Daly OMR Inc. shall have the right to suspend service upon failure to receive compensation. Daly OMR Inc. will advise Practice of past due amounts and attempt to resolve prior to service suspension. Practice shall pay Daly OMR Inc. late fees of 1.5% per month if payment is not received by Daly OMR Inc. within thirty (30) days after Practice's receipt of invoice.

5. Term and Termination.

5.1 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue for a term of one year unless terminated earlier as provided herein. This Agreement shall automatically renew for successive one-year terms unless notification of nonrenewal is given by either party at least ninety (90) days prior to the end of a term.

5.2 Termination For Cause.

- (a) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party. The non-breaching party

shall send the breaching party written notice describing such breach with reasonable specificity, including any steps that must be taken to cure such breach. If the breaching party fails to cure such breach to the reasonable satisfaction of the other party within thirty (30) days after receipt of such written notice, this Agreement may be terminated at the end of such 30 day period upon written notice; provided, however, that if such cure cannot be completed within such thirty (30) day period, the cure period shall be extended so long as the breaching party shall initiate such cure within such thirty (30) day period and thereafter diligently pursue it to completion, provided further, however, that such cure period shall not in any event be extended more than ninety (90) days after receipt of the notice of such breach.

- (b) Without limiting the generality of the provisions of Section 5.2(a) above, in the event that Daly OMR Inc. reasonably determines that the equipment and/or software required to be provided by Practice hereunder is not fully functional or is not fully compatible with Daly OMR Inc.'s equipment and/or software, Daly OMR Inc. shall have the right to terminate this Agreement for cause, subject to the applicable notice and cure provisions set forth herein.

5.3 Termination Without Cause. After the first year of the initial term of this Agreement and during any subsequent renewal terms, either party shall have the right to terminate this Agreement without cause upon ninety (90) days written notice to the other party.

## 6. Insurance.

6.1 Daly OMR Inc. shall maintain or cause to be maintained professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate, covering Daly OMR Inc., including coverage for such entity's or persons' performance of duties and obligations under this Agreement.

6.2 Practice shall maintain or cause to be maintained professional and general liability insurance of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate, covering Practice, its agents and employees, including coverage for such entity's or persons' performance of duties and obligations under this Agreement. Practice shall notify Daly OMR Inc. at least thirty (30) days prior to the termination, cancellation, or lapse of any such policy.

6.3 If the professional liability insurance procured by either party is on a "claims made" rather than "occurrence" basis, upon termination of this Agreement, a party with "claims made" coverage shall either obtain extended reporting malpractice insurance coverage ("tail coverage") in a form and with liability limits not less than those most recently in effect prior to the date of termination, or enter such other mutually agreeable arrangements as shall reasonably assure the other party of the maintenance of coverage applicable to claims arising during the period in which the Agreement was in effect and for a period of not less than seven (7) years after the date of termination.

7. Indemnification.

IT IS THE INTENTION OF BOTH DALY OMR INC. AND PRACTICE THAT EACH PARTY SHALL BE RESPONSIBLE ONLY FOR ITS OWN ACTS AND OMISSIONS, AND NOT FOR THE ACTS AND OMISSIONS OF THE OTHER PARTY. EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNIFIED PARTY") AND THE INDEMNIFIED PARTY'S AFFILIATES, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS, AGENTS, STUDENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITIES, LEGAL DEMANDS, CAUSES OF ACTION, DAMAGES, CLAIMS RELATED TO HIPAA, EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), JUDGMENTS, SETTLEMENTS, OR OTHER LOSSES ("LOSSES"), WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THE INDEMNIFIED PARTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER RESULTING FROM NEGLIGENCE, WILLFUL MISCONDUCT, OR THE PERFORMANCE OR NONPERFORMANCE OF ANY DUTY OR RESPONSIBILITY UNDER THIS AGREEMENT BY SUCH INDEMNIFYING PARTY, OR ANY OF ITS EMPLOYEES, AGENTS, STUDENTS, CONTRACTORS, OR SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS STATED IN THIS SECTION 7 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. Compliance.

8.1 The parties specifically recognize that each has an obligation to comply with the requirements of all third-party payors including, but not limited to, the Medicare and Medicaid programs to the extent that services are billed to those third-party payors under this Agreement. Each party agrees to cooperate with the other in good faith to ensure that the requirements are met. The parties each acknowledge that they have not entered into this Agreement with any intent to violate such laws. Further, the parties do not believe this Agreement violates any such laws.

