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## EXTERNAL-FACING SERVICES POLICY

### 1 SCOPE

This External Facing Services Policy (“**Policy**”) applies to the services offered by Revenue Well Systems, LLC or its affiliates (“RevenueWell”) to the extent customer uses such services for advertising, sending electronic messages or for the creation and hosting of, or for posting material on, external-facing websites (the “**External-Facing Services**”).

### 2 CHANGES TO POLICY

RevenueWell may change this Policy by posting an updated version of the Policy at [www.revenuewell.com/legal](http://www.revenuewell.com/legal) and such updates will be effective upon posting; provided however, that any updates to the Policy that impose, on an existing customer, new material obligations or restrictions (applicable to functionality included in customer's External Facing Services subscriptions as of the start date of the customer's then current subscription term) will not apply to such customer until that customer's next Order for External Facing Services. Once a Policy update takes effect for a customer, the customer's use of any External-Facing Services will be subject to the updated policy.

### 3 VIOLATIONS

A customer's violation of this Policy will be considered a material breach of the master subscription agreement and/or other agreement governing the customer's use of the External-Facing Services.

### 4 PROHIBITED MATERIAL

Customers may not use External-Facing Services to display, store, process or transmit, or permit use of External-Facing Services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- b. Obscene, excessively profane material or otherwise objectionable material;
- c. Hate-related or violent material including material advocating discrimination or racial, religious or ethnic intolerance or material advocating or advancing computer hacking or cracking;
- d. Material related to phishing or drug paraphernalia;
- e. Malicious Material;
- f. Unlawful software;
- g. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- h. Material that violates or encourages conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

Customers may not, and may not allow any third-party, including its users, to use an External-Facing Service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
  - (i) sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam law or regulation;
  - (ii) imitating or impersonating RevenueWell, another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
  - (iii) data mining or harvesting any web property (including any External-Facing Service) to find email addresses or other user account information;
  - (iv) sending unauthorized mail via open, third-party servers;
  - (v) sending email to users who have requested to be removed from a mailing list;
  - (vi) selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure; or
  - (vii) sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
- b. Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward multi-level marketing, such as pyramid schemes and the like or engage in any unauthorized commercial purpose;
- e. Engage in phishing;
- f. Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations;
- g. Transmit material that may be harmful to minors;
- h. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- i. Impersonate another person, entity or RevenueWell (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- j. Violate the rights (such as rights of privacy or publicity) of others;
- k. Promote or encourage illegal activity;
- l. Interfere with other users' enjoyment of an External-Facing Service;
- m. Access (including through any interfaces provided with an External-Facing Service), any RevenueWell product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- n. Perform significant load or security testing without first obtaining RevenueWell's written consent;

- o. Remove any copyright, trademark or other proprietary rights notices contained in or on the Service or reformat or frame any portion of the web pages that are part of the Service's administration display;
- p. Use the External Facing Service in any manner that would disparage RevenueWell;
- q. Use the External Facing Service in a manner that violates applicable state and federal laws regulating the conduct of a licensed health care professional.

## 5 PATIENT CONTACT AND REVIEW AUTHORIZATION; THIRD PARTY WEBSITES

As part of the Services, you authorize RevenueWell to contact your clients on your behalf to solicit reviews regarding their experience with you. You represent and warrant that the client names and contact information provided to RevenueWell consists only of those clients that have authorized such contact in accordance with your privacy policies and your HIPAA obligations. You authorize RevenueWell to solicit such reviews directly (first party reviews) and also authorize RevenueWell to provide your clients with information regarding their ability to post a review directly to a third party website (third party reviews). You agree that RevenueWell has no control over third party reviews, and RevenueWell has no control over such third party websites or resources that are provided by companies or persons other than RevenueWell. Such third parties may publish a your client reviews or your business information alongside information provided by other sources, or may make changes, enhancements, additions or deletions to your business information, with or without notice to you. These third party services, if any, are provided solely by the third party websites, and are subject to the terms and conditions of those third party websites. RevenueWell makes no warranty as to the effect that your participation in our Services will have upon search engine results, index placement, search ranking, or any other outcome with respect to third party sites and services. RevenueWell does not endorse, approve, or sponsor any third party sites, or any content, advertising, information, materials, products, services, or other items on or available on or from them, and RevenueWell disclaims all liability in connection therewith.

## 6 U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

Each customer must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the "DMCA") or the European Union Council Directive 2000/31, On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market or other counterparts or their local counterparts, (ii) publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and (iii) comply with that description.

If RevenueWell receives a notice alleging that material on a customer's instance of an External-Facing Service infringes another party's intellectual property, RevenueWell may disable that customer instance of the External-Facing Service or remove allegedly infringing material. If RevenueWell receives more than one such notice for the same customer, RevenueWell reserves the right to immediately terminate such customer's subscriptions to the External-Facing Service as deemed necessary by RevenueWell to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties' rights.