

These Terms of Service (“Terms”) by Ascension Psychiatric Services, LLC (“Ascension PS,” “we,” or “us”), apply to your use of the Ascensionpsych.com website, and any subdomains (the (“Site”) and any related applications, online services and mobile applications provided by Ascension PS (collectively, the “Services”). These Terms together with our Privacy Policy (collectively, this “Agreement”) govern your use of the Services.

The Agreement applies to any registered or a non-registered patient or other non-Provider user of the Services (“User”), including a doctor, therapist, other healthcare specialist, professional or provider, or other professional using the Services in connection with a healthcare-related practice or other organization (“Provider”).

PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY, AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY ACCESSING AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

PLEASE SEE SECTIONS 9 AND 10 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR WEBSITES, SERVICES, TERMS OF SERVICE OUR PRIVACY POLICY.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH MAY, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST ASCENSION PS ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

1. INTRODUCTION

a. About The Services

The Services include User scheduling, reminders, to-do lists, provision of patient records, telehealth, e-prescribing (covered under a separate Terms of Usage), outcome measures, and billing information, and related features that can be used by Users and Providers.

Modifications

This Agreement may be revised or updated by Ascension PS from time to time in its sole discretion, and the most recent effective date is listed at the top under “Last Updated”. Where appropriate, Ascension PS will provide notice to you as provided below. By continuing to access or use the Services after the effective date of any such change, you agree to be bound by the modified Agreement.

2. USE OF THE SERVICES AND YOUR ACCOUNT

a. Permitted Users

The Site is offered and available only (1) to users who are 18 years of age or older (or the legal age of majority where you reside if that jurisdiction has an older age of majority) and, (2) who reside in the United States or its territories. By using the Services or registering an Account, you represent that you are at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, you have the legal authority to enter into this Agreement, and that you reside in the United States or its territories. If you are the parent, legal guardian, or duly authorized personal representative of an individual, you may use the Services on behalf of this individual. If you are consenting on behalf of an entity, you represent and warrant that you are duly authorized to act on behalf of the entity and accept this Agreement on behalf of the entity. If you do not meet these requirements, you must not access or use the Site.

You further agree that as a condition to accessing the Services, you will submit to account verification as reasonably required by Ascension PS or the Provider, and provide only true and accurate identification documentation to Ascension PS or the Provider (or its third-party vendors) to verify your age and other Account-related information. It is the sole responsibility of the Provider to verify the identity, age, and location of all patients and non-patients who utilize the Ascension PS.com and/or TherapyPortal.com Services through the Provider.

By using the Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and will abide by all of the terms and conditions herein.

b. Establishing an Account and Using the Services

Portions of the Services are viewable without registering with us, but to actively use the primary Services or have us process certain personal and health information, you may be required to register for the Services (an "Account") and affirmatively accept the terms of this Agreement, including the Privacy Policy.

Only one person may use each Account. You agree to provide accurate, current, and complete information about yourself or the individual you represent (as described above) when using the Services, such as in the registration form and with provided account management tools to update Account information. You may be required to choose an Account name to identify yourself to Ascension PS in connection with your Account.

c. Responsibility for Use of Account

You are responsible for all activities conducted through your Account. In the event that fraud, illegality, or other conduct that violates this Agreement is discovered or reported (whether by you or someone else) in connection with your Account, we may suspend or terminate your Account as described in Section 11.

d. Selection and Use of Account Password

You are responsible for providing an Account password, maintaining its confidentiality, and any harm resulting from your disclosure of the password to any other person. At no time should you respond to an online request for a password other than the log-on process for the Services.

e. Fees and Billing for Providers

For Providers using the Services: Ascension PS provides certain aspects of the Services to you pursuant to fees and other conditions set forth herein or on our website. We may, at any time and without notice, add new services for additional fees and charges or prospectively amend fees and charges for existing services. You acknowledge that it is your responsibility to ensure payment in full for all paid aspects of the Services, and to ensure that your credit or debit cards or other payment instruments accepted by Ascension PS continue to be valid and sufficient for such purposes. You represent and warrant that you will pay the charges incurred by you at the posted prices, including any applicable taxes, and if your initial payment method is dishonored, you are responsible for any and all charges incurred including any surcharge we may assign due to such dishonored payment.