8.2 Neither Daly OMR Inc. nor Practice shall engage in any activity prohibited by Medicare anti-kickback, the self-referral or anti-rebate laws, or any other federal, state or local law or regulation, as those regulations now exist or as subsequently amended, renumbered or revised.

8.3 In the event either party to this Agreement, in consultation with counsel, develops a good faith concern that any provision of this Agreement or any activity of any other party is in violation of any applicable federal, state, or local laws or any regulation, order, or policy issued under any such laws, such party will immediately notify the other, in writing, of such concern and the specific activities giving rise to such concern and the reasons therefore. The parties will meet as soon as practicable to agree on a method for resolving such concern. If, despite best efforts and good faith, the parties are unable to reach agreement to resolve such concern within sixty (60) days of receipt of the notice, this Agreement shall be terminated.

9. Usage and Ownership of Daly OMR Inc.'s Technology.

9.1 Except for the right to access the web portal for purposes of obtaining access to

the Services as described herein, this Agreement does not confer on Practice a right in, or ownership of or interest in Daly OMR Inc. intellectual property which includes the web portal and any related software applications or other technology that may be related to the business processes or technical services provided by Daly OMR Inc. as part of this Agreement (hereafter “Daly OMR Inc.’s Technology”). Practice agrees that Daly OMR Inc.’s Technology and all related parts of it, and all right, title and interest in any aspect of it and all edits, improvements, additions, modifications, and derivative works prepared from or relating to it, are and will remain the exclusive property of Daly OMR Inc.. Practice may not translate, reverse engineer, reverse compile or decompile, disassemble, or otherwise attempt to discover the source code of Daly OMR Inc.’s Technology.

9.2 When using the Services, You agree not to: (a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) use racially, ethnically, or otherwise offensive language; (c) discuss or incite illegal activity; (d) use abusive, threatening, violent, explicit or obscene language or solicit/post sexually explicit images (actual or simulated); (e) post or transmit any content or communications that exploit children or minors or that depicts cruelty to animals; (f) post or transmit any copyrighted or trademarked materials, or materials that constitute trade secrets, or are subject to patents or other intellectual property rights, without the express permission from the owner; (g) disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (h) use any robot, spider, scraper or other automated means to access the Services; or (i) take any action that imposes an unreasonable or disproportionately large load on our infrastructure or the infrastructure of our third party service providers. This list of prohibitions provides examples and is not complete or exclusive.

9.3 Daly OMR Inc. may report to law enforcement authorities, and its suppliers, any actions that may be illegal or otherwise in breach of the terms of this Agreement, and any reports it receives of such conduct. When legally required or at Daly OMR Inc.’s discretion, Daly OMR Inc. will cooperate with law enforcement agencies and its suppliers in any investigation of alleged illegal activity involving the Services.

## 10. HIPAA Compliance.

The parties maintain, acknowledge, and agree that Practice and Daly OMR Inc. are both a “covered entity” as such term is defined within the Privacy and Security Standards within the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Practice and Daly OMR Inc. will both comply with all aspects of HIPAA as covered entities. Daly OMR Inc. is not responsible for Practice’s decisions to share patient records, including protected health information, with third party health care providers via the case sharing services that may be offered by Daly OMR Inc. Practice retains full responsibility for any decisions to share patient information with such third party providers, and is responsible to ensure that any disclosure of patient information is made consistent with HIPAA requirements.

## 11. Limitation of Liability.

EXCEPT FOR THE PARTIES’ INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OF THIS AGREEMENT AND CONFIDENTIALITY OBLIGATIONS UNDER



SECTION 14.10 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY TYPE OF INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, LOSS OF DATA, OR CIVIL OR CRIMINAL PENALTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, DALY OMR INC.'S AGGREGATE LIABILITY TO PRACTICE, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO \$500,000. THE LIMITATION OF LIABILITY STATED IN THIS SECTION 11 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. Disclaimer of Warranties.

12.1 Daly OMR Inc. does not warrant the accuracy, appropriateness or timeliness of the Services or other information contained on, or accessible through the Services. Daly OMR Inc. has no liability for any errors or omissions in the Services, any medical record or other information, whether provided by Daly OMR Inc., a patient, or third party.

