**MASTER TERMS AND CONDITIONS  
Cover Sheet**

This Master Terms and Conditions (“**Agreement**” or “**Master Terms and Conditions**”) is entered into and effective as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “**Effective Date**”) by and between Voalte, Inc., a Delaware corporation (“**Voalte**”) and the Party identified on this page as Voalte’s customer (“**Customer**”). Voalte and Customer (the “**Parties**”) acknowledge and agree that they have read and understand the terms and conditions of this Agreement and are willing to be legally bound by it. This Agreement includes the body of this Agreement and the following Exhibits:

A. Terms and Conditions

B. Defined Terms

C. Software License Terms

D. Equipment Terms

E. Professional Services

F. Support Services

**Initial Term of Agreement** **36 months** **Renewal Terms of Agreement 12 months**

**Voalte, Inc.**  **Customer Name**

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| --- | --- | --- |
| Authorized Signature:  \Signature2\  Printed Name:  \Name2\  Title:  \Title2\  Date:  \Date2\  **Voalte Contact Information**  Corporate Offices:  130 E. Randolph St., Suite 1000 Chicago, IL 60601  Contact Name:  Contact Title:  Contact Phone Number:  Contact Email Address: |  | Authorized Signature:  \Signature1\  Printed Name:  \Name1\  Title:  \Title1\  Date:  \Date1\  **Customer Contact Information**  Mailing Address:  Contact Name:  Contact Title:  Contact Phone Number:  Contact Email Address:  Customer AP Contact Email Address: |
|  |  |  |

**Exhibit A**

**Terms and Conditions**

**Background Information**

1. Voalte has developed proprietary mobile communications solutions for hospitals and healthcare providers.
2. The Voalte solutions comprise proprietary smartphone software applications, equipment and a variety of implementation services, Professional Services (integration, support, and clinical services) and Support Services (collectively, the “**Solutions**”).
3. Customer wishes to contract with Voalte to receive Solutions during the term of this Agreement.
4. This Agreement contains the terms and conditions that will govern Voalte’s provision of Solutions to Customer.
5. Certain defined terms used in this Agreement are listed in Exhibit B.

In consideration of the mutual exchange of rights and benefits under this Agreement, the Parties agree as follows:

1. Structure of this agreement.
   1. **Parts of the Agreement**. This Agreement consists of:
   2. The Cover Sheet
   3. Exhibit A –Terms and Conditions
   4. Exhibit B – Defined Terms
   5. Exhibit C – Software License Terms
   6. Exhibit D – Equipment Terms
   7. Exhibit E – Professional Services
   8. Exhibit F – Support Services

All SOWs are automatically incorporated by reference into this Agreement as supplements. Change Orders are deemed to amend the provisions of the Agreement to which they apply.

* 1. **Priority of Interpretation**. The Parties intend for this Agreement to be interpreted in a manner that gives full force and effect to all provisions. If there is an inconsistency within the Agreement, Exhibits A and B will govern over the other parts of the Agreement unless in the other part of the Agreement the Parties expressly state their intention that the provision in the body of the Agreement is to be overridden. In order to override a provision in Exhibit A or B, the Parties must specifically mention the provision (by Section number) and the concept that is to be overridden. Inconsistencies between, on the one hand, Exhibits C - H and an SOW shall be resolved in favor of Exhibits C - F unless the Parties specifically state in an SOW that they intend to override a particular provision in one or more of those Exhibits.

1. SOLUTIONS.
   1. **Provision of** **Solutions to** **Customer**. Voalte agrees to provide Customer with those Solutions described in SOWs executed by the Parties from time to time during the term of this Agreement.
   2. **General Limitations on Use of Solutions**. Except as otherwise expressly provided in this Agreement, Customer may use the Solutions solely for Customer’s internal business purposes and solely for the purposes described in this Agreement. Customer may not: (a) sell, resell, license, sublicense, or lease the Solutions to any Third Party; (b) may not give Third Parties access to the Solutions, except for Approved Third Party Providers pursuant to Section 2.3; (c) use the Solutions to provide services to or for any Third Party (for example, as an application service provider, to process data for a Third Party, as a service bureau, or on a time sharing basis); (d) use the Solutions for the purposes of developing, or assisting others in the development, of solutions that compete with or that are directly substitutable for the Solutions; (e) use or attempt to use the Solutions for any purposes that are contrary to Applicable Law; (f) disrupt any other Voalte customer’s authorized use of any Solution; or (g) provide Customer’s Access Credentials to any party that is not an Authorized User.
   3. **Approved Third Party Providers**. If Customer contracts with a Third Party service provider to assist Customer on an independent contractor or outsourced basis, Customer may give these service providers access to and/or use of the Solutions only if: (a) Voalte has expressly approved the service provider in advance; (b) the service provider is not a Voalte Competitor; (c) the service provider is based in and performs its services to Customer relating to the Solutions solely within the United States, unless Voalte expressly permits otherwise; and (d) Customer and the service provider enter into a written contract that designates Voalte as an express third party beneficiary and that requires the service provider to comply with the same terms and conditions that apply to Customer in this Agreement. Third Party service providers that meet the requirements of this Section are referred to as “**Approved Third Party Providers**.” Customer will take all actions necessary to ensure that any Approved Third Party Provider acts in a manner consistent with Customer’s obligations under this Agreement. Customer shall be fully responsible for all acts and omissions of any Third Parties that access or use the Solutions.
   4. **Third Party Solutions**. The Parties acknowledge that the Solutions may include Third Party Solutions. Except as otherwise expressly provided in this Agreement, Third Party Solutions that are incorporated into the Solutions or that Voalte sublicenses or resells to Customer pursuant to this Agreement are deemed to be included in the definition of “Solutions” for purposes of this Agreement, except that Voalte has no responsibility for and makes no representations or warranties with regard to any such Third Party Solutions. Third Party Solutions that Customer is required to provide or acquire separately (i.e. not under this Agreement) are not deemed to be included in the definition of “Solutions” for purposes of this Agreement and Voalte has no responsibility for and makes no representations or warranties with regard to any these types of Third Party Solutions. Certain Third Party Solution Providers may require Customer to contract directly with the Third Party Solution Provider. Other Third Party Solution Providers merely require that Customer agree to the Third Party Solution Provider’s terms and conditions shall be attached to the applicable SOW.
   5. **Prevention of Unauthorized Use**. Customer will use commercially reasonable efforts to prevent any unauthorized use of the Solutions and promptly notify Voalte in writing of any unauthorized use that comes to Customer’s attention. Customer will take all steps reasonably necessary to terminate any unauthorized use. Customer will cooperate with and assist Voalte in connection with any actions taken by Voalte in response to unauthorized use as Voalte may reasonably request.
   6. **Changes to the Solutions**. Customer acknowledges and agrees that Voalte, in its sole discretion, may periodically provide enhancements and make changes to the Solutions. Voalte will use commercially reasonable efforts to notify Customer at least thirty (30) days before any material change to a Solution that could adversely affect Customer’s use of the Solution. Voalte is not required to notify Customer in advance of temporary changes to a Solution that Voalte determines are necessary to address issues with the Solution or the Voalte System.
   7. **Change Management**. If Customer requires a change, the parties agree to work together to initiate a Change Order.
   8. **Relationship Manager**. Each Party at all times shall have a Relationship Manager that will serve as that Party’s primary and first point of contact with respect to this Agreement and the Solutions. Each Party shall ensure that the other Party has current contact information for its Relationship Manager, including office and mobile phone numbers and email and standard mailing addresses.
2. Term of agreement

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* 1. **Term of** **Agreement**. The term of this Agreement begins on the Effective Date and remains in effect for an Initial Term as specified on the cover page of this Agreement. After the Initial Term, the term of the Agreement automatically renews into successive Renewal Terms of the length specified on the cover page of this Agreement. Either Party may elect to terminate the Agreement as of the end of the then-current term by providing written notice of termination at least sixty (60) days prior to the end of the then-current term. Regardless of termination under this provision the Agreement shall remain in effect for any Statement of Work executed prior to the expiration of the term of this Agreement. Regardless of the just-described term lengths, the Parties have rights under Section 10 to terminate the Agreement early (i.e. before the end of the then-current term) under certain circumstances.