f. Modification and Interruption of the Services

We may add, modify, or eliminate aspect(s), features, or functionality of the Services from time to time for the purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for other commercially-reasonable purposes, or for no reason at all. Ascension PS may on occasion need to interrupt the Services with or without prior notice to protect the integrity or functionality of the Services. Ascension PS will not be liable for any interruption of the Services (whether intentional or not), and you will not be entitled to any refunds of fees or other compensation for an interruption of Services.

g. Telehealth

Telehealth is included as a component of the Service and gives Providers the ability to schedule and connect remotely with patients for delivery of care. Ascension PS is only providing the telehealth functionality as a component of the Service and is not providing medical advice. It is the responsibility of the Provider (i) to determine the appropriateness and medical necessity for the telehealth session to address the patient/client's needs, (ii) to verify the identity, location, and ages of all patients and other attendees on the telehealth session, (iii) to obtain all consents and other documentation from its patient(s)/client(s), and (iv) to confirm that the necessary licenses and qualifications are in place to deliver the telehealth medical service. ASCENSION PS SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY IDENTITY, LOCATION, OR AGE VERIFICATION, PROFESSIONAL, DIAGNOSTIC OR MEDICAL SERVICES, MEDICAL OR BEHAVIORAL/MENTAL HEALTH ADVICE, MEDICATION RECOMMENDATIONS OR PRESCRIPTIONS PROVIDED OR COMMUNICATED THROUGH THE TELEHEALTH SERVICE COMPONENT. Additionally, Provider accepts full responsibility for verifying the internet connection and hardware configuration of the telehealth session. Ascension PS accepts no responsibility or liability for internet connections/outages, hardware issues, third-party outages or interruptions, or any other interruptions or outages to the telehealth session.

3. USER DATA AND INTELLECTUAL PROPERTY RIGHTS

a. Your Rights and Obligations with Respect to Your User Data

Any information that you upload or submit to us in connection with the Services or your Account, including but not limited to Protected Health Information (defined below), is referred to in this Agreement as "User Data". You retain all Intellectual Property Rights in your User Data, subject to the rights, licenses, and other terms of this Agreement. "Intellectual Property Rights" means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.

You affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use—and authorize Ascension PS to use—the User Data you provide in the manner described by this Agreement. Ascension PS takes no responsibility for, and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any User Data. By submitting User Data to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to User Data contained within these Terms. The burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damages, claims, or losses resulting from any infringement of copyrights, proprietary rights, other intellectual property right, or any other harm resulting from User Data, and hereby agree to indemnify, defend, and hold harmless Ascension PS, its agents, officers, and assigns for any such actions. Because you alone are responsible for User Data, you may expose yourself to liability if you submit data without all necessary rights and consents.

You agree that by providing any User Data in connection with the Services or your Account, you are granting Ascension PS a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, and display the User Data non-publicly and internally to Ascension PS for the purposes of providing the Services. You agree that the license includes the right to copy, analyze and use any of your User Data as Ascension PS may deem necessary or desirable for troubleshooting, debugging, testing, supporting, enhancing or developing services in connection with the Services and future improvements to the Services. The license granted in this section is referred to as the "Services Data License." You also acknowledge that the Services Data License granted to Ascension PS with respect to your User Data will survive the termination of your Account to permit Ascension PS to retain server copies with User Data, including for back-up, debugging, testing and record retention and legal purposes.

If you send us feedback, ideas, suggestions, or other materials in regard to the Services (other than your User Data), you waive any potential Intellectual Property Rights and agree that we are free to use it for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

b. Protected Health Information, User Data and Use of Your Information

Ascension PS will make no use of “Protected Health Information” (“PHI,” as defined by law at 45 C.F.R. § 160.103) except as permitted by this Agreement, the Business Associate Agreement between the parties, and applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, and any implementing regulations, as amended (“HIPAA”). With respect to all User Data, including PHI, Ascension PS will comply with the terms of its Privacy Policy, which

Ascension PS will make commercially reasonable efforts to maintain the Services in a manner that includes appropriate administrative, technical and physical security measures designed to protect the confidentiality, availability and integrity of User Data, including PHI as required by HIPAA.

c. Ascension PS' Rights

Except for User Data, Ascension PS (or its licensors) own all rights, title, and interest to the Intellectual Property Rights in the Services, including the software, content, data, websites, and servers. Ascension PS owns all Intellectual Property Rights in and to its trademarks, service marks, trade names, logos, domain names, taglines, and trade dress.

