



*my*  
**JUNNA**  
SOFTWARE

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(614) 707-9273

## **Master License and Service Agreement**

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Version 1.6  
March 25, 2020

## MASTER SERVICE AND LICENSE AGREEMENT

1. Definitions. The following definitions shall apply to this Agreement and all related documents related to this Agreement.
  - a. Agreement: The term “Agreement” shall include this Agreement and all related documents related to the Client’s use of the Application, and shall include, but not be limited to, the Statement of Work (“SOW”), Privacy Policy, and any other governing document, all of which shall be deemed to be incorporated herein by reference. This Agreement shall also include any written amendment that is signed by both parties.
  - b. Application: The “Application” shall mean all My Junna software applications, which is a cloud-based healthcare management system licensed exclusively by Junna, and which may be amended from time to time solely by Junna, together with all services provided through the Application. The Application shall include all content of the website, source code, databases, functionality, software, website designs, audio, video, texts, photographs and graphics on any website or portal hosted by Junna, including the trademarks, service marks, and logos contained therein, and shall include all product created by Junna for Client’s use, including, but not limited to forms, esignature platforms and documents, templates, and databases.
  - c. Authorized User: An “Authorized User” means Client, Client’s directors, officers, contractors and employees who use the Application according to the terms and conditions of this Agreement. Each Client may only have as many Authorized Users as the number of Licensed User Fees that such Client has paid.
  - d. Enrolled Patient: An “Enrolled Patient” means a Client’s patient, such patient’s family, healthcare providers and other third parties authorized by Client to use the Application for such Enrolled Patient’s benefit. An Enrolled Patient is not a party to this Agreement and may use this Application solely under the management of an Authorized User.
  - e. Party, Parties: Either Junna or Client may individually be referred to herein as a “Party” or collectively as the “Parties.”
  - f. Product and Services: The Application includes such product features and services as listed in the SOW, which may be amended from time to time.
  - g. Term: The Term of this Agreement shall be as stated in Section 8, which may be extended for successive renewal terms. The initial Term together with any renewal term shall constitute the “Term” of this Agreement.
  
2. Grant of License. Junna grants Client a revocable, non-exclusive, non-transferrable, limited right to access and use the Application in accordance with the terms and conditions of this Agreement.

3. Service Agreement, Exclusive Right to Service. Client agrees that Junna shall have the exclusive right to provide service to Client for set-up, training and ongoing maintenance and service of the Application, subject to the fees and expenses charged by Junna for such services. Notwithstanding the foregoing, Junna may consent to a Client's use of a third-party service provider, which consent shall be in writing and signed by an officer of Junna.

Junna shall provide the services as described on the SOW, subject to the fee schedule contained in the SOW.

4. Restrictions on Use, Prohibited Activities. Client agrees that it shall not do any of the following:
  - a. Distribute the Application or any of the content of the Application to any person or entity who is not an Authorized User;
  - b. Reverse engineer, disassemble, decipher, attempt to derive the source code of or decrypt the Application;
  - c. Make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application;
  - d. Violate any applicable laws, rules or regulations in connection with use of the Application
  - e. Remove, alter or obscure any proprietary notice, copyright or trademark of Junna or its affiliates, partners, suppliers or the licensors of the Application
  - f. Use the Application for any revenue generating endeavor, commercial enterprise or other purpose for which the Application is not designed nor intended;
  - g. Install, use or permit the Application to exist in any copied format, or modify the Application, or make the Application available over a network or other environment (including sharing of log-in access credentials) permitting access or use by more users than the number of License User Fees Client has paid;
  - h. Interfere with, disrupt, or create an undue burden on the Application or the networks connected to the Application;
  - i. Attempt to bypass any measures of the Application that are designed to prevent or restrict access to the Application or any portion of it;
  - j. Circumvent, disable or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use of copying content;
  - k. Impersonate or attempt to impersonate another Client, user, or username;
  - l. Engage in the automated use or mining of data from the Application;
  - m. Upload or attempt to upload any virus, bug, cookies, spyware, or spam to the Application;
  - n. Disparage, defame or slander Junna or the Application;
  - o. Use the Application to create a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Junna at any time; or

- p. Use any proprietary information of Junna or the Application in the design, development, manufacturing, licensing or distribution of any other application, accessory, product or device for use with this Application.
5. Intellectual Property Rights. The Application, together with all content of it, is proprietary information and belongs solely to Junna. Client acknowledges and agrees that it does not own or have any right to the intellectual property rights, including trademark, copyright, patent or other rights, to the Application, except for the limited license granted to Client herein, and Client agrees not to use any such proprietary information and intellectual property for Client's own use. Client acknowledges and agrees that all data, code, information, about the Application or that Client may acquire about Junna, its owners, officers, employees, agents is information belonging to Junna and confidential to Junna.

