

TeleHealth Kiosk Agreement

This TeleHealth Kiosk Agreement (the “Agreement”) dated as of June 1, 2018 (the “Effective Date”), is entered into by and between Health Management Corporation, d/b/a LiveHealth Online, a Delaware corporation, with offices located in Seven Hills, Ohio 44131 (hereinafter “LiveHealth Online”) and San Joaquin Valley Insurance Authority (SJVIA) (hereinafter “Client”). Client and LiveHealth Online are each referred to herein as a “Party” and collectively as the “Parties”.

Recitals

LiveHealth Online has entered into an Agreement with American Well Corporation (“American Well”) for the purchase of a Telehealth Kiosk (hereinafter “Kiosk”) and certain related services as described herein; and

The Kiosk provides a physical location to allow a user to connect to a health care professional via LiveHealth Online’s electronic interface utilizing two-way audio and videoconferencing with a webcam, microphone and speaker, utilizing peripheral devices (e.g. dermcam) which stream live audio and video directly to the health care professional, and provides biometric devices (e.g. blood pressure cuff) which allow the user to personally measure and enter vitals before and/or during a visit, as needed. The components of the Kiosk are more fully described in Exhibit A; and

LiveHealth Online and LiveHealth Online’s Affiliate (as defined herein) are providing the Kiosk(s) to give members access to online care to maximize members’ ability to access online care which is a covered benefit of the group; and

Client wishes to place Kiosk(s) in location(s) (the “Locations”), each of which is set forth on Exhibit B.

THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, LiveHealth Online and Client hereby agree as follows:

The Agreement

1. Installation LiveHealth Online will ship or deliver, set-up, install, program, configure and operate, at LiveHealth Online’s or its Affiliate’s sole expense, a Kiosk at each Location set forth in Exhibit B.
2. Term. Subject to the termination provisions set forth in Section 12, this Agreement will commence on the Effective Date and remain in effect so long as the Client maintains a group health plan administered by a LiveHealth Online Affiliate.

3. Definitions

Term / Acronym / Abbreviation	Definition / Description
Affiliate	Any entity controlling or controlled by or under common control with a Party at the time of execution of the Agreement and any time thereafter, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity.
Documentation	The then-current, generally available, written user manuals, hardware specifications, and online help and guides for Kiosk provided by LiveHealth Online.
Error	Any reported malfunction, error or other defect in the Kiosk that can be reproduced by LiveHealth Online or its subcontractors and constitutes a non-conformity from the Documentation.
Kiosk	MedSuite, MedStop Console and/or MedStop Portable model including any peripheral devices designed to be used in conjunction with the MedStop Console and/or the MedStop Portable model.
Level 1 Support	The service provided in response to a known problem with the Kiosk where the resolution can be found in the Documentation.
Level 2/3 Support	The service provided to resolve an Error with no known solution.
MedStop Portable	Kiosk without the walls, but with electronic weight scale, blood pressure monitor, digital thermometer, USB Dermatoscope, USB Otoscope (included in staffed models only), micro-desktop CPU, internal touchscreen monitor, Driver’s license reader, credit card reader, HD webcam, speaker system, microphone, which require the following Client provided elements: wired Ethernet with broadband access, two 110v power outlet and placement within a HIPAA compliant room/location, all as described in the Documentation.
Service	All services provided by LiveHealth Online or its subcontractors and set forth on the first page of this Agreement. The Services provided may include, but are not limited to, installation and/or maintenance of the Kiosk.

4. Kiosk Location and Employee Awareness. LiveHealth Online shall ensure that the Kiosk(s) are customized as agreed between LiveHealth Online and Client, as set forth in Exhibit C. Client retains the right to determine, in its sole discretion, the placement of Kiosk(s) within Locations and any subsequent movement of Kiosk(s) within a Location. In the event Client wishes to move Kiosk(s) to a new location, the cost to do so will be the Client’s responsibility. Client agrees to collaborate with LiveHealth Online to establish a workgroup to develop for Client a formalized plan to make Client’s

employees aware of the availability and features of the Kiosk. Such campaign shall include, but need not be limited to: onsite collateral (e.g. posters, signage, etc.); an employee email campaign. . LiveHealth Online will provide a standard onsite collateral package, as described in Exhibit D below, for each Kiosk deployed.