12.2 Practice acknowledges that Radiology Reports and Consultations are limited by the technical capabilities of the imaging modality, the field of view captured in the image, and the quality of image acquisition. Cone Beam Computed Tomography (CBCT) has inherent limitations, and certain dental conditions may be more accurately assessed using conventional dental radiography. Evaluation of the soft-tissue and the skull base may be beyond the scope and capability of the CBCT acquisition protocol. Two-dimensional radiography interpretation is limited by anatomical superimposition and the acquisition angulation errors associated with this imaging modality. Radiology Reports are significantly limited by the quality of the submitted image and/ or image volume. Factors that may compromise CBCT scan quality and hinder interpretation include, but are not limited to, low resolution, beam hardening artifact, patient positioning errors, and patient motion artifact. If a repeat scan is declined by the Practice, it is understood that the Radiology Report and the quality and quantity of the attached reconstructed images will remain limited, regardless of the service type requested. Practice acknowledges that measurements should not be made from the attached Radiology Report images. Reconstructed images represent approximations derived from selected slices and are not intended for quantitative analysis. Approximate measurements provided on reconstructed images are subject to limitations related to patient positioning, anatomical variability, image artifacts, and the threshold parameters of the viewing software. Images made for implant planning must be reconstructed based on occlusion and the angle of implant placement prior to performing any measurements. Due to limitations in accuracy and reproducibility, measurements must not be solely relied upon for clinical or surgical decision-making.

12.3 Radiology Reports and Consultations are based exclusively on the materials available to the consulting oral and maxillofacial radiologist at the time of interpretation.

The radiologist reserves the right to amend or revise the report, in whole or in part, should additional information or imaging become available.

12.4 Daly OMR Inc. retains sole discretion in determining which findings are considered essential, and in the selection and inclusion of any images provided in Radiology Reports.

12.5 DALY OMR INC. HEREBY DISCLAIMS AND MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES RELATING TO QUALITY. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY OTHER INFORMATION CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO PRACTICE ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR SECURITY. Daly OMR Inc. DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON PRACTICE’S COMPUTER OR MOBILE DEVICE OR THAT MAY DAMAGE PRACTICE’S COMPUTER, MOBILE DEVICE OR DATA.

13. Feedback.

If you provide any comments, questions, advice, ideas, recommendations, suggestions, proposals or related information to Daly OMR Inc. by any means, concerning the Services (collectively, “Feedback”), you hereby grant Daly OMR Inc. a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, sublicensable license to use, copy, modify, create derivative works of, publicly display, publicly perform, distribute and otherwise exploit, without any attribution or compensation to you, any and all Feedback in connection with the Services and/or any of Daly OMR Inc.’s other products or services; however, you have no right to compel any such use.

14. General Provisions.

14.1 Amendment of Agreement. This Agreement may be amended or modified only by a written agreement signed by the parties or their duly authorized representatives.

14.2 Integrated Agreement. This Agreement constitutes the entire Agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations, whether written or oral, between the parties concerning the subject matter of this Agreement other than as set forth herein.

14.3 Assignment. This Agreement may not be assigned or transferred by Practice without the prior written consent of Daly OMR Inc. Daly OMR Inc. may assign this Agreement to a parent, affiliate, or successor entity without the prior written consent of Practice.

14.4 Governing Law. The Agreement shall be deemed to have been made in California, and all questions relating to its validity, interpretation, performance, and

enforcement shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflicts of law doctrine to the contrary. Venue for any actions, claims, or proceedings asserted in connection with this Agreement shall be San Mateo County, California.

14.5 Waiver. A waiver shall only be effective if in writing. The waiver by any of the parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.6 Attorneys' Fees. In any suit or action between the parties relating to or arising from this Agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees, costs, and other expenses in addition to other relief which may be awarded including costs and attorneys' fees incurred in enforcing the judgment, on appeal, and in any bankruptcy proceeding.

14.7 No Third-Party Benefit. All rights and obligations arising out of this Agreement shall inure to the benefit of the parties to this Agreement. This Agreement shall not inure to the benefit of any third party.

14.8 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

14.9 Independent Contractor Relationship. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employment relationship between Daly OMR Inc. and you. Daly OMR Inc., via the Platform, shall furnish services to Practice as an independent contractor and not as your employee.

14.10 Confidentiality. You understand that information accessed from Daly OMR Inc. is confidential. You agree not to access, use or disclose any information maintained or transmitted via Daly OMR Inc. for any purpose other than patient treatment, payment or healthcare operations purposes in a manner consistent with applicable law. You will protect the username and password used to access information from Daly OMR Inc. and agree to utilize such access only for the purposes and in a manner consistent with the terms of this Agreement. You agree not to share the username and password with any person or entity, including with co-workers and colleagues. If there is an access error, or if you otherwise obtain access to the medical or dental record or protected health information of any patient that you are not authorized to access, you agree to immediately notify Daly OMR Inc. and to immediately discontinue access and/or review of all such medical record(s).