



**License and Services Agreement**  
**Virtual Front Desk Addendum**

**IMPORTANT - PLEASE READ CAREFULLY THE TERMS BELOW**

**This Virtual Front Desk Addendum (“Addendum”)** is entered into between CureMD.com, Inc. (“**CureMD**”), and the Licensee referenced in the Order Form (both Licensee and CureMD may be referred to individually as a “**Party**”, and collectively as the “**Parties**”). By subscribing for access to, and use of, the Services (as defined below), Licensee agrees to be bound by this Addendum.

1. **License and Services Agreement Terms.** Unless otherwise modified in this Addendum, the terms and conditions of the License and Services Agreement available at [www.curemd.com/LSA](http://www.curemd.com/LSA) (including all Exhibits and Attachments thereto) (the “Agreement”) shall govern the rights and obligations between the Licensee and CureMD. Any terms of the Agreement which are not in conflict with provisions of this Addendum shall act to supplement the terms of this Addendum for the provision of the services contemplated herein.
2. **Definitions.** Capitalized terms used but not defined herein shall bear the meaning as prescribed to them in the Agreement or the Business Associate Addendum.

“CureMD Number” shall mean the telephone number(s) utilized by CureMD for the provision of Services.

“Forms” shall mean the Licensee’s documentation and forms to be submitted by CureMD on behalf of the Licensee to patients.

“Licensee Documentation” means all information Forms, documents, policies, procedures, training, whether or not requested by CureMD, necessary for CureMD to perform the Services.

“Services” shall mean the services identified in the Order Form provided by Virtual Agents, which may include: receiving and answering telephone calls, appointment booking and cancellation, insurance data entry and eligibility verification along with benefits verification, co-pay collection, entering/updating patient demographic information, address entry and verification, insurance entry and verification, draft order placement and follow up, referral processing and management, patient engagement, communication, care coordination and transaction processing, obtaining and updating preferred pharmacies, processing refill request, processing consent documents, and patient billing and collection.

“Service Fee” means the fee for subscribing to the Services as set forth in the Order Form.

“Virtual Agents” shall mean the individuals and automated technical services processing the desired Services for the Licensee.

3. **Services.** CureMD may, in its sole discretion, limit, suspend or terminate the Services immediately without notice if the terms of this Addendum or the Agreement are violated.
4. **Timing.** Except as stated otherwise in the Order Form, the timing of the Services shall be 7:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays (the “Business Hours”). Upon Licensee’s request, Virtual Agents may be available beyond regular Business Hours, subject to additional charges.
5. **Licensee Documentation.** Licensee acknowledges that the provision of Services is reliant on the timeliness, accuracy and completeness of the Licensee Documentation and Licensee oversight. CureMD disclaims, and the Licensee accepts, all liability that may arise out of the provision of Services, including liability arising out the inadequacy, incompleteness, inaccuracy or due to any delay in the delivery of Licensee Documentation or Licensee oversight. It is the Licensee’s sole responsibility to independently review or verify accuracy or completeness in the provision of Services
6. **Trainings.** Licensee shall be responsible for providing necessary training to the Virtual Agents regarding the provision of Services specific to the Licensee’s practice at no additional cost to CureMD.