5. Fees; Expenses. LiveHealth Online or its Affiliate agrees to pay LiveHealth Online \$6,000 (\$3000 x 2 MedStop Portable models) for 2 refurbished Kiosks, which allows for shipping, installation and 2 years of maintenance and support for each kiosk. The fee schedule set forth in Exhibit C shall be waived as these Kiosks are refurbished. The two year maintenance package will be provided as set forth in Exhibit D. Any additional fees will be billed at a time and materials rate of \$200 per hour and will be the sole responsibility of the Client. Payments will be due 30 days from date of invoice.
6. Training. LiveHealth Online will provide training to Client staff on general surface cleaning of the Kiosk(s) and use of the Kiosk(s) ("Training"). Once Training is complete, Client shall be responsible for general surface cleaning and instruction to employees on use of the Kiosk(s).
7. Updates. LiveHealth Online will provide updated documentation to Client as needed.
8. Supplies; Electricity; Internet Connectivity; Installation and Removal. LiveHealth Online shall supply all supplies necessary to install, operate, maintain (and, if necessary, remove) the Kiosk(s). Client shall provide electricity, to include two 110V power outlets, for each Kiosk and shall pay for the cost of such electricity. If any type of new electrical installation is required, Client shall be responsible for the cost for such installation. Client shall provide wired Ethernet CAT6 access to broadband with at least 5Mbps download and 1 Mbps upload speed and shall pay for the cost of such broadband access. LiveHealth Online will comply with any reasonable Client internet policies provided to it.
9. Maintenance. Except for surface cleaning, which is the obligation of Client, LiveHealth Online shall maintain and service the Kiosk(s) according to the schedule outlined in Exhibit E.
10. Support. LiveHealth Online and its subcontractors will provide Level 2 and 3 support and service to resolve an Error or other defect in the Kiosk that can be reproduced by LiveHealth Online or its subcontractors and constitutes a non-conformity from the Documentation otherwise known as the then, current, generally available written user manuals, Kiosk specifications, and online help and guides for the Kiosk provided by LiveHealth Online. All Level 1 support, meaning the service provided in response to a known problem with the Kiosk where the resolution can be found in the Documentation, will be provided by the Client.
11. Location Access. Client shall provide LiveHealth Online and LiveHealth Online subcontractor technicians reasonable access to the Locations during normal business hours. LiveHealth Online and LiveHealth Online subcontractor technicians shall make best efforts not to interfere with Clients' business operations during such access.
12. Termination.
 - a. Without Cause. Either Party may terminate this Agreement at any time for any reason whatsoever by providing thirty business days prior written notice to the other Party.
 - b. For Cause. In the event of a material breach of this Agreement which is not cured within five business days after notice of such breach to the other Party, the non-breaching Party may terminate this Agreement effective immediately.
 - c. In the event this Agreement is terminated, LiveHealth Online will remove the Kiosks from the

current locations at its own expense. Client agrees to coordinate with the respective counties to provide access to the counties' facilities during normal business hours to remove the Kiosks.

13. Kiosk Security. Client, in its sole (and reasonable) discretion, shall locate the Kiosk(s) in reasonable and secure locations and with reasonably good visibility and exposure to foot traffic within the Location(s). Client shall take all commercially reasonable measures to prevent loss or damage to the Kiosk(s) while the Kiosk(s) are located at the Location(s). Client shall not permit its employees to make any modifications or alterations to the Kiosk(s)

14. Usage Statistics. LiveHealth Online will provide Client with usage statistics captured using LiveHealth Online's Kiosk tracking software.

15. Intellectual Property.

- a. All rights, title and interest in and to any intellectual property contained in the Kiosk(s) and any improved, updated, modified, or additional parts thereof, shall at all times remain the property of LiveHealth Online and/or its subcontractors. Client will not, or allow any other party to, duplicate or reverse engineer the Kiosk(s), create derivative works of the Kiosk(s), modify the Kiosk(s) in any way..
- b. LiveHealth Online agrees that all proprietary and intellectual property rights including, without limitation trademark, copyright, patent and trade secret rights to original works of authorship and materials developed by Client in connection with the Kiosk(s), including advertising and displayed materials, belong to Client except as expressly provided in this Agreement or otherwise agreed to in writing by the parties.
- c. Title and all risk of loss of the Kiosk(s) will transfer to Client upon delivery of the Kiosk(s).
- d. LiveHealth Online hereby represents and warrants at the time of execution this Agreement:
 - i. That it has and will have all rights, title, licenses, permissions and approvals necessary to perform its obligations under this Agreement and to grant Client the rights granted in this Agreement; and
 - ii. That the Kiosk(s), software, peripheral devices, hardware, ad materials (collectively the "Materials") and their use by Client do not infringe, violate or in any manner contravene or breach any patent, trademark, copyright, license or other proprietary or intellectual property right or constitute the unauthorized use or misappropriation of a trade secret of any third party.