d. Limited License

Ascension PS hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Services while you agree to and comply with this Agreement. You may not: (i) enable any person or entity not so authorized by Ascension PS to use or access the Services; (ii) attempt to copy, create derivative works, or infringe any Intellectual Property Rights in the Services; (iii) use the Services for another party or as otherwise prohibited herein; (iv) alter or modify the Services; (v) transfer your Account or the Services to anyone else; or (vi) attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Services or otherwise attempt to derive the source code for the Services.

e. Third Party Rights

You agree that you will not upload, publish, or submit to the Services any User Data that is subject to the Intellectual Property Rights or other proprietary rights of another party, including any trade secret or privacy rights, unless you have permission to convey to us all license rights required under this Agreement. You agree that Ascension PS will have no liability for, and you agree to defend, indemnify, and hold Ascension PS harmless for, any claims, losses or damages arising out of or in connection with your unlawful or otherwise improper use or provision of any User Data in connection with the Services.

4. USER RESPONSIBILITIES

a. Prohibited Uses of the Services

You are responsible for all of your use of the Services and for all use of your Account credentials, including use by others to whom you have given your credentials in violation of this Agreement.

- You may only use the Services for lawful purposes;
- Use of the Services is limited to personal, non-commercial purposes except if you are registered with us as a Provider;
- You may not use the Services in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Services;

- You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means; and
- You may not post, display or transmit User Data that violates any applicable law, the rights of any third party, or is defamatory, indecent, discriminatory or otherwise inappropriate.

Without limiting any of the foregoing, you may not (and may not to allow any third party to):

- Copy, modify, adapt, translate, or reverse engineer any portion of the Services, its content or materials;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Services or in or on any content or other material obtained via the Services;
- Use, without permission, any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Services;
- Access or retrieve any portion of the Services for purposes of constructing or populating a searchable database of reviews or other information related to the healthcare industry or Providers;
- Reformat or frame any portion of the web pages that are part of the Services;
- Fraudulently misuse the Services, including scheduling an appointment with a Provider which you do not intend to keep;
- Create user accounts by automated means or under false or fraudulent pretenses;
- Collect or store personal data about other users in connection with the prohibited activities described in this paragraph;
- Accumulate or index, directly or indirectly, any portion of the Services (including, without limitation, Provider or practice information, appointment availability, and price information) for any purpose whatsoever; or
- Use any means, including software means, to conduct web scraping of any portion of the Services.

Any violation by you of the terms of this section may result in immediate suspension or termination of your Account without any refund or other compensation. In addition, we may take any measures deemed appropriate, including legal action and technical remedies, to respond to or prevent violation of this provision and enforce these terms.

b. No Spam

You may not use contact information provided by our users or Providers, or harvest such information for the purpose of sending, or to facilitate the sending of, unsolicited bulk communications, such as SPAM. You may not allow others to use your account to violate the terms of this section. We may terminate your Account or access to the Services immediately and take other legal action if you or anyone using your credentials violates these provisions.

5. NO RESPONSIBILITY FOR ACTS OF OMISSIONS OF THIRD-PARTY WEBSITES

The Services may contain links to or otherwise support connections to third-party websites or other online services that are not owned or controlled by Ascension PS. Portions of the Services may also be embedded within third party websites. Ascension PS is not responsible or liable for the content, policies, or practices of any third-party websites or online services. Please consult any applicable terms of use and privacy policies provided by the third party for such websites or online services.

6. INTERRUPTION OF SERVICES OR USER DATA LOSS

Ascension PS may on occasion need to interrupt the Services with or without prior notice to protect the integrity or functionality of the Services. Ascension PS will not be liable for any interruption of the Services (whether intentional or not), and you will not be entitled to any refunds of fees or other compensation for an interruption of Services. Likewise, in the event of loss of any User Data, we will not be liable for any purported damage or harm arising therefrom.