1. PAYMENTs, expenses

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* 1. **Fees, Charges and Expenses**. In consideration of the rights granted to it by Voalte in this Agreement, Customer will pay Voalte or otherwise be responsible for all fees, charges, costs and expenses and other financial obligations identified in this Agreement as being the responsibility of Customer (collectively, “**Fees**”). The Quote associated with each SOW will itemize the Fees for each Solution covered by that SOW. Exhibits C - F may contain Fee and payment terms specific to Software, Equipment and Services.
  2. **Payment** **Terms**. Customer must pay Voalte all Fees invoiced by Voalte within thirty (30) days of the date of Voalte’s invoice that includes those Fees.
  3. **Taxes**. Fees do not include Taxes, costs of freight or transportation, insurance, or storage and handling fees. Voalte will add to invoices issued to Customer any such charges or other similar expenses incurred by Voalte in making shipments pursuant to this Agreement. Customer is responsible for all withholding and payment obligations with respect to any Taxes except to the extent that Customer provides Voalte with proof of tax exempt status
  4. **Fee Disputes**
  5. . Notwithstanding the foregoing, if any invoice or payment obligation is disputed in whole or in part, the undisputed portion thereof (if any) shall be paid within the thirty (30) day period (or such other period as may be set forth in an SOW). Any disputed portion thereof shall be paid within fifteen (15) days after such Dispute has been resolved in accordance with the dispute resolution provisions of this Agreement and then only in such amount as shall be determined to be due and payable upon the resolution of such Dispute
  6. **Payment Delinquency**. In addition to all other rights that Voalte may have under Applicable Law or at equity, in the event that Customer fails to pay Fees to Voalte when due, Voalte will have the right to suspend or terminate Customer’s rights to any or all of the Solutions, including any Support Services, until the delinquent amounts are paid in full, together with interest. Any late payments shall begin accruing interest as of the first day after the due date at a rate equal to the greater of 2% above the Prime Rate or the maximum interest rate permitted under Applicable Law. If Customer has failed to pay Fees on a timely basis more than 2 times during a single calendar year, Voalte shall have the right, if it chooses, to require Customer to pay and at all times maintain a Fee Deposit in an amount determined by Voalte. At termination of this Agreement, the Fee Deposit, less any amounts applied from the Fee Deposit against unpaid Fees, will be returned to Customer.
  7. **UCC Financing Statement.** Voalte and Customer acknowledge that under this Agreement Customer's payment obligations may extend longer than twelve (12) months from the Effective Date. As such Voalte reserves the right to file a UCC-1 Form in order to secure Voalte's interest in and to the Solutions if applicable.

1. PROPRIETARY RIGHTS.
   1. **Rights of Voalte**. Customer acknowledges that, as between Customer and Voalte, all right, title and interest in and to the Solutions (which, for clarity, include all Voalte Software and Services) and Voalte’s Confidential Information, including all Intellectual Property Rights, belong to and are owned by Voalte and that Customer will not acquire any right, title or interest in the Solutions by virtue of this Agreement other than the limited licenses expressly granted by Voalte to Customer in this Agreement and other than Equipment sold to Customer by Voalte, for which title shall pass to Customer. Nevertheless, if Customer is determined to have or asserts that it has any rights, titles or interests that the first sentence indicates are held by Voalte, for example any rights in or to customizations, improvements or suggested customizations and improvements to the Solutions, Customer agrees to take any action reasonably requested by Voalte to transfer all such rights, titles or interests to Voalte.
   2. **Third Party Rights**. Customer acknowledges that, as between Customer and the Third Party Solution Providers, all right, title and interest in and to the Third Party Solutions, including all Intellectual Property Rights, belong to and are owned by the applicable Third Party Solution Provider and that Customer will not acquire any right, title or interest in the Solutions by virtue of this Agreement other than the limited licenses expressly granted by Voalte to Customer in this Agreement or directly by the Third Party Solution Provider to Customer.
   3. **Rights of** **Customer**. Subject to Sections 5.1 and 5.2, all right, title and interest, including all Intellectual Property Rights, in and to Customers’ Confidential Information, Customer Data, and Customer’s own product and service offerings belong to and are owned by Customer. Customer grants to Voalte a non-exclusive, royalty free, perpetual, fully-paid, worldwide, sub-licensable license to use, copy, modify, deploy, distribute, de-identify, and exploit for any lawful purpose Customer Data, provided that Customer Data that constitutes Protected Health Information shall be de-identified to the extent required by the Business Associate Agreement and HIPAA, and also be subject to such license.
   4. **Notices**. Each Party will take appropriate steps, as reasonably requested by the other Party, to inform its personnel, agents, contractors and service providers of the restrictions contained in this Section. Each Party agrees that it will not adopt, use or register any acronym, trademark, trade name or other marketing or brand name of the other Party or any confusingly similar word or symbol as part of its own name or the name of any of its Affiliates or as part of the name of any products that it markets.
2. confidentiality.
   1. **Non-Disclosure; Non-Use**. Except as expressly permitted by the other Party, a Receiving Party of Confidential Information of the other Party will not disclose, communicate, publish, disseminate, or make accessible, in any manner, the Disclosing Party’s Confidential Information to any Person except in accordance with the terms of this Agreement and Applicable Law. The Receiving Party will take reasonably diligent measures to protect the secrecy of, and avoid the unauthorized disclosure or use of, a Disclosing Party’s Confidential Information. In handling the Disclosing Party’s Confidential Information, the Receiving Party will exercise the highest degree of care that the Receiving Party uses to protect its own or similar Confidential Information, although never less than a reasonable level of care. A Receiving Party may use the Disclosing Party’s Confidential Information only as reasonably necessary to fulfill an obligation or exercise a right under this Agreement and only as permitted by this Agreement.
   2. **Permitted** **Disclosures**. A Party may disclose Confidential Information to its Representatives, provided that:  (i) disclosure of Confidential Information is limited to Representatives who have a need to know the Confidential Information in order to carry out the terms of this Agreement or to enable the Party to exercise its rights under this Agreement; (ii) the Party informs its Representative of the confidential nature of the Confidential Information; and (iii) the Party requires its Representatives to treat Confidential Information with the same level of care as applies to the Party’s own obligations under this Agreement. A Receiving Party will be liable to the Disclosing Party for any unauthorized use or disclosure or misappropriation of the Disclosing Party’s Confidential Information by the Receiving Party’s Representatives. For purposes of clarity, Customer’s disclosure of Voalte Confidential Information to Third Parties, including Voalte Competitors, would be a material breach of Sections 5.1 and 6.1, except as is otherwise expressly provided in this Agreement or authorized in advance by the Disclosing Party.
   3. **Return or Destruction of Confidential Information**. Upon termination of this Agreement (except as necessary for a Party to perform any post-termination obligation under this Agreement) or at a Disclosing Party’s request, each Party will: (i) discontinue all use of the other Party’s Confidential Information; (ii) return to the other Party all materials furnished to it by or on behalf of the other Party that contain the other Party’s Confidential Information; (iii) erase or destroy any Confidential Information of the other Party contained in computer memory or data storage apparatuses; and (iv) remove Confidential Information of the other Party from any software that incorporates or uses such Confidential Information in whole or in part. For purposes of clarity, the obligations in this Section apply to any form of Confidential Information, including printed or other tangible information and digitized or electronic information.
   4. **Compelled** **Disclosures**. If a Receiving Party is required (by oral questions, interrogatories, requests for information or documents in a court or administrative proceeding, subpoena, civil investigative demand or other similar process) to disclose any of Disclosing Party’s Confidential Information, the Receiving Party will provide Disclosing Party with prompt notice of the request or requirement so that Disclosing Party, with assistance from the Receiving Party, may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.
   5. **Duration of Obligations**. Except as otherwise provided in this Section, the Parties’ obligations under this Section will continue for the duration of the term of this Agreement and indefinitely after it. The Parties acknowledge that some jurisdictions may differentiate between Confidential Information that constitutes a Trade Secret and Confidential Information that does not constitute a Trade Secret. Those jurisdictions may require that non-disclosure covenants with respect to Confidential Information that is not a Trade Secret be limited in duration and not indefinite. Accordingly, the Parties agree that if Applicable Law requires a durational limit on the Parties’ non-disclosure covenants in this Section 6, the non-disclosure covenants will expire five (5) years or maximum allowed by that jurisdiction after the end of the term of this Agreement.
   6. **Other Rights**. The provisions of this Section (and Section 5) are not intended by the Parties to override or diminish any additional rights of the Parties under Applicable Law.
3. LEGAL compliance obligations
   1. **Compliance with** **Applicable Law**. In performing their obligations and exercising their rights under this Agreement, the Parties will comply with Applicable Law. In its use of the Solutions or with respect to Customer Data, Customer may not take or fail to take any action that causes Voalte or the Solutions to be in violation of Applicable Law.
   2. **Statutory and Regulatory Changes**. If changes in Applicable Law materially adversely affect the rights of a Party under this Agreement, the Parties will meet and use good faith and commercially reasonable efforts to consider modifications to this Agreement to account for the changes in Applicable Law, while preserving, as nearly as possible, the relative economic rights and substantive duties of the Parties under this Agreement.
   3. **Licenses and Permits**. Each Party warrants that it will be responsible for obtaining, and has financial responsibility for, all necessary licenses, consents, approvals, permits and authorizations required by Applicable Law that are legally required to be obtained in connection with its rights and obligations under this Agreement.
   4. **Exports**. Customer may not take any action that would constitute an “export” or “deemed export” of the Solutions (as those terms are defined under the U.S. export controls Laws) except as is expressly permitted by Voalte and documented in an SOW and as is permissible under Applicable Law. Customer agrees to seek guidance from qualified legal counsel as to what constitutes an “export” or “deemed export” for purposes of U.S. export controls Laws. Without limiting the generality of the first sentence of this Section: (i) Customer will not load the Software on, or access or use the Software from, any CPU, server or other device, including portable media, located outside of the United States or that is accessible by Persons outside of the United States; (ii) Customer will not give any individual who is not a citizen of the United States access to any Confidential Information of Voalte; and (iii) Customer will not use any individuals or entities outside of the United States in the performance of any of Customer’s obligations under this Agreement. Customer will not allow any Person that is identified on a restricted party list promulgated by OFAC or other U.S. government agency access to the Voalte Solutions. Customer releases Voalte from any liability with respect to any export by Customer or its Affiliates, agents, contractors or Representatives of a Solution.
   5. **Commitment to Information and Data Protection**. Customer agrees to use industry customary practices, but no less than reasonable, practices to protect the privacy and security of Protected Information that might come within Customer’s control, possession or knowledge in connection with its use of the Solutions. Customer will comply with all Applicable Laws, including Data Privacy Laws, in connection with its use of the Solutions including: (a) HIPAA and HITECH; (b) FACTA; and (d) all applicable industry standards, (including certification), but not limited to ISO Standard 27001 or COBIT.. NOTE: Voalte’s obligations with regard to Protected Health Information, as defined under HIPAA, are to be covered by the Business Associate Agreement between Customer and Voalte and are not governed by this Agreement.
   6. **Security/Privacy Breach**. If Customer becomes aware of or suspects that there has been an actual or potential unauthorized acquisition, accessing, use, alteration, disclosure, compromise or loss of any Protected Information associated with or in connection with Customer’s use of the Solutions (a “**Data Breach**”), Customer must promptly notify Voalte of the Data Breach and take all actions required by Applicable Law, including the Data Privacy Laws. Customer acknowledges that Voalte has no responsibility from, and Customer releases Voalte from all liability for, any Data Breach that is associated with or that is in connection with Customer’s use of the Solutions.
   7. **Access**