16. IP Indemnification: LiveHealth Online will indemnify, defend and hold harmless Client from and against any third party claims and damages based upon any allegation that any portion of the Materials as licensed and delivered by LiveHealth Online, or use thereof by Client as authorized by this Agreement, infringes any third party's intellectual property rights. Client shall:

- a. promptly notify LiveHealth Online after Client learns of any such suit or claim; provided, however, that LiveHealth Online's obligation to defend and indemnify Client shall not be relieved so long as no delay by Client in providing that notice materially prejudices the rights of LiveHealth Online;
- b. give LiveHealth Online authority to defend or settle the suit or claim (provided that LiveHealth Online does not utilize any defense strategy or agree to any settlement that materially prejudices

Client);

- c. give LiveHealth Online all reasonably available non-privileged information reasonably requested by LiveHealth Online concerning the suit or claim;
- d. not make any admissions that prejudice or might prejudice the defense, except as may be elicited during lawful judicial process; and
- e. use the Materials in compliance with this Agreement, comply with this Section 14 and reasonably cooperate with LiveHealth Online in the defense (LiveHealth Online will reimburse Client's reasonable out-of-pocket costs of that requested cooperation).

Client may also retain legal counsel to participate in the defense of a claim under this Section 16. LiveHealth Online will reimburse Client for the reasonable fees and expenses of Client's legal counsel only if LiveHealth Online fails to continue to retain legal counsel as required by Section 16.

If the Materials are held or are reasonably believed by LiveHealth Online to infringe under this Section 16, LiveHealth Online may at its expense, to the extent commercially reasonable and in its sole discretion, (a) modify or replace the applicable Materials to be non-infringing and with similar functionality, (b) obtain permission for Client to continue using the Materials under this Agreement, or (c) terminate this Agreement.

- 17. General Indemnification by LiveHealth Online: LiveHealth Online shall indemnify, defend, and hold Client and the property of Client free and harmless from any and all liabilities, claims, losses, damages, fines, penalties, and expenses, including, without limitation, attorneys' fees and costs, arising from any negligent, gross negligence, intentional or wilful misconduct of LiveHealth Online, its employees, representatives or agents, in the performance of this Agreement, except to the extent arising as a result of Client's gross negligence, or intentional or willful acts.
- 18. General Indemnification by Client: Client shall indemnify, defend by counsel reasonably satisfactory to LiveHealth Online and hold LiveHealth Online and the property of LiveHealth Online free and harmless from any and all third party liabilities, claims, losses, damages, fines, penalties, and expenses, including, without limitation, attorneys' fees and costs, arising from any negligent or grossly negligent act or omission or willful misconduct of Client, its employees, representatives or agents, related to use of the Kiosk by Client and its members.
- 19. Confidentiality. For purposes of this provision, each party will be referred to as a "Discloser" where it discloses its Confidential Information and as a "Recipient" where it receives the other party's Confidential Information. Recipient agrees to keep confidential all confidential and/or proprietary information concerning Discloser that is furnished by Discloser to Recipient in connection with this Agreement, including, but not limited to, , any information regarding Discloser's products, projects, business, plans, programs, plants, processes, equipment, costs, Clients and operations and any other information, which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary (collectively, "Confidential Information"). Without Discloser's prior written consent, Recipient will not disclose nor will it permit its representatives to disclose any Confidential Information to any persons other than who have a need to know such information in connection with performing its obligations under this Agreement. The obligations of Recipient to keep confidential any Confidential Information shall continue beyond the termination of this Agreement until such Confidential Information comes into the public domain through no omission or unauthorized act of the Recipient. Confidential Information shall not include information that (a) becomes publicly available other than as a result of a breach of this Agreement by Recipient or its representatives; (b) is furnished or made

known to Recipient by third parties (other than those acting on behalf of Discloser) reasonably is understood to have the right to disclose such information without restriction on disclosure or use; (c) is legitimately in Recipient's possession prior to disclosure by Discloser, (d) was developed by Recipient without reference to the Confidential Information, or (e) is required to be disclosed by law pursuant to the Ralph M. Brown Act. If Recipient is requested or becomes legally compelled to disclose any Confidential Information, Recipient shall provide Discloser with prompt written notice of the request or requirement so that Discloser may seek a protective order or other appropriate remedy. If such order or other remedy is not obtained, Recipient agrees to furnish only that portion of the Confidential Information as it is advised by counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information. The parties acknowledge that the breach of this Section 19 by one party may give rise to irreparable injury to the other party which is not adequately compensable in damages or at law. Accordingly, the parties agree that injunctive relief may be an appropriate remedy to prevent violation of either party's respective rights or obligations under this section.