7. LEGAL LIABILITY AND RELEASES

a. Releases

You agree not to hold Ascension PS liable for the content, actions, or inactions of other users of the Services or of other third parties. As a condition of access to the Services, you release Ascension PS (and its officers, directors, shareholders, agents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more other users of the Services or with other third parties, including whether or not Ascension PS becomes involved in any resolution or attempted resolution of the dispute.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

b. Disclaimer of Other Express and Implied Warranties

ASCENSION PS PROVIDES THE SERVICES (INCLUDING WITHOUT LIMITATION ANY SOFTWARE, WEBSITES, SERVERS, ONLINE SERVICES, YOUR ACCOUNT, AND USER DATA) STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY SERVICES OR CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR USER DATA OR ANY EXPENDITURE ON YOUR PART, ASCENSION PS AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON ASCENSION PS' SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICES ON THIS BASIS. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

Ascension PS engages in commercially reasonable efforts to protect the confidentiality, availability and integrity of the Services, but it cannot guarantee continuous, error-free, secure and virus-free

operation at all times, and you understand that you shall not be entitled to refunds or other compensation based on Ascension PS' failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you. To the extent applicable (i.e., for Providers), Ascension PS does not guarantee that by mere use of the Services you will be in compliance with HIPAA, and you understand and agree that you are responsible for maintaining any other administrative, technical and physical measures required to maintain appropriate information security with respect to PHI you create, receive, maintain, and/or transmit and to otherwise comply with HIPAA.

c. Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION OR ACCOUNT. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS PRIOR TO ANY SUCH CLAIM.

IN NO EVENT SHALL ASCENSION PS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING ITS MODIFICATION OR TERMINATION), ASCENSION PS SOFTWARE, WEBSITES, SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT ASCENSION PS MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

d. New Jersey Residents

Notwithstanding any term herein, this Agreement does not limit your rights or our obligations under any applicable statute or law to the contrary, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

e. Indemnification

You (and any third party on whose behalf you operate an Account or activity on the Services) agree to indemnify, defend, and hold harmless Ascension PS, its officers, directors, shareholders, employees, subsidiaries, and agents (collectively, "**the Company Parties**") from any claims, liabilities, damages, losses, costs, and/or expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with the following (whether resulting from your activities on the Services or those conducted on your behalf): (i) your access to or use of the Services; (ii) your breach or alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authority, (v) any misrepresentation made by you, or (vi) your violation of the duties and conditions imposed on you in Section 2 of this Agreement. You agree that the Company Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify, defend, and hold harmless any and all resulting loss, damages, judgments, awards, costs, expenses, and

attorneys' fees of the Company Parties in connection therewith. You also agree to indemnify, defend, and hold harmless the Company Parties from and against any claims brought by third parties arising out of your use of the Services, your violation of these Terms, or the infringement by you or made under your Account, of any intellectual property or other right of any person or entity. You will cooperate as fully required by Ascension PS in the defense of any claim. The Company Parties reserve the right to assume exclusive control of its defense in any matter subject to your indemnification, which shall not excuse your obligation to indemnify the Company Parties. You shall not settle any dispute subject to your indemnification under these Terms without written consent from Ascension PS. You will not settle any claim without the prior written consent of Ascension PS.

f. Legal Relationship Between You and Ascension PS; No Third-Party Beneficiaries

You acknowledge that your participation in the Services, including your creation or uploading of User Data to the Services, does not make you a Ascension PS employee or agent, and that you do not expect to be, and will not be, compensated by Ascension PS for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement. There are no third-party beneficiaries, intended or implied, under this Agreement.

g. Force Majeure

Except for your obligation to pay fees for Services rendered, neither party will be liable for performance delays, underperformance, or for non-performance occasioned by events such as acts of God, war, terrorism or threats of terrorism, insurrection, riot, civil disturbance, national, state, or local emergencies, acts of public authorities, epidemic/pandemic, labor dispute, fire, casualty, natural disaster, power failure, or other circumstances whether of a like nature or not beyond the affected party's reasonable control ("Force Majeure"). In the event of Force Majeure, the affected party shall send notice to the other party indicating those obligations, in whole or part, which cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. If Force Majeure exists for a period of 30 days or longer, you may elect to terminate the Agreement. In the event you elect to terminate the Agreement, the Parties shall have no further obligation to each other except for payment obligations or other obligation as required by law.