Client acknowledges and agrees that Junna owns and holds all rights to its base Application, together with any modifications, add-ons, and customization that Junna provides.

6. User Participation, Contributions and Third-Party Application Integration.
- a. Enrolled Patients and Third Party Access. Client may provide access to the Application to Enrolled Patients, as defined herein, and to other third parties, such as contractors, who are necessary for the operation of Client's business (collectively, "Third Party"). Client provides such Third Party access at Client's sole risk. Junna does not contract with any Third Party and cannot control the conduct or govern the terms of any relationship with a Third Party. Client agrees to maintain its own agreements with Third Parties and to conduct reasonable security measures to ensure the proper use of the Application by Third Parties, according to the requirements set forth in this Agreement. Client agrees to terminate access of any Third Party who uses the Application in any manner that would be a violation of the terms of this Agreement and to immediately notify Junna of any Third Party breach affecting the Application. Further, Client shall be solely responsible for maintaining compliance with federal and state law regarding protected healthcare information and other confidential information by and between Client's Third Parties.
  - b. User Contributions. The Application may invite Client and its Enrolled Patients to chat, contribute to or participate in the Application, including but not limited to importing data, participation in blogs, message boards, and online forums in the form of text, writings, video, audio, photographs, graphics, and other data including polling and feedback information (Collectively, "Contributions"). Contributions may be viewed by other users of the Application and through third-party websites. Except as prohibited by federal or state law, including HIPAA, Contributions are nonconfidential and nonproprietary to Client and become a part of the Application for Junna's full use. Junna may screen and limit any contributions as deemed appropriate by Junna. Client represents and warrants that:

- i. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
  - ii. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use;
  - iii. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the site and these Terms of Use;
  - iv. Your contributions are not false, inaccurate or misleading;
  - v. Your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
  - vi. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
  - vii. Your Contributions do not advocate the violent overthrow of any government or incite, encourage or threaten physical harm against another;
  - viii. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
  - ix. Your Contributions do not violate any applicable law, regulation or rule;
  - x. Your Contributions do not violate the confidentiality, privacy or publicity rights of any third party;
  - xi. Your Contributions do not contain any confidential third party payment information, such as credit card or bank routing information;
  - xii. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits any person in a sexual or violent manner;
  - xiii. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap.
  - xiv. Your Contributions do not otherwise violate, or link to material that violate any provision of these Terms of Use any applicable law or regulation.
- c. *Third Party Application Integration*. The Application is designed to allow for certain third party application integration with other software platforms, such as Quickbooks, for any purpose, including but not limited to importing and extracting data. However, Junna in no way warrants or agrees to service the use of third party application integration. Client acknowledges and agrees that any integration of the Application with a different application is at Client's risk, and Junna in no way warrants the

Application as integrated with any third party application. Further, Client warrants that it will not allow for any third party application to interfere with the proper function of the Junna Application.

7. User Representations. Client represents and warrants that it:
  - a. Is authorized and has legal capacity to enter into this Agreement, whether individually or on behalf of an entity;
  - b. If an entity, is in good standing with all government and tax authority;
  - c. Has reviewed the terms of this Agreement, together with all related documents, and has had the opportunity to engage counsel for advice prior to signing this Agreement;
  - d. Has directed and will continue to direct and implement policies to ensure use by employees and other Authorized Users who access the Application through Client that is compliant with this Agreement;
  - e. If applicable, has a HIPAA compliance policy, carries HIPAA compliance liability insurance, and maintains compliance with HIPAA and any other applicable federal or state law or regulation regarding protected healthcare information;
  - f. Monitors and will continue to monitor Enrolled Patients and Third Parties to ensure proper use of the Application in accordance with this Agreement;
  - g. Is in compliance with and will continue to comply with the User Contributions section of this Agreement.
  
8. Term and Termination.
  - a. Term. The Term of this Agreement shall commence on the effective date for one month and shall continue month to month thereafter. The initial Term, together with any successive renewal Terms, shall be referred to as the "Term." Client charges shall be incurred for the entire Term, as set forth in the SOW, regardless of whether Client uses the application for the entire Term.
  - b. Termination. This Agreement may be terminated by Client by delivering written notice to Junna at least 30 days prior to the end of a Term, for any reason. This Agreement may be terminated immediately by Junna at any time by written notice delivered to Client. Upon termination, all access by Client, all of Client's Authorized Users and Enrolled Patients will be terminated immediately.
  