. Customer will provide Voalte with access to all information, documents, systems, equipment and technology reasonable or necessary Voalte to perform its obligations under this Agreement or that are reasonably related to Customer’s use of the Solutions. The Parties agree that this access will be subject to Applicable Law and the provisions of this Agreement pertaining to Customer’s Confidential Information.

* 1. **Books and Records**. Customer will maintain, for the duration required by Applicable Law but in no event for less than 3 years after the end of the term of this Agreement, accurate and complete books and records regarding this Agreement, its use of the Solutions and its compliance with its obligations under this Agreement.

1. AuditS.
   1. **Audit Rights**. During and for three (3) years after the term of this Agreement, Voalte will have right to audit the books, records and operations of Customer for the sole purpose of assessing the Customer’s compliance with the terms of this Agreement. These audit rights may be exercised no more often than once per calendar year and only with at least 48 hours’ advance notice to Customer. If an audit indicates that Customer has underpaid Voalte, Customer will promptly remit to Voalte the entire payment deficiency. If the payment deficiency is more than 10%, all of Voalte’s audit costs shall be borne or reimbursed by Customer. If the audit uncovers improper use of the Solutions by Customer, at its sole election, Voalte may suspend or terminate Customer’s right to use of any or all of the Solutions or terminate this Agreement immediately.
2. PERFORMANCE STANDARDS