8. DISPUTE RESOLUTION AND ARBITRATION

In the event of a dispute between you and Ascension PS, other than with respect to claims for injunctive relief, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. The place of the arbitration shall be in Philadelphia, Pennsylvania. Notwithstanding the foregoing, either party may seek strictly injunctive or other non-monetary equitable relief to protect or enforce its Intellectual Property Rights in court. In the event that there is any dispute between you and Ascension PS that is determined not to be subject to arbitration, exclusive jurisdiction and venue shall be in state or federal court in the City and County of Philadelphia, Pennsylvania.

PURSUANT TO THIS AGREEMENT, YOU WAIVE ANY RIGHTS TO BRING, AND AGREE NOT TO PARTICIPATE IN, ANY CLASS ACTION, CONSOLIDATED, MULTI-DISTRICT OR COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Unless both you and Ascension PS agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

You agree that this Agreement and the relationship between you and Ascension PS shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods.

9. TERMINATION

a. Termination by You

You may terminate this Agreement by closing your Account at any time for any reason. Ascension PS shall have no further obligation or liability to you under this Agreement or otherwise, except as required by law (e.g., HIPAA).

b. Termination by Ascension PS

Ascension PS may suspend or terminate your Account for any reason or no reason at all. Upon termination, you will remain liable for any unpaid amounts owed by you to Ascension PS.

We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of Ascension PS or any third party. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge Ascension PS will have no liability to you in connection with such suspension or termination. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension.

Upon termination of your Account, all licenses granted by Ascension PS to use the Services will automatically terminate.

10. INTERNATIONAL CONSIDERATIONS

Ascension PS' Services are based in the United States. Ascension PS makes no representation that any aspect of the Services is appropriate or available for use outside of the United States. Ascension PS neither offers goods or services to data subjects who reside in the European Union, nor monitors data subjects' behavior as it occurs within the European Union. Those who access the Services from other locations are responsible for compliance with applicable local laws. The Services may be subject to applicable export laws and restrictions.

11. ASSIGNMENT OF AGREEMENT AND ACCOUNT

You may not assign this Agreement or your Account without the prior written consent of Ascension PS. You may not transfer or sublicense any licenses granted by Ascension PS in this Agreement without the prior written consent of Ascension PS.

Ascension PS may assign this Agreement (in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement) to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other change in control of our company to another entity. We will use reasonable efforts to notify you regarding any such change of ownership.

12. INTEGRATION, INTERPRETATION OF SECTION HEADINGS AND SEVERABILITY

This Agreement (including anything incorporated by reference) sets forth the entire agreement and understanding between you and Ascension PS with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. This Agreement may not be modified except as provided in Section 1 or by mutual written agreement between you and Ascension PS that is signed by a duly authorized representative of both parties and expressly references amendment of this Agreement. No other written, oral or electronic communications will modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement.

The section headings used herein, including descriptive summary sentences at the start of each section, is for convenience only and shall not affect the interpretation of this Agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

No waiver of by us of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

13. NOTICES AND QUESTIONS FOR ASCENSION PS

Ascension PS may provide notice to you and obtain consent from you (1) through the Services; (2) by electronic mail at the electronic mail address associated with your Account; (3) an electronic medium for communication and/or (4) by written mail communication to you at the address associated with your Account. You consent to the notice method chosen by Ascension PS.

Please direct all notices, questions or concerns regarding this Agreement or the Services to us at info@ascensionpsych.com or by mail to: Ascension PS, LLC, 1415 HWY 85 North, Ste 310302, Fayetteville, GA 30214.

14. DMCA POLICY

a. Generally

Ascension PS will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act ("DMCA"). The DMCA provides a process for a copyright owner to give notification to an online Provider concerning alleged copyright infringement. When a valid DMCA notification is received, the Provider responds under this process by taking down the offending content. On taking down content under the DMCA, we will take reasonable steps to contact the owner of the removed content so that a counter-notification may be filed. On receiving a valid counter-notification, we generally restore the content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity.

b. Filing a Notification

A written notification must be made. This can be done either by fax or written letter (regular mail or courier). Emails will not be accepted unless a prior arrangement has been made. The notification must:

- a. Identify in sufficient detail the copyrighted work that you believe has been infringed upon (i.e., describe the work that you own).
- b. Identify the item that you claim is infringing on your copyright.
- c. Provide a reasonably sufficient method of contacting you; phone number and email address would be preferred.
- d. Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and maintained by the Services is not authorized by the copyright owner, its agent, or by protection of law."
- e. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- f. Sign the paper.