7. **Consent; Contact; Authorization.** Licensee warrants that it has obtained all necessary consents and authorizations from its patients and all other relevant parties for the provision of Services. Licensee understands and agrees that for the provision of Services, CureMD may contact Licensee's patients directly. Licensee hereby authorizes CureMD to take all necessary actions for the provision of the Services.
8. **Equipment.** Licensee shall be solely responsible for its own hardware, environment and equipment for use of the Services.
9. **Telephone Number.** For the provision of Services, calls to CureMD shall be routed to the phone number and email address provided by CureMD. Licensee shall solely be responsible for all costs and efforts involved in routing all in-bound calls to the CureMD Number for the provision of Services and to ensure that all medium or means required to receive communications are fully operational.
10. **Call Forwarding.** The Services may involve the forwarding of calls or messages to phone numbers specified by Licensee ("**Forwarding Telephone Numbers**"). Licensee represents that all Forwarding Telephone Numbers are under Licensee's direct control, and Licensee will not direct CureMD to forward calls or messages to any phone numbers not under Licensee's direct control.
11. **Number Blocking.** CureMD may receive inbound calls from (a) telemarketers or promotional companies, (b) callers who misdialed, or (c) or callers who do not leave messages. CureMD shall take commercially reasonable efforts to facilitate the blocking of such numbers as instructed by Licensee to minimize such calls.
12. **Call Monitor and Recording.** CureMD may record calls to and from CureMD. Licensee shall be responsible for maintaining all necessary consents from its patients for the recording of their calls by CureMD. Call recordings may be maintained by CureMD based on extra charge for as long as the Licensee requires such record keeping.
13. **Service Fees.** Beginning on the date of signature of the Order Form ("Effective Date"), Licensee will pay Service Fees. All set up, monthly or recurring Service Fees shall be invoiced in accordance with Order Form.
14. **Term and Termination.**
  - 14.1. Term. Except as stated otherwise in the Order Form, this Addendum shall be coterminous with the term of the Agreement.
  - 14.2. Termination for Cause. In addition to CureMD's termination rights set forth in the Agreement, CureMD may terminate this Addendum or the Agreement immediately if: (a) Licensee violates any term of this Addendum or the Agreement; (b) Licensee exposes CureMD to civil or criminal liability; or (c) there is any wrongful or unauthorized access to, or use of, the Services by Licensee or any other third party.
  - 14.3. Termination for Convenience. CureMD may terminate this Addendum or Agreement upon thirty (30) day notice to the Licensee.
  - 14.4. Effect of Termination.
    - 14.4.1 Except for a termination for cause in accordance with Section 14.2, upon termination of this Addendum, Licensee may, at its option, continue to use the Services for a period of fifteen (15) days ("Transitional Period") subject to the payment of all applicable Service Fees. Upon expiration of the Transitional Period, Licensee shall, at its own cost and effort, immediately cease all routing of calls to the CureMD Number. Licensee shall solely be responsible for communicating any changes in Licensee's telephone numbers to its patients. Notwithstanding the foregoing, Licensee's use of the Services shall terminate immediately in the event of termination in accordance with Section 14.2.
    - 14.4.2 Subject to Section 14.4.1, upon termination of the Addendum CureMD shall: (i) no longer be obligated to provide any Services to the Licensee; (ii) be under no obligation to refund any subscription charges paid by the Licensee for any selected paid service; (iii) be under no obligation to retain any data or other



information (including without limitation, any messages or call logs) obtained or generated by CureMD in connection with any service. Licensee shall stop advertising the telephone number associated with the Services to its patients, if such telephone number is still routed to CureMD.

15. **Indemnity.** In addition to the Licensee's indemnity obligation set forth in the Agreement, Licensee agrees to indemnify, defend and hold harmless CureMD, and Third Party Service providers from and against any claims, losses, damages (including but not limited to compensatory, consequential, special and punitive damages), demands, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees and costs) in connection with the Licensee's or its employees', officers', directors', agents' and / or contractors': (i) use of the Services, and all information contained therein, in violation of this Addendum; (ii) act, omission (negligent, willful or otherwise) or breach of any term of this Addendum; (iii) any personal injury or death sustained by an individual or any third party, alleged or otherwise; (iv) violation of federal, state or local laws, rules or regulations; and, (v) use of Services not in strict conformance with Documentation, workflows or functionality.
16. **Refusal.** CureMD reserves the right to refuse Services to the Licensee's patients if such patients use abusive, threatening, harmful, obscene or otherwise objectionable language or do not comply with the prevailing policies or procedures of the Services.
17. **HIPAA.** CureMD's handling and use of Protected Health Information shall be governed by the Business Associate Addendum entered between the Parties. Licensee understands that CureMD is not a Covered Entity under HIPAA and, except as stated otherwise in the Business Associate Addendum, Licensee shall solely be responsible for compliance with all obligations imposed on Covered Entities under HIPAA.
18. **Non-solicitation.** Licensee acknowledges that CureMD has made substantial investments in recruiting, training and matching skilled Virtual Agents with each of its clients, and that CureMD has a legitimate interest in earning a reasonable return on those investments.

Accordingly, to the fullest extent permitted under applicable law, the Licensee agrees not to directly or indirectly recruit or hire any employee or agent of CureMD, either as an employee or consultant, or recruit any such person for another company, while such person is employed or retained by CureMD and for a period of twenty four (24) months after the employee leaves the employ of CureMD, or for a period of twenty four (24) months after the termination or expiration of this Agreement, whichever period ends at the latest date.

19. **Miscellaneous.**

- 19.1. **Independent Contractor.** Nothing contained in this Addendum shall be construed or interpreted by the Parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture, or any other relationship between the Parties other than that of independent contractors contracting for the provision and acceptance of Services. Each Party will be responsible for hiring, supervising, and compensating its own employees and for providing benefits to and withholding taxes for such employees. Licensee acknowledges that all Virtual Agents shall be solely CureMD employees and that no employer-employee relationship shall be created between Licensee and the Virtual Agents.
- 19.2. **Entire Agreement.** This Addendum, Agreement and any Order Form along with any exhibits constitutes the complete agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of the Addendum. Any representations, promises or inducements oral or written not embodied in this Addendum or the Agreement, must be in writing and signed as part of a separate addendum to this Addendum.