**AND OTHER RESPONSIBILITIES.**

* 1. **General Performance Warranty**. Voalte warrants that the Solutions, as provider to Customer or performed for Customer, will perform in all material respects the functions specified in this Agreement and in Voalte’s then-current Documentation.  Voalte will not be responsible for a failure of a Solution to meet the warranty in this Section if the failure is caused by or at least in part attributable to: (i) Customer’s breach of this Agreement; (ii) Customer’s use of the Solutions in an unreasonable or unauthorized manner; or (iii) software, equipment or services other than those provided by Voalte to Customer. Voalte will not have responsibility or liability to Customer under this Section if (a) at the time Customer is in breach of this Agreement, including Customer’s obligations in Section 9.4, or (b) Customer or any Third Party has modified the Solutions. Any liability of Voalte for a breach of the warranty in this Section shall be solely to Customer.
  2. **Third Party Solution Warranties**. Customer releases Voalte from and acknowledges that Voalte does not make any representations or warranties about the Third Party Solutions. However, if a Third Party Solution Provider has authorized Voalte to do so, Voalte will pass through to Customer any warranties made by the Third Party Solution Provider to Voalte. Customer acknowledges that it might receive warranties and other rights directly from the Third Party Solution Providers or in the provisions attached in the applicable SOW.
  3. **Customer Data**. Despite anything to the contrary in this Agreement, Voalte shall have no responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or the Intellectual Property Rights with respect to or rights to use the Customer Data; instead, Customer shall bear all responsibility for these matters. Voalte shall not be responsible or liable for Customer’s deletion, correction, destruction, damage, loss or failure to store or protect any Customer Data. Under no circumstances shall Voalte have any responsibility, directly or indirectly, with regard to the treatment of patients.
  4. **Customer Responsibilities**. During the term of this Agreement, Customer will: (a) follow all installation, operation and maintenance instructions provided by Voalte; (b) provide a proper system environment that is consistent with any standards promulgated by Voalte, a compliant electrical and telecommunications infrastructure, and a suitable network having Wi-Fi connectivity configured for smartphone utilization as recommended by Voalte throughout Customer’s facilities; (c) provide and create suitable access to Customer’s computer systems, sensors, alerts, alarms, and other medical devices; (d) perform regular system and server backups, including proper periodic copying of and retention of Customer Data as required by Applicable Law and reasonable and customary industry practices, Customer policy or otherwise; and (e) implement adequate security, procedural, and technical safeguards which conform with Applicable Laws, including HIPAA and HITECH obligations to prevent improper use, destruction, or disclosure of the information being transmitted or retained as well as conformance and compliance with other Laws applicable to healthcare providers.
  5. **DISCLAIMER OF VOALTE WARRANTIES**. VOALTE DOES NOT MAKE, AND DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE ONLY, WARRANTIES: (A) OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY; (B) THAT SOLUTIONS, INDIVIDUALLY OR IN THE AGGREGATE, WILL MEET CUSTOMER’S REQUIREMENTS, OTHER THAN THOSE EXPRESSLY AGREED TO BY VOALTE IN THIS AGREEMENT; (C) THAT THE SOLUTIONS WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (D) THAT THE SOLUTIONS WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE OR NEED; OR (E) THAT THE NETWORKED MOBILE DEVICES USED BY CUSTOMER IN CONJUNCTION WITH THE SOLUTIONS WILL ALWAYS HAVE WI-FI ACCESS OR WILL HAVE SERVICE IN ALL AREAS OF CUSTOMER’S FACILITIES SUCH THAT USERS WILL ALWAYS BE ABLE TO USE THE SOLUTIONS UNINTERRUPTED. CUSTOMER UNDERSTANDS THAT THE QUALITY OF THE INFORMATION TRANSMITTED THROUGH USE OF THE SOLUTIONS IS DEPENDENT ON THE QUALITY OF THE INFORMATION RECEIVED FROM CUSTOMER, ITS USERS, AND ITS EQUIPMENT, AND THAT VOALTE IS NOT RESPONSIBLE FOR ERRORS OR PROBLEMS IN INFORMATION PROVIDED TO VOALTE BY CUSTOMER. THERE ARE ADDITIONAL WARRANTY LIMITATIONS AND DISCLAIMERS WITH REGARD TO CERTAIN EQUIPMENT THAT MAY BE SOLD TO CUSTOMER UNDER AN SOW.
  6. **VOALTE SYSTEM AS A SECONDARY OR SUPPLEMENTARY ALARM SYSTEM ONLY.** CUSTOMER’S ALARM SYSTEM SHALL REMAINS THE PRIMARY ALARM SYSTEM FOR CUSTOMER. ADDITIONALLY, CUSTOMER SHALL USE THE VOALTE SYSTEM ONLY AS **A SECONDARY OR SUPPLEMENTARY** ALARM SYSTEM, AND CUSTOMER UNDERSTANDS THAT THE VOALTE SYSTEM IS NOT INTENDED TO BE, NOR WILL BE USED AS, CUSTOMER’S PRIMARY ALARM SYSTEM. IN NO EVENT SHALL VOALTE BE RESPONSIBLE FOR ANY MEDICAL TREATMENT, RESPONSE TO MEDICAL ALERT, DIAGNOSIS OF A MEDICAL CONDITION, DELAY IN RENDERING MEDICAL CONDITION, OR MISUSE OF THE VOALTE SYSTEM.
  7. **VOALTE SYSTEM AS A MEDICAL DEVICE.** The Voalte One product is a medical device\* but is subject to FDA enforcement discretion meaning it is not subject to general controls including provisions that relate to adulteration, misbranding, device registration and listing, premarket notification, banned devices, notification (including repair, replacement or refund), records and reports, restricted devices, and good manufacturing practices. \* This is in accordance with the FDA Mobile Medical Applications Guidance for Industry and Food and Drug Administration Staff Document issued on February 9, 2015.
  8. **Force Majeure**. Voalte shall not be liable for any loss or delay resulting from any event that is beyond the reasonable control of Voalte or its Third Party Solution Providers including acts of God, fire, flood, epidemic, pandemic or quarantine restrictions, catastrophic weather events, other natural disasters, terrorism, war or military hostilities, loss of internet, broadband or Wi-Fi connectivity or services, unexpected scarcity or unavailability of parts or components, inability of carriers to make scheduled deliveries, labor stoppage, strikes, riots, or civil commotion, freight or other embargoes. Voalte’s inability to cause the Solutions to operate or to provide Services as a result of such conditions shall not constitute a breach of this Agreement.

1. early Termination

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* 1. **Termination for Cause by Voalte**

. Voalte may suspend Customer’s rights to one or more Solutions or, at Voalte’s sole discretion, terminate Agreement for cause if:  (a) Customer breaches any material provision of this Agreement and fails to cure or remedy the breach within thirty (30) days of receiving written notice from Voalte specifying in reasonable detail the nature of the breach; or (b) Customer generally fails to pay its debts as they become due, admits in writing its inability to pay its debts generally, makes a general assignment for the benefit of creditors or any bankruptcy proceedings are instituted by or against Customer takes any corporate action to authorize any of the actions described in this subsection. Despite the preceding sentence, Customer shall not have a right to cure a breach of this Agreement if Voalte reasonably concludes that the breach, by its nature, cannot be cured or is highly unlikely to be cured during the thirty (30) day cure period (for example, in the event of a wrongful disclosure of Voalte Confidential Information by Customer).

* 1. **Termination for Cause by Customer**

. Customer may terminate this Agreement for cause if:  (a) Voalte breaches any material provision of this Agreement and fails to cure or remedy the breach within thirty (30) days of receiving written notice from Customer specifying in reasonable detail the nature of the breach; or (b) Voalte generally fails to pay its debts as they become due, admits in writing its inability to pay its debts generally, makes a general assignment for the benefit of creditors or any bankruptcy proceedings are instituted by or against Voalte or Voalte takes any corporate action to authorize any of the actions described in this subsection. Despite the preceding sentence, Voalte shall not have a right to cure a breach of this Agreement if Customer reasonably concludes that the breach, by its nature, cannot be cured or is highly unlikely to be cured during the thirty (30) day cure period.

* 1. **Mutually Agreeable Termination**

. The Parties, in a document signed by both of them, shall be entitled to terminate this Agreement, in whole or in part.

* 1. **Early Termination Payments**. Despite anything to the contrary in this Agreement, upon any termination of this Agreement, Customer will remit to Voalte all unpaid Fees through the date of termination. Other portions of this Agreement, including the SOW may require certain early termination payments.

1. Indemnification, INSURANCE, LIMITATION OF LIABILITY.
   1. **Indemnification By Voalte**. Voalte will defend, indemnify and hold harmless Customer, Customer’s Affiliates and their respective officers, directors, managers, employees, contractors, and agents against all Losses arising out of or relating to:  (a) a Voalte IP Infringement; (b) an uncured material breach of this Agreement by Voalte; (c) the gross negligence or willful misconduct of Voalte; or (d) the knowing material violation of Applicable Law by Voalte. If any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts Customer in any way, and such obligation, liability, prejudice, or impact can reasonably be expected to be material, then such a settlement will require Customer’s prior written consent (not to be unreasonably withheld or delayed), and Customer may have its own counsel in attendance at all proceedings and substantive negotiations relating to such claim. If the Solutions become, or in Voalte’s reasonable opinion are likely to become, the subject of a Third Party infringement claim, Voalte will, at is sole discretion, use commercially reasonable efforts to either: (i) promptly at Voalte’s expense secure the right for Customer to continue using the Solutions, or (ii) if this cannot be accomplished with commercially reasonable efforts, then at Voalte’s expense, modify the Solutions to make them non-infringing or without misappropriation; provided, however, that any modification may not substantially degrade the performance or quality of the Solutions. If Voalte is successful in addressing the infringement (actual or potential), then any such expenses and costs incurred in addressing the infringement shall be set off against and shall reduce any amount owed by Voalte under the indemnification requirement in the first sentence of this Section. Voalte will not be responsible for indemnifying Customer under subsection (a) if the infringement is caused by or at least in part attributable to: (A) Customer’s breach of this Agreement; (B) Customer’s use of the Solutions in an unreasonable or unauthorized manner; (D) software, equipment or services other than those provided by Voalte to Customer; or (E) Customer’s failure to implement a modification, error correction, or update to a Solution provided by Voalte. Voalte will not have responsibility for indemnifying Customer under this subsection if at the time Customer is in breach of this Agreement, or Customer or any Third Party has modified the Solutions.
   2. **Indemnification By Customer**. Customer will defend, indemnify and hold harmless Voalte, Voalte’s Affiliates and their respective officers, directors, managers, employees, contractors, and agents against all Losses arising out of or relating to:  (a) any final ruling of a court of competent jurisdiction that Customer’s use of the Solutions infringe on or misappropriate a Third Party’s Intellectual Property Rights (except in cases where Voalte is responsible for the infringement pursuant to Section 11.1(a); (b) any uncured material breach of this Agreement by Customer; (c) any export or deemed export of a Solution by Customer; (d) the gross negligence or willful misconduct of Customer; (e) Customer Data; (f) claims asserted by patients at Customer’s hospital or otherwise related to Customer’s operations; (g) the acts or omissions of any of Customer’s Third Party contractors or service providers, including Approved Third Party Providers; (h) services or products provided by Voalte to Customer that are beyond the scope of this Agreement. If any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts Voalte in any way, and such obligation, liability, prejudice, or impact can reasonably be expected to be material, then such settlement will require Voalte’s prior written consent (not to be unreasonably withheld or delayed), and Voalte may have its own counsel in attendance at all proceedings and substantive negotiations relating to such claim.
   3. **Limitation of Liability**