20. Insurance. The SJVIA will obtain proof of insurance from each county where the kiosks will be housed during the entire term of this Agreement. The insurance shall be with insurers with an A.M. Best rating of A- or better and shall include the following minimum insurance coverage or its equivalent under the respective counties' self-insured programs:

- a. Employer Liability with minimum limits of one million dollars (\$1 million);
- b. Workers' Compensation as required by law;
- c. Commercial General Liability, to include bodily injury and property damage liability, coverage of one million dollars (\$1 million) per occurrence and two million dollars (\$2 million) in the aggregate;

Upon the request of a Party, the other Party shall provide certificates of insurance indicating the coverage required. The certificate shall (i) show the name and address of the insurer; (ii) show the policy number and date(s) of coverage for each policy; (iii) include the name, address, telephone number, and signature of the authorized person providing the Certificate of Insurance; (iv) verify the insurance coverage required in this Section 20.

21. LiveHealth Online Warranty and Disclaimer.

- a. Kiosk Warranty. LiveHealth Online warrants to Client that Kiosk, under normal usage and with regular recommended service, commencing upon installation (which shall not be more than 90 days after delivery to Client) and continuing for 1 year thereafter (the "**Warranty Period**") shall be free from material defects in materials and workmanship, and perform substantially in accordance with the Documentation. Client shall notify LiveHealth Online within 10 business days of its knowledge of any non-conformity. LiveHealth Online's entire liability and Client's exclusive remedies under the warranty described in this Section shall be for LiveHealth Online, at its option, to use reasonable efforts to remedy such defects or performance failure within a reasonable period of time and replace the affected Kiosk upon return of the specific Kiosk to LiveHealth Online by Client.
- b. Limitations of Warranty. The foregoing warranties do not apply if (1) repair or replacement is required as a result of causes other than normal use, including, without limitation, repair, maintenance or modification of the Kiosk by persons other than LiveHealth Online-authorized personnel; Client's accident, fault or negligence; operator error; location of placement and use of

the Kiosk other than as set forth in the Documentation; or causes external to the Kiosk such as, but not limited to, failure of electrical power or fire or water damage; or (2) problems relating to or residing in (i) third party items or services with which the Kiosk is used, but excluding third-party items provided by LiveHealth Online; or (ii) installation not in accordance with LiveHealth Online's instructions or the applicable Documentation, unless done by LiveHealth Online.

- c. Services Warranty. LiveHealth Online shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Client must notify LiveHealth Online of any failure to so perform within ten (10) business days after the performance of the Services. LiveHealth Online's entire liability, and Client's sole remedy, for LiveHealth Online's failure to so perform shall be for LiveHealth Online to use reasonable efforts to correct such failure.
- d. Warranty Disclaimers. Except as expressly stated in the herein, LiveHealth Online (including its suppliers) provides Kiosk and Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. CLIENT ACKNOWLEDGES THAT THE KIOSK IS NOT SOUNDPROOF AND LIVEHEALTH ONLINE DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH PLACEMENT OR LOCATION CHOSEN BY CLIENT OF THE KIOSK OR EMPLOYER MODIFICATION TO THE KIOSK.

22. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 16 TO 18 , EACH PARTY'S LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, TEN THOUSAND DOLLARS (\$10,000.00), WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE. IN NO EVENT WILL EITHER PARTY, ITS OR THEIR SUBSIDIARIES OR AFFILIATES, OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THE CONSIDERATION PROVIDED BY THE OTHER PARTY IN EXCHANGE FOR ITS ENTRY INTO THIS AGREEMENT.

23. Compliance with Laws and Policies.

- a. LiveHealth Online agrees that it is responsible for securing and maintaining all required licenses, permits and certificates applicable to its activities and obligations and shall comply with any and all federal, state and local laws, regulations and ordinances as they relate to the terms of this Agreement.

