

ORDER FORM SUPPLEMENT FOR HEALTHGRADES

These Supplemental Terms are legally binding terms governing Your use of the Healthgrades Premium Profile Service (“HG Service”).

These Supplemental Terms amend the Master Subscription Agreement (“MSA”) and/or the Order Form by which you ordered the HG Service, and form an integral part of that Master Subscription Agreement and/or Order Form (collectively “Agreement”).

If you are accepting these Supplemental Terms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these Supplemental Terms, in which the case “You” and “Your” shall refer to such entity and its Affiliates. If you do not have such authority, or if You do not agree with these Supplemental Terms, You must not accept these Supplemental Terms and may not use the Patient Connect TV Service.

These Supplemental Terms were last updated on September 5, 2017. They are effective between You and Us as of the date You accept them.

The most current version of these Supplemental Terms will be available to you by visiting <http://www.revenuewell.com/legal/resources/HG>.

1 HEALTHGRADES PRODUCTS

RevenueWell offers, through Healthgrades, a proprietary healthcare marketing program that enables You to participate in certain enhanced promotional activities and display certain practice marketing information in certain categories of the healthgrades.com site. RevenueWell and Healthgrades may add, delete, update or upgrade the HG Service at any time.

2 INCORPORATION OF HEALTHGRADES TERMS

Your use of HG Services is subject to additional terms and policies as noted below:

- Healthgrades Physician User Agreement: <https://update.healthgrades.com/user-agreement>

3 PATIENT EXPERIENCE SURVEYS

RevenueWell may help You collect patient experience survey responses (“PES Responses”) to be placed on healthgrades.com as a part of HG Service subject to [Healthgrades’ Limited License and User Agreement](#) and [Healthgrades’ Privacy Policy](#), while you are an active subscriber to the applicable Services.

4 PROVIDER INFORMATION GATHERING

You agree to allow RevenueWell and Healthgrades the ability to apply Web scraping techniques to your preliminary and secondary web-sites containing provider and practice information that will be used to update provider and practice profiles on Healthgrades.com. This is a process of pulling data or collecting information from the World Wide Web sites used by you. These elements are in the common goal for you, RevenueWell, and Healthgrades to display constant quality data to all potential patients through each parties' websites.

5 THIRD PARTY PROVIDERS

RevenueWell utilizes third party providers to provide the HG Service ("RW Providers"). Such third party providers include, but are not limited to, hardware providers, email service providers, SMS service providers, hosting providers and content providers. Customer agrees to the use of third party providers regarding the HG Service.

6 LIMITED WARRANTY AND EXCLUSIVE REMEDY

Notwithstanding anything to the contrary in the Master Subscription Agreement, The HG Service are provided "as is" without warranties of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. RevenueWell does not warrant that the HG Service will meet your specific requirements or that the operation of the HG Service will be error-free. RevenueWell's entire liability, and your exclusive remedy, shall be the replacement of any defective or non-working component of the HG Service or the termination of the License.

7 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Master Subscription Agreement, RevenueWell shall not be liable to you or any other third party for indirect, incidental, special or consequential damages arising out of or relating to the HG Service. In no event shall RevenueWell and RW Providers be liable for any loss of your business, revenues or profits. RevenueWell shall have no liability to you or any third party for HG Service, if those HG Service have been modified by you in any manner.

8 TERMINATION

In addition to the Term & Termination section of the MSA, the following terms apply to termination of the HG Service.

Upon termination of the HG Service (i) any and all HG Service profile enhancements, competitive ad suppression, and marketing on healthgrades.com will cease, (ii) any and all patient-provided content, including PES Responses and open comments, collected during the term of the HG Service will be deactivated.

9 MODIFICATIONS

RevenueWell reserves the right, from time to time to make modifications to these Supplemental Terms, in its sole discretion, without prior notice to you. Continued use of the HG Service following any modification to these Supplemental Terms will indicate your acceptance to the modification.