**.** VOALTE WILL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, POTENTIAL BUSINESS, REVENUES OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES OR, OTHER THAN AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OR DAMAGES MADE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN OR UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND THE SOLUTIONS. IN NO EVENT WILL VOALTE’S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID TO VOALTE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR LIABILITY ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, FRAUD AND ANY OTHER TORT. VOALTE SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER DATA, FILES, PROGRAMS OR INFORMATION THROUGH ACCIDENT, NEGLIGENCE, FRAUDULENT MEANS OR DEVICES. THERE ARE ADDITIONAL LIMITATIONS ON VOALTE’S LIABILITY WITH REGARD TO CERTAIN EQUIPMENT THAT MAY BE SOLD TO CUSTOMER UNDER AN SOW; THOSE ADDITIONAL LIMITATIONS ON LIABILITY ARE INCLUDED IN PRINTED EQUIPMENT WARRANTY INFORMATION ON VOALTE’S WEBSITE AND/OR IN PRINTED FORMAT AND PROVIDED TO CUSTOMER AND ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

* 1. **Insurance**. During the term of the Agreement, Voalte will maintain the following insurance; a) commercial general liability insurance including products and completed operations coverage in an amount not less than $2,000,000 CSL per occurrence and $2,000,000 general aggregate, b) commercial automobile insurance in an amount not less than $1,000,000 CSL and workers compensation insurance in an amount required for by the jurisdiction in which any work is performed under this agreement. Voalte uses a combination of insurance, self insured retentions and deductibles as part of its risk management program in such amounts as are deemed financially reasonable.

1. Dispute RESOLUTION.
   1. **Governing Law and Dispute Resolution**. The Parties will use reasonable efforts to informally resolve disputes that may arise under this Agreement or in connection with the Solutions. In order to protect its Confidential Information or Intellectual Property Rights, either Party may seek immediate relief in a court of proper jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. Any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may only be brought in any state court located in the State of Delaware, or in the United States District Court, District of Delaware and each Party consents to the jurisdiction and venue of these courts and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or may later have to the personal jurisdiction and venue of these courts such court and to any claim of inconvenient forum.
   2. **Attorney** **Fees and Remedies**. The prevailing Party in any disputes arising in connection with this Agreement will be entitled to recover its reasonable attorney fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other Party. Except as is otherwise expressly provided in this Agreement, the Parties’ remedies either under this Agreement or under Applicable Law will be cumulative.
2. General.
   1. **Assignment**

. Customer will not assign or attempt to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Voalte, which may be withheld in Voalte’s sole discretion. Any unauthorized assignment or delegation will be null and void.  Customer will not be relieved of any of its obligations as a result of any assignment of this Agreement.Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties’ successors and assigns. Notwithstanding the foregoing, Voalte may freely assign this Agreement, in whole, to any entity with which it merges where Voalte is not the surviving entity in the merger or to any entity that purchases all or substantially all of the assets of Voalte.

* 1. **Relationship of the** **Parties**

. The relationship between the Parties created by this Agreement is that of independent contractor and not partners, joint ventures, agents or employees.

* 1. **Non-Solicitation**. During the Term of the Agreement and for a period of 1 year after the expiration or termination of the Agreement, Customer will not, directly or indirectly, alone or in conjunction with, or on behalf of, any other person solicit any employee of Voalte to terminate his or her employment with Voalte or solicit any other person or entity in a business relationship with Voalte to sever or reduce the scope of that business relationship.
  2. **Third** **Party Beneficiaries**. This Agreement is entered into solely between, and may be enforced only by, Voalte and Customer. Except as is otherwise contemplated by this Agreement, there are no Third Party beneficiaries under or in connection with this Agreement.
  3. **Counterparts**

. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each Party may rely upon the electronic (i.e. via facsimile or email/PDF) signature of the other Party.

* 1. **Entire Understanding**

. This Agreement is the exclusive and entire agreement between the Parties with respect to its subject matters and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written, oral, electronic or web-based relating to its subject matter.

* 1. **Interpretation**

. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "but not limited to."

* 1. **Modification and Waiver**

. No modification or waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.

* 1. **Notice**

. All notices pursuant to this Agreement, will be deemed sufficiently given in writing if personally delivered or mailed by certified or first class mail or a nationally recognized courier to a Party at its address set forth on the cover page to this Agreement, or at such other address as a Party may from time to time specify by written notice to the other Party. Notice to Voalte shall be sent “Care of Contract Manager.” Faxed notices are sufficient to meet the notice requirement, provided an original copy follows it in a timely manner.

* 1. **Severability**

. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

* 1. **Obligations of Affiliates**. The obligations of Customer shall also apply to Customer’s Affiliates to the extent that the Affiliates are involved in use of the Solutions or the management or operation of Customer’s hospital or healthcare facilities where the Solutions are used.
  2. **Press Releases**. Neither Party may make any press releases, public announcements or similar public disclosure relating to this Agreement or its subject matter, including promotional or marketing material, without the consent of the other Party. Any such press release, public announcement or similar public disclosure will be coordinated with and approved by the other Party before release.
  3. **Survival**. All provisions of this Agreement that by their nature or terms should continue in effect after termination or expiration of this Agreement shall survive termination or expiration.
  4. **Authority**. Each Party represents and warrants to the other Party that it has the corporate authority to enter into and perform its obligations under this Agreement and that the person signing this Agreement on its behalf has the authority to do so.

**Exhibit B  
Defined Terms**

**“Access Credentials”** are security credentials issued by Voalte to Customer that are required for Customer to access the Software and/or any other Solution.

**“Additional Third Party Software”** has the meaning set forth in Exhibit C**.**

**“****Affiliate”** means, with respect to any entity, any other entity that controls, is controlled by or is under common control with the Person. Controlling, Controlled by or under common Control with the first referenced entity.

**“****Agreement”** has the meaning set forth in the introductory paragraph of this Agreement.

**“App”** or **“Apps”** is defined as a software application.

**“****Applicable Law”** or “**Law**” means, to the extent applicable to either Party or this Agreement, laws (constitutional, statutory, case, common, code), regulations, directives and orders and all governmental authorities and regulatory authorities and decrees of all courts, tribunals.

**“Approved Third Party Providers”** has the meaning set forth in Section 2.3.

**“Authorized User”** is defined as a Person that is authorized to access and/or use the Solutions pursuant to this Agreement.