9. Payment.
  - a. Statement of Work:
    - i. The Set-up and Service Fee (as set forth in the SOW) shall be due upon the effective date of this Agreement.
    - ii. The License User Fee and Storage Fee (as set forth in the SOW) shall be due by the beginning of each month.
    - iii. Hourly Services: Any work performed as an hourly service (as set forth in the SOW) shall be due by the beginning of each month.
  - b. Form of Payment:

- i. Junna accepts Visa, Mastercard, American Express, Discover and Business Checks
    - ii. Client authorizes Junna to charge the credit card placed on file with Junna for all charges, to be charged by Junna at the time of invoice. Client acknowledges that this is a subscription and that monthly recurring charges will be charged to Client. Client agrees to provide complete and accurate account and contact information to ensure a current payment method is on file with Junna at all times.
  - c. Schedule of Fees. The schedule of fees in the SOW is subject to change by Junna upon notice to the Client. Any estimate provided to a Client is for informational purposes only, and Client agrees to pay for the actual services provided by Junna at the applicable rates as published in its SOW. Client agrees to pay the fees, as set forth in the schedule, on a recurring basis for each entire Term. All fees stated on the SOW are stated in U.S. dollars.
  - d. Late Fees and Interest. Client agrees to all late fees and interest charges to be charged to Client as applicable in the SOW.
  - e. Sales Tax. All payments are subject to sales tax.
  - f. Sales Final. All sales are final and are not subject to refund.
10. Limitation of Liability. Under no circumstances shall Junna or its directors, officers, employees, contractors, agents, attorneys, affiliates, partners, suppliers, or licensors (collectively, "Junna") be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with a Client's access or use of or inability to use or access the Application and any third party content and services, whether or not the damages were foreseeable and whether or not Junna was advised of the possibility of such damages. Further, Junna shall not be liable for any breach related to Client's obligations under HIPAA with respect to protected healthcare information.
11. Disclaimer of Warranties. Client acknowledges and agrees that the Application is provided on an "as is" and "as available" basis, and that Client's use of or reliance upon the Application and any third party content and services accessed thereby is at Client's sole risk and discretion. Junna hereby disclaims any and all representations, warranties and guaranties regarding the Application and third party content and service, whether express, implied or statutory, and including without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Furthermore, Junna makes no warranty that the Application will meet Client's requirements; that the Application will be uninterrupted, accurate, reliable, timely, secure or error-free; the quality of any products, services, information or other material accessed or obtained by you through the Application will meet your expectations; or any errors in the Application will be corrected to your satisfaction.
12. Injunctive Relief. Client acknowledges and agrees that the protection of the Application is for the protection of Junna's core business, and that Client's misuse of the Application or breach of this Agreement would result in irreparable harm to Junna. In addition to all other damages

and relief allowable by law and equity, Client agrees that, in the event of a breach of this Agreement, Junna will have the right to seek injunctive relief without notice to Client, with Client's signature hereto evidences of Client's consent to such injunctive relief. A finding of injunctive relief will in not way limit Junna's right to recover damages, costs and attorneys' fees.

13. Privacy Policy. Please review our Privacy Policy, which may be amended from time to time and provided to all Clients on the Application. By using the Application, you agree to be bound by the Privacy Policy. All data is deemed to be transferred in and to the U.S.
14. Indemnification. You agree to defend, indemnify, and hold Junna harmless from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Application or your breach of any term of this Agreement, including the representations and warranties set forth herein.
15. Confidentiality. In connection with this Agreement, Client may receive certain information concerning Junna and its business, which information is confidential, is proprietary and not in the public domain and constitutes trade secrets as such term is used under Ohio Law ("Confidential Information") Confidential information includes, without limitation, the names of Clients, pricing information, financial data, methods of doing business, as well as any other information provided by Junna designated as confidential. Client agrees not to disclose to any third party any of the Confidential Information.
16. Non-Solicitation. Client agrees that it shall not solicit any of the other clients of Junna for a Client's own services. Client further agrees that it shall not solicit any of Junna's employees or contractors to provide services for the Client that are otherwise provided through Junna.
17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
18. Counterparts, electronic signature. This Agreement may be signed in as many counterpart signatures as necessary. The Parties may sign this Agreement and any modification thereto by electronic signature.
19. Amendments. Except for modifications by Junna as authorized herein, no modification, amendment, addition to, or termination of this Agreement shall be valid or enforceable unless in writing and signed by the Parties.
20. Governing Law. This Agreement and all disputes or questions arising under this Agreement shall be interpreted and decided in accordance with the laws of the State of Ohio.



21. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing, addressed to the other Party at its address set forth above, and delivered via United States certified mail, return receipt requested, and also by electronic mail. Delivery of notice shall be complete upon receipt by the recipient.
22. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
23. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in full force and effect
24. Cumulative Remedies; Waiver. Any specific right or remedy set forth in this Agreement is not exclusive but is cumulative upon all other remedies available to the aggrieved Party under this Agreement or by law. The failure of a Party to enforce any of the provisions of this Agreement or to seek a remedy shall not constitute a waiver of any of its rights under this Agreement, nor a waiver or election of remedies.
25. Mediation. The Parties acknowledge and agree, prior to the filing of a lawsuit, to attempt to mediate any disputes with the other Party, including issues related to the interpretation of this Agreement and any liability arising hereunder.