- b. LiveHealth Online agrees that it is responsible for complying with applicable state medical and regulatory laws. LiveHealth Online agrees that it has not relied on Client or its employees to make any determinations regarding the legality of operating the Kiosk(s).
 - c. LiveHealth Online shall reasonably cooperate with any request by Client for information needed to assist Client in its compliance obligations.
 - d. Client is responsible for placement and housing of the Kiosk(s) unit in a HIPAA compliant room/location.
24. Notice. To the extent notice is required or the parties are required to respond via written communication (collectively, “Notice”), such Notice shall be sent: (a) by certified mail, postage prepaid, return receipt requested, with such notice deemed to have been given upon posting in the United States Mail; or (b) by national delivery service guaranteeing overnight delivery, with such notice deemed to have been given upon the next business day; or (c) by facsimile transmission, provided a confirmation copy is sent via one of the other methods provided herein to the addresses provided below, with such notice deemed to have been given upon receipt of the facsimile transmission.

If to LiveHealth Online: LiveHealth Online
6000 Lombardo Center, Suite 200
Seven Hills, OH 44131
Attention: John Jesser, VP & GM
Phone No.: (216) 573-4565
Email: John.Jesser@LiveHealthOnline.com
Copy email to: Aaron.Graham@LiveHealthOnline.com

If to Client: San Joaquin Valley Insurance Authority
2220 Tulare Street
Fresno, CA 93721

25. Independent Contractor: In entering into and complying with this Agreement, LiveHealth Online is at all times performing as an independent contractor. Nothing in this Agreement shall constitute or be construed as the creation of an agency, employment, partnership or joint venture between LiveHealth Online and Client.
26. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
27. Miscellaneous: This document, including Exhibits, constitutes the entire written expression of all terms of the parties’ Agreement, and supersedes all proposals, oral and written, and all other communications between the parties, in relation to the subject matter of this Agreement. No amendment of this Agreement, including any Exhibits hereto, shall be effective unless reduced to writing signed by both parties. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. The rights and obligations of either party may not be assigned or transferred without the prior, express, written consent of the other party; provided, however, that Client may assign this Agreement to a third party when such third party transfers or acquires all or substantially all of Client’ assets through merger, acquisition or other business combination. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may

also be signed and transmitted by facsimile, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document will be re-executed in original form by the parties who signed the facsimile document. The failure of any party, in any instance, to insist on strict compliance of any of the terms of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such terms, conditions, rights or privileges but the same shall continue to remain in full force and effect.

IN WITNESS WHEREOF, LiveHealth Online and Client have executed this Agreement to be effective as of the date first above written.

Health Management Corporation,

San Joaquin Valley Insurance Authority

d/b/a LiveHealth Online



By: John F. Jesser

By: _____

Title: President, LiveHealth Online

Title: _____

Date 5/18/18

Date: _____

Exhibit A

Specifications of the Kiosk:

Item	MedStop Portable Model
Branding	External panel; User experience features (logo, videos)
Privacy Features	Telephone handset
Sanitation Features	Hand sanitizer; Anti-microbial/disinfectant surface wipes
Biometric Devices	Electronic Weight Scale; Blood Pressure Monitor; Thermometer
Examination Devices	USB Dermatoscope; USB Otoscope (included in Staffed models only);
Hardware and Other Devices	Micro-desktop CPU; Touchscreen monitor; Driver's license reader; Credit card reader
Videoconferencing Tools	High-definition webcam; Full stereo speaker system; Microphone
Instructions	Embedded instructions, videos
Software and Operating System	Windows 8 / Internet Explorer 10; SiteKiosk 8; Online Care web-based platform (version 7.1 or higher)
End User/Client Requirements	Wired ethernet with broadband access; Two 110V power outlets HIPAA compliant room/location

Exhibit B

Locations

Count	Shipping and Installation Address
1	County of Fresno, 2220 Tulare St Fresno, CA 93721
2	County of Tulare, 2500 W Burrel Ave, Visalia, CA 93291

Exhibit C

Fee Schedule

Cost Item	Cost Per MedStop Portable
MedStop Portable Bundle	\$6,000.00
Shipping includes Domestic, Standard Ground; Includes packaging and handling. (Does not include inside delivery, lift gate, or expedited services).	Included in bundled price above
Installation (USA Based) includes LiveHealth Online and its subcontractor technicians to unpack and install Kiosk (power and data must be prepared prior to install by Client). Includes power and test all electronic components, removal of packaging/debris.	Included in bundled price above
Standard Maintenance and Support is provided for the first 3 years of the contract and then renewed annually thereafter. See exhibit E for details.	Included in bundled price above.
Onsite maintenance and repair available, if needed or requested	See details in exhibit E
Storage Fee is incurred when LiveHealth Online does not ship an order or part of an order to Employer based on Employer's request, a storage fee will be assessed starting 30 days after the product is crated and ready for shipment. In such event, LiveHealth Online will pass through to Client the storage fee charged by its suppliers.	\$100.00 per month

- Lead time to deliver and install these particular Kiosks is 4 to 6 weeks from receipt of an executed Agreement by LiveHealth Online.