**“Change Orders”** has the meaning set forth in Section 1.1.

**“Changes”** means mutually agreed upon changes to the Services or an SOW pursuant to Section 2.7.

**“****Confidential Information”** of a Party means all financial, technical, legal, business, commercial and other data and information (except for information and data specifically excluded from the definition below) of that Party or its Affiliates, regardless of form or format (i.e. written, oral, electronic, digital) (including all trade secrets and all information and data covered or protected by the Privacy and Security Laws) disclosed or provided by or on behalf of a Disclosing Party to a Receiving Party or to which a Receiving Party is given access. A “**Disclosing Party**” is the Party that discloses or provides access to its Confidential Information. The “**Receiving Party**” is the Party to whom the Confidential Information is provided or who is given access to such information. Examples of Confidential Information include: (i) non-public information about a Party’s product offerings, product development strategies, technologies, business relationships, sales channels, financial position, pricing strategies, operations, assets, personnel, financial information and data, research and development plans, methods, scientific and technical data, manufacturing and production data, business development, marketing and sales plans and data, and the identities of, discussions with and the course of dealing with any actual and prospective customers, contractors, vendors and other suppliers; (ii) all notes, analyses, compilations, forecasts, studies, interpretations, and other documents prepared by a Receiving Party or any of its representatives which contain, reflect or are based upon, in whole or in part, any information furnished by Disclosing Party or any of Disclosing Party’s representatives; and (iii) Intellectual Property Rights. Failure to mark or designate any particular Confidential Information as confidential or proprietary will not affect its status as Confidential Information under the terms of this Agreement if the circumstances and context reasonably indicate that the information and data at issue should be treated as confidential or proprietary under the circumstances. Except as is otherwise provided by the Information Privacy and Security Laws, Confidential Information will not include any information that: (a) at the time of disclosure by or on behalf of Disclosing Party is in the public domain, or known by the general public or Disclosing Party’s industry through no improper act (including a breach of this Agreement or any other confidentiality or non-disclosure agreement); (b) a Party receives from a Third Party free from any restriction as to its use or disclosure and such Third Party had no direct or indirect obligation to Disclosing Party not to disclose such information; (c) one Party independently develops without reference to or use of any Confidential Information of the other; (d) the Receiving Party knew or had access to, without any obligation of confidentiality, prior to the disclosure of the Confidential Information to Disclosing Party; or (e) information disclosed for unrestricted release with the written approval of the Disclosing Party. As between Customer and Voalte, Customer Data is Confidential Information of Customer except that it is excluded from such definitions to the extent it has been de-identified in compliance with HIPAA and the Business Associate Agreement.

**“Customer Data”** is defined as information, data and content that is stored in, transmitted using or made available through use of the Solutions.

**“Data Breach”** has the meaning set forth in Section 7.6.

**“Data Privacy Laws”** are Laws that protect the privacy or security of information or data.

**“Documentation”** is defined as the then-current, authorized Voalte documentation describing a Voalte Solution, whether printed, electronic or on-line.

**“****Effective Date”** means the date specified in the introductory paragraph of the Agreement and is the date on which the Agreement is effective.

**“Equipment”** has the meaning set forth in Exhibit D**.**

**“Error”** has the meaning set forth in Exhibit C**.**

**“FACTA”** means The Fair and Accurate Credit Transactions Act of 2003.

**“Fee Deposit”** is defined as a deposit of funds that Customer is required to make to Voalte, for Voalte to hold, to apply against a payment default by Customer. Any remaining Fee Deposit is refundable to Customer upon any termination of this Agreement and full payment to Voalte through termination.

**“****Fees”** has the meaning set forth in Section 4.1.

**“HIPAA”** means The Health Insurance Portability and Accountability Act of 1996.

# “HITECH” means Health Information Technology for Economic and Clinical Health Act.

**“Included Third Party Software”** has the meaning set forth in Exhibit C**.**

**“****Initial** **Term”** is the period of time specified as such on the Cover Page to this Agreement.

**“Integration Services”** is defined as implementation and integration services performed by Voalte for Customer in connection with the Solutions.

**“****Intellectual Property Rights”** or **“Intellectual Property”** means (i) all patents (including originals, divisionals, continuations, continuations-in-part, extensions, foreign applications, utility models and re-issues), patent applications, copyrights (including all registrations and applications for such protection), trade secrets, trademarks, trademark applications and other proprietary and intellectual property rights, including moral rights; and (ii) with regard to Voalte’s assignment of Intellectual Property Rights under this Agreement, the exclusive right to make copies, prepare derivative works, publish, publicly perform, and publicly display the foregoing in (i) with full rights to authorize others to do the same.

**“****Losses”** means Third Party claims, allegations, actions, suits, loss, damages, and costs, including attorneys’ fees.

**“Major Updates”** is defined in Exhibit F.

**“Minor Updates”** is defined in Exhibit F.

**“OFAC”** the U.S Treasury Department’s Office of Foreign Assets Control.

**“****Person”** means a natural person, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a Governmental Authority.

**“Prime Rate”** is defined as the Prime Rate as announced by the Wall Street Journal from time to time.

**“Professional Services”** is defined in Exhibit E.

**“Protected Information”** is defined as information or data, including PHI, personally identifiable financial information and other forms of personally identifiable information, the security and/or privacy of which is protected by Applicable Laws.

**“Protected Health Information”** or “**PHI**” is defined in HIPAA.

**“Quote”** is a summary of Solutions and prices in an SOW.

**“****Receiving Party”** is defined in Section 5.1.

**“****Regulatory Authorities”** means the various government agencies having supervisory and regulatory authority over either Party.

**“Relationship Manager”** refers to each Party’s representative that is delegated with primary responsibility for managing that Party’s responsibilities under this Agreement.

**“****Renewal** **Terms****”** are the periods of time specified as such on the Cover Page to this Agreement.

**“****Representative”** means an employee, officer, director, or agent of a Party.

**“Software”** is defined as Voalte Software and Included Third Party Software.

**“Solutions”** has the meaning set forth in the Background Section of this Agreement.

**“****SOW”** or **“Statement of Work”** means the documents that Customer and Voalte execute in order for Customer to acquire particular Solutions. The Parties contemplate that Customer and Voalte will execute multiple SOWs during the term of this Agreement.

**“Support Fees”** is defined in Exhibit F.

**“Support Services”** is defined Exhibit F.

**“Taxes”** means sales, use, excise, import or export, withholding, value added or similar taxes or duties.

**“****Third Parties”** means any Person other than Customer and Voalte.

**“Third Party Solution Providers”** are Third Parties that provide Voalte and/or Customer with Third Party Solutions.

**“Third Party Solutions”** has the meaning set forth in Section 2.4.

**“Trade Secret”** is defined under Applicable Law.

**“Training Services”** are training services that may be provided by Voalte to Customer in connection with an SOW.

**“Voalte”** has the meaning set forth in the introductory paragraph of this Agreement. **“Voalte Competitor”** is defined as Person that offers products and/or services that compete with the Solutions or that are directly substitutable for the Solutions.

**“Voalte IP Infringement”** any final ruling of a court of competent jurisdiction that the Solutions infringe on or misappropriate the Third Party’s Intellectual Property Rights.

**“Voalte Software”** has the meaning set forth in Exhibit C.

**Exhibit C**

**Software License Terms**

1. VOALTE’S SOFTWARE.
   1. **Voalte Software**. Each SOW will describe any Voalte software programs that Customer is licensing under that SOW (“**Voalte Software**”) as well as the version and release number for each program of Voalte Software along with the Fees associated with Customer’s license of that Voalte Software. The Voalte Software may be described in more detail in the SOWs and in the Voalte Documentation.
   2. **Included Third Party Software**. Each SOW will describe any Third Party owned software programs that Voalte is authorized to sublicense to Voalte customers as part of or in conjunction with the Voalte Software as well as any open source software incorporated into the Voalte Software (“**Included** **Third Party** **Software**”). The Included Third Party Software that Customer is licensing and the version and release number for each program are identified in the SOW along with the Fees (if any) associated with Customer’s license of that Included Third Party Software. Certain terms and conditions relating to the Included Third Party Software: (a) shall be included in the SOW; and (b) may, with regard to certain Included Third Party Software, be in license agreements directly between the Third Party and Customer. All of Customer’s obligations with regard to the “**Software**” in this Agreement are deemed to include Included Third Party Software. Despite anything to the contrary in this Agreement, Voalte makes no representations and warranties and has no liabilities whatsoever with respect to Included Third Party Software and Additional Third Party Software.
   3. **Additional Third Party Software**. In addition to the Voalte Software and the Included Third Party Software, there may be Third Party Software that Voalte requires, recommends or authorizes be used with the Solutions but that, unlike Included Third Party Software, Voalte does not sublicense to Customer but, rather, that Customer must acquire directly from the Third Party (“**Additional Third Party Software**”). The SOWs will identify any Additional Third Party Software. Customer agrees to comply with all licenses and terms of use associated with the Additional Third Party Software. Customer agrees and acknowledges that Customer’s rights and obligations with regard to the Additional Third Party Software are in agreements between Customer and the applicable Third Party provider of that Third Party Software, that Voalte has no responsibility whatsoever for any Additional Third Party Software and that Additional Third Party Software is not included within the meaning of the terms “**Software**” or “**Voalte Software**” or “**Included Third Party Software**” for any purposes under this Agreement.
2. license to voalte software.
   1. **Software License**. Voalte grants Customer a non-exclusive, non-assignable, non-transferable license, without the right to sublicense, for Customer’s Authorized Users to execute and use the particular Software, in object code only, identified in the SOWs, and specifically in the Quotes, and any Documentation associated with the Software (collectively, the “**Software**”) solely for Customer’s internal purposes and solely in accordance with this Agreement and the Documentation. Regardless of whether access to the Software is via download or disk or cloud-based, the Software is licensed, and not sold, to Customer. As between Voalte and Customer, Voalte retains all Intellectual Property Rights in and to the Software including any modifications, customizations and derivative works, compilations, and collective works of Software and any related know-how and Trade Secrets. Customer may not remove any proprietary marks or legends from any Software or associated Documentation and must replicate those marks and legends on any partial or complete copies it makes. Voalte reserves all rights not expressly granted to Customer and no rights to the Software are granted by implication. Customer must return to Voalte all copies of all Software, including any derivative and Documentation, licensed to Customer under this Agreement within five (5) days of the effective date of termination or expiration of this Agreement. Customer shall have no rights to access or use source code to any Software.
   2. **Authorized Customer Users**. Only Customer’s Authorized Users may have access to Customer’s copies of the Software. As noted in Section 3 below, the Authorized Users for one particular Software program may differ from those for another Software program. Despite anything to the contrary in the SOWs or elsewhere in this Agreement, the following may never be Authorized Users: (a) Customer employees that are not expressly authorized to use the Software by Customer for the sole purposes of exercising Customer’s licensed rights; or (b) Third Parties (for example, consultants, contractors, personnel from other companies) except Approved Third Party Providers.
   3. **Software Restrictions**. In addition to the general Solutions restrictions in Section 2.2 of Exhibit A, Customer may not: (a) give any Person who is not an Authorized User access to or use of the Software; (b) sell, license or distribute the Software to any Third Party; (c) copy, reproduce, modify, adapt, translate or create any derivative works from the Software (except that for backup and recovery purposes, Customer may make one archival copy of any Software provided to Customer via disk or tangible media); (d) disassemble, decompile, reverse engineer, or make any other attempt to discern or obtain the Source Code for the Software; (e) remove, obscure or alter any trademark, copyright or other Intellectual Property Rights notice or marking; (f) take any action that could adversely impact Voalte’s rights in the Software; (g) use the Software to send spam or otherwise duplicative messages or send unsolicited messages in violation of Applicable Law, (h) send or store infringing, obscene, threatening, libelous, or other content that could be harmful to children or violate a Third Party’s privacy rights, or that would involve a violation of Applicable Law; (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (j) interfere with or disrupt the integrity or performance of the Voalte System or the data contained in it, attempt to gain unauthorized access to the Voalte System or Voalte’s networks, create Internet "links" to the Software or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (k) use the Software with any equipment, devices or other software that is not provided by Voalte or otherwise approved by Voalte for use with the Licensed Software; or (l) encourage or permit any Person to take any of the actions prohibited in clauses (a) through (k).
3. NUMBERS/TYPES OF PERMISSIBLE USERS.
   1. **Limitations to Specific Software Programs**. For any Software identified in the SOW that is licensed on a “per concurrent user” basis, for each license, Customer may allow one (1) Authorized User to utilize that license at any one time. For any Software identified that is licensed on a “per server” basis, for each license granted Customer may install a single instance of the Software on one (1) single CPU server regardless of the number of cores that CPU may have. For any Software that is licensed as an “App”, for each license granted Customer may install one (1) copy of the Software per device (provided that Voalte Messenger is licensed on a per server basis); Customer may de-install Apps from one mobile device and install them on another as long as Customer does not at any time exceed Customer’s total number of licenses for Apps.
4. MISCELLANEOUS SOFTWARE PROVISIONS.
   1. **Error Correction**. If during the warranty period specified in Section 9 of Exhibit A, the Voalte Software does not perform or function in a manner that is warranted by Voalte (an “**Error**”), and Voalte is able to reproduce that Error, Voalte will use commercially reasonable efforts to correct the Error such that that Voalte Software performs in accordance with the warranty.
   2. **Software Support**. Subject to Customer’s payment of the applicable Support Fees, described in the SOW and Exhibit F, Customer shall be entitled to support and maintenance services regarding Voalte Software licensed by Customer.
   3. **Payment of License Fees**. Unless otherwise provided in an SOW, license fees for all Software are payable in full prior to Customer’s access to and use of the Software.

**Exhibit D**

**Equipment Terms**

1. **Equipment**. The Solutions involve and/or require Customer’s use of certain Equipment, hardware, devices and peripherals, some of which is provided to Customer directly by Voalte and the remainder of such equipment,, devices and peripherals is to be provided by or acquired by Customer. When used in this Agreement, “**Equipment**” refers to equipment, hardware, devices and peripherals provided by Voalte to Customer whereas “**Customer Provided Equipment**” refers to equipment, hardware, devices and peripherals that Customer is responsible for providing. Voalte has no responsibility or liability for Customer Provided Equipment except as is otherwise expressly set forth in this Agreement or in Voalte Documentation. Voalte supplied Equipment is identified in the SOWs, and specifically in the Quotes and Bills of Material, along with the associated Fees. Certain terms and conditions relating to the Voalte supplied Equipment are included: (a) in the SOWs; (b) other parts of this Agreement; and (c) the Voalte supplied Equipment Manufacturer’s website or documentation.
2. **Sale of Equipment**. During the Agreement Term, Voalte agrees to sell to Customer and Customer agrees to purchase from Voalte the Voalte supplied Equipment pursuant to the terms of this Agreement.
3. **Purchase of Additional Equipment**. If Customer wishes to purchase additional Voalte supplied Equipment from Voalte during the term of this Agreement, the Parties will execute an additional SOW, amend a current SOW or, at Voalte’s discretion, Customer will submit a purchase order to Voalte (in a form and format required by Voalte) (“**Purchase Order**”). If a Purchase Order is used, Voalte will acknowledge receipt of Customer's Purchase Order electronically promptly (but in any event within 24 hours) after receiving it. Once acknowledged by Voalte, a Purchase Order will become a part of this Agreement and a binding obligation on Voalte. Customer will use reasonable commercial efforts to submit Purchase Orders for Equipment sufficiently in advance to reasonably enable Voalte to be in a position to fill the order on the required shipping date. Customer terms and conditions on Customer’s internal Purchase Order shall not modify the terms of this Agreement.
4. **Requirements of Customer Provided Equipment**. Customer acknowledges that the SOWs require that certain Customer Provided Equipment meet certain specifications and other requirements. Customer agrees to ensure that the Customer supplies all Customer Provided Equipment that Customer is required supply under this Agreement and that the Customer Provided Equipment in all instances meets any functional requirements, specifications and performance criteria set out in the SOWs. These obligations and all other obligations of Customer in this Agreement with regard to the Customer Provided Equipment are referred collectively as the “**Customer Provided Equipment Obligations**”. Customer also agrees to adhere to any additional site and environmental requirements of Voalte with respect to the any Equipment.
5. **Shipment**. Voalte will ship Equipment F.O.B. Origin, Freight Collect via ground transportation to the destination specified by Customer, which specification must be provided by Customer to Voalte at least ten (10) days before the shipping date. Title and risk of loss of Equipment will pass to Customer when delivered to a common carrier. Voalte will select the shipping carrier. Customer is responsible for all expedited shipping charges.
6. **Payment of Equipment Fees**. Unless otherwise provided in an SOW, the purchase price and other one-time fees for Equipment are payable by Customer within thirty (30) days of the date of Voalte’s invoice to Customer for the Equipment.
7. **Warranties.** In addition to any express warranties included in this Agreement or the SOWs, certain warranties and associated warranty limitations and disclaimers may be set forth in the Voalte Documentation.