In the event Client is required to pay for services, Client shall pay the price stated on the invoice and also pay or reimburse LiveHealth Online for all related taxes or withholdings. If Client is required to withhold taxes, then Client will forward any withholding receipts to LiveHealth Online. All amounts are due in US currency and in full thirty (30) days after the date of LiveHealth Online's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

Exhibit D

Maintenance Schedule

LiveHealth Online and its subcontractors shall be responsible for providing Level 2/3 maintenance and support services for Kiosk commencing upon shipment of the Kiosk. Any support required by Client related to the software utilized by the Kiosk shall be provided pursuant to the Agreement. Kiosk support consists of the following:

The following is a summary of Kiosk maintenance and support services, fees and terms for the MedStop Portable model. The annual maintenance and support packages as described below are included in the cost of a Kiosk bundle and are provided for the first 2 years of the contract, renewed annually thereafter.

Maintenance and Support Packages

Annual MedStop Portable Maintenance and Support Includes:

- 24/7 remote monitoring of Kiosk, including all PC components and attached devices
- Antivirus and O/S patch management
- Remote login functionality to diagnose and fix problems
- Monthly remote health checks to test Kiosk and ensure it is working properly (includes remotely reviewing Kiosk up to once per month to ensure screens are functioning properly, home page is up, the Surface video is looping, the PC is performing, devices are attached, etc.)
- Maintenance of spare device and component inventory with Client-specific configurations
- Up to 8 hours of phone and email support

Additional Services

- Onsite maintenance visit by a service specialist to inspect Kiosk, components and devices; adjust or repair any deficiencies; and clean surfaces and filters. Includes travel and up to 8 hours of onsite support and labor per visit:

Cost: \$1400.00 (MedStop Portable).

If additional hours are required to repair the kiosk(s), an hourly rate of \$200.00 will apply, plus any additional travel expenses incurred. Does not include replacement parts. Any replacement parts needed to repair the kiosk(s) will be billed separately.

- Additional phone and email support only if on annual maintenance and support: \$125/hour.

Support Hours

LiveHealth Online and its subcontractors shall provide Level 2/3 Support to Employer Group 9am to 5pm Eastern Standard Time, Monday through Friday (except for any LiveHealth Online-designated company holidays, a schedule of which shall be provided upon request).

Response Time

LiveHealth Online and its subcontractors will use reasonable commercial efforts to provide appropriate technical advice and assistance in response to support calls requiring Level 2/3 Support, within (i) one (1) business day of receiving notification of the Error and all reasonably requested documentation from Client for all Errors which do not require onsite support; and (ii) three (3) business days of receiving notification of the Error and all reasonably requested documentation from Client for all issues which do require onsite support. In order to receive onsite support, Client must pay an additional fee as described in the “Additional Services” language discussed above. If required under applicable labor union rules or otherwise, Client may be required to pay certain minimum fees in urban or remote geographies regardless of the hours worked.

Client Obligations

Client shall use good-faith, reasonable efforts to isolate and document Errors to enable LiveHealth Online to fulfill its Maintenance and Support Services obligations. Once a service request has been initiated, Client will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Kiosk, description of the Error, configuration of Kiosk and communication interfaces, any error messages, and any requested support files. Client must provide experienced IT professionals and Client service representatives with training regarding Kiosk to collaborate with LiveHealth Online on fixing Errors.

Exclusions

Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Kiosk in a manner not in accordance with the Documentation; (ii) any integration, modification, or repair of the Kiosk made by any person other than LiveHealth Online; (iii) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Kiosk specifications, or failure of air conditioning or humidity control; and (iv) accident, misuse, or neglect or causes not attributable to normal wear and tear.

Terms

- The term of initial maintenance and support will be 2 years. Upon the 3rd anniversary of the effective date, one (1) year renewals will need to be mutually agreed upon by the Parties through an amendment to this agreement.

If Client decides not to renew, subsequent phone, email and onsite maintenance and support will be delivered at \$200/hour plus any parts and related travel expenses