**Exhibit E**

**Professional Services**

1. **Voalte Services**. Pursuant to this Agreement and one or more SOWs, Voalte may provide Customer one or more of the following services (collectively, the “**Professional Services**”): Installation Services, Integration Services, Clinical Services, Training, and possibly additional services identified in the SOWs. This Exhibit E contains certain general terms and conditions with regard to the Professional Services. Details of the Professional Services are covered in the SOWs. In addition, details of the Support Services are covered in Exhibit F.
2. **Performance Commitment**. Voalte agrees to perform the Services described and detailed in the SOWs in accordance with the standards expressly set out in the SOWs. Voalte agrees to perform the Services in a commercially reasonable and professional manner with the objective of meeting in all material respects the service milestones, timeframes, deliverables and performance standards set out in the SOWs. All responsibilities and duties of Voalte relating to the Services are expressly set out in this Agreement and SOWs; there shall be no implied duties or responsibilities.
3. **Customer Duties**. Customer acknowledges that Voalte’s ability to perform the Service in accordance with the standards of Section 2 above is contingent on Customer’s taking certain actions on a timely basis. Accordingly, Customer agrees to take all actions reasonably necessary or desirable to enable Voalte to perform the Services. Certain specific actions that Customer must take, and associated milestones, timeframes, deliverables and performance standards, are set out in the SOWs. As covered in more detail in the SOWs, Customer will be responsible for: (i) providing Voalte with access to all facilities, software, equipment, systems, networks and personnel of Customer and its contractors and services providers as reasonably necessary or desirable for Voalte to perform the Services; and (ii) providing all information regarding Customer’s operating environment, system constraints and other operating parameters as a person with reasonable commercial skills and expertise would find reasonably necessary for Voalte to perform the Services. Voalte will comply with all reasonable confidentiality and security procedures of Customer in connection with access to the foregoing resources. Customer’s duties and responsibilities as set out in this Exhibit and in the SOWs are referred to collectively as the “**Customer Duties**.”
4. **Voalte Personnel**. Voalte shall be responsible for providing the personnel and other resources as necessary to provide the Services. Voalte represents and warrants to Customer that Voalte’s personnel will have sufficient experience and ability to perform the Service related tasks that they are required to perform.
5. **Additional Services**. From time to time, Customer may request that Voalte provide Services in addition to those covered by the then-current SOWs (“**Additional Services**”). In that case, if Voalte is willing to provide the Additional Services, the Parties will take one of the following three steps, as directed by Voalte: (i) the Parties will use a Change Order Process to cover the Additional Services; (ii) the Parties will amend an existing SOW to add the Additional Services; or (iii) the Parties will enter into a new SOW covering the Additional Services. Any services provided by Voalte to Customer that are not documented as required by this Section shall be deemed to be out-of-scope. Voalte makes no representations or warranties and shall have no liabilities for out-of-scope services. If Voalte provides out-of-scope services to Customer, Customer shall pay Voalte for such services on a time and materials basis at Voalte’s then-current hourly rates and material charge processes.
6. **Intellectual Property**. Except as the Parties may expressly otherwise agree in writing in a written amendment to the Agreement, any newly created Intellectual Property Rights resulting from Voalte’s performance of the Services shall belong solely to Voalte. Customer shall take all actions and execute all documents that are reasonably necessary to transfer all such rights to Voalte. Other than the immediate preceding sentence, Section 5 of Exhibit A shall govern Intellectual Property Rights associated with the Services.

**Exhibit F**

**Support Services**

1. **Support Services**. Voalte shall offer a variety of support services to Customer pursuant to the terms and conditions of this Exhibit F and to the provisions relating to all Services in Exhibit F. These services are referred to collectively as the “**Support Services**.” Customer shall pay fees for Support Services (“**Support Fees**”) as specified in the applicable SOW and Customer is entitled to Support Services during the period of time set forth in the applicable SOW covering Support Services (the “**Support Term**”). The initial Support Term shall automatically renew as set forth in the applicable SOW.
2. **Telephone, Email and Online Support**. Subject to Customer’s timely payment in full of all Support Fees, Voalte will provide Customer with Support Services via telephone or on-line 24 hours each day, seven (7) days each week during the Support Term for critical issues. All labor costs associated with the telephonic and online Support Services shall be provided at no additional cost to Customer during the Support Term.
3. **Support Requests**. To initiate a job ticket (i.e. a request for Support Services), Customer should call 1-844-283-7110 or 977-Voalte1 and provide Customer’s name, the End User’s name, call back number and description of the problem. Customer may also initiate a support request by providing the same information on-line at support.Voalte.com or by emailing Voalte’s support desk at support@Voalte.com. Voalte shall use commercially reasonable efforts to acknowledge receipt of Customer’s notice of an issue within thirty (30) minutes of its transmission (telephone or email) by Customer.
4. **On-Site Support**. If Voalte determines that an on-site visit to Customer’s location is necessary to address a support issue, Voalte shall arrange the on-site visit as soon as is reasonably feasible. If, during the on-site visit, Voalte determines the issue was caused by failure of Customer’s equipment, software or environment, or by modifications Customer or Customer’s contractors or service providers have made to its software, equipment or environment, or by failure that was not caused solely by Voalte-provided Software or Equipment, Customer will reimburse Voalte for its reasonable expenses for the on-site visit, including on-site investigation time at Voalte’s then-current hourly rate.
5. **Minor Updates and Major Updates**. During the Support Term, if and when they become available, Voalte shall provide the following during 6am-8pm ET Monday - Friday (upgrades performed outside these hours will incur additional professional services cost):
   1. Bug fixes and/or service packs to Customer for the same version of the Voalte Software (e.g., 3.1.1 to 3.1.2, 3.1.3, 3.1.4, etc.) at no charge;
   2. “Minor Updates” to new versions of the Voalte Software (e.g., 3.1 to 3.2, 3.3, 3.4,) containing optional enhancements and features if requested by Customer (these may include an additional licensing fee); and
   3. "Major Updates" to the next era of the Voalte Software (3.6 to 4.0, etc.) if requested by Customer and for an additional charge for licensing.
   4. Customer understands and agrees that both Minor Updates and Major Updates may require additional training and/or Professional Services to configure the updates and enhancements of Voalte Software with Customer’s existing equipment and/or third-party software. These Professional Services may be purchased from Voalte, if desired. Voalte shall provide Customer with updated Documentation reflecting such updates, enhancements, and equipment requirements.
6. **Correction of Defects**. Voalte shall take all reasonable steps to correct programming defects or errors in the Voalte Software if Voalte, in its sole discretion, recognizes them as having a materially detrimental effect on the performance of the Voalte Software.
7. **Call Recording**. As a part of Support Services Voalte may, from time to time, record calls for diagnostic purposes only. The recording feature on each device can only be turned on manually and Customer shall be responsible for proper management of these devices. Customer gives Voalte permission to record for troubleshooting purposes and Customer shall be responsible to ensure the recording feature is turned off after troubleshooting is completed. Any calls subsequently recorded shall not be the responsibility of Voalte and Voalte shall not be liable for any breach related to these recordings.
8. **Replacement Parts**. The Support Services provide on-going maintenance service including OEM equipment parts for certain Equipment purchased by Customer from Voalte as set forth in an SOW. Support for Equipment not purchased by Customer from Voalte is solely Customer’s responsibility and may be obtainable from the Customer Equipment provider.
9. **Failure to Install Required Updates**. Voalte shall make commercially reasonable efforts to support the previous two (2) Minor Updates to the Voalte Software (e.g., 3.1 to 3.2) for up to twenty-four (24) months from the date the most recent update is released. However, if Customer chooses not to install the latest updates for the Voalte Software or any provided bug fix or correction, Voalte has the right to limit its obligations under this Exhibit F or cease Support Services, in Voalte’s sole and absolute discretion.
10. **Support Services Not Covered**. The Support Services do not include: programming or configuration of Customer’s software; Major Update to new versions of the Software (outside of the product version identified in the SOW); database support; equipment/network support for Customer’s Equipment; and configuration with mobile devices not supplied by Voalte. Additionally, there may be instances where non-Support Services needs to be provided. In absence of an SOW for these instances, Customer will be charged at the then-current hourly Professional Services rate. No non-Support Services will be performed without authorization by Customer. Customer agrees to secure a Purchase Order for these services, if necessary, to secure payment.