Please note: The DMCA provides that you may be liable for damages (including costs and attorneys' fees) if you falsely claim that an item is infringing your copyrights. We recommend contacting an attorney if you are unsure whether an object is protected by copyright laws.

Send the written document to the designated Copyright Agent at Ascension PS:

Attn: Designated Copyright Agent
Ascension PS, LLC
1415 HWY 85 North, Ste 310302
Fayetteville, GA 30214

Alternatively, fax the document to (678)487-5367. On the cover sheet, please write ATTN: DMCA NOTIFICATION

c. **Filing a counter-notification**

- List the items that were removed by Ascension PS.
- Provide your name, address, telephone number, email address (if available).
- State that you consent to the jurisdiction of Federal District Court for the judicial district in which you reside (or Philadelphia, Pennsylvania if your address is outside of the United States).
- State that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person.
- State the following: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Sign the paper.

Send the written document to the designated Copyright Agent at Ascension PS:

Attn: Designated Copyright Agent
Ascension PS, LLC
1415 HWY 85 North, Ste 310302
Fayetteville, GA 30214

Alternatively, fax the document to (678)551-7083. On the cover sheet, please write ATTN: DMCA COUNTER-NOTIFICATION

15. **CPRA DATA PROCESSING REQUIREMENTS**

This Section applies only to the extent that Ascension PS Processes or Collects Personal Information that is subject to the California Privacy Rights Act ("CPRA") in the course of providing the Services to you pursuant to the Agreement.

a. **Definitions**

In this Section, terms shall have the following meanings:

- a. "Business", "Collects" (and "collect" or "collection"), "Consumer", "Business Purpose", "Sell", "Sharing" (and "share"), "Processing" (and "process"), "Personal Information", "Sensitive Personal Information", and "Service Provider" shall have the meanings given to them in §1798.140 of the CPRA.

- b. "Business Purpose" or "Business Purposes" also has the meaning given in Section 3.2 of this Addendum.
- c. "California Consumer Privacy Act" or "CCPA" means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100-1798.199), as amended or superseded from time to time.
- d. "California Privacy Rights Act" or "CPRA" means the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.
- e. "Security Breach" means an unauthorized access and exfiltration, theft, or disclosure as a result of Ascension PS' violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information, as described in subdivision (a)(1) of CCPA §1798.150.

b. Data Processing and Protection

You are a Business and you designate Ascension PS as your Service Provider to Collect and Process Personal Information for the Business Purposes as stated herein. However, there are circumstances where Ascension PS is also a Business and Collects and Processes Personal Information on its own behalf. Where Ascension PS is acting as your Service Provider, we are responsible for compliance with our obligations under this Addendum and for compliance with our obligations as a Service Provider under the CCPA and the CPRA. We will provide the same level of privacy protection as is required of a Business under the CCPA/CPRA. You are responsible for compliance with your own obligations as a Business under the CCPA and the CPRA and shall ensure that you have provided notice and have obtained or shall obtain all consents and rights necessary under the CCPA and the CPRA for Ascension PS to Collect and Process the Personal Information for the Business Purpose.

c. Business Purpose

Ascension PS shall only Collect and Process Personal Information as a Service Provider upon lawful documented instructions from you, including those in the Agreement, or as otherwise necessary to provide the Services (the "Business Purpose"). Specifically, the Business Purpose is related to the Ascension PS practice management system with functionality to manage patient records, schedule appointments, meet with patients remotely, electronically prescribe medication, create rich documentation, to bill the patient and insurance companies, and other functionality related to the delivery of the Services. Ascension PS must not process Personal Information for any purpose other than for the Business Purpose, except to the extent permitted by the CCPA and/or the CPRA.

d. Not a Sale or Sharing of Personal Information

Where Ascension PS acts as a Service Provider the disclosure of Personal Information to us by you in the course of the delivery of, use of and access to the Services does not, and shall not, constitute a Sale or Sharing under the CPRA.

e. Service Provider Data Processing Responsibilities

Ascension PS shall not: (a) Sell or Share the Personal Information; (b) retain, or disclose the Personal Information for any purpose other than for the Business Purpose, including to retain, use, or disclose the Personal Information for a purpose other than providing its Services under the Agreement or as permitted by the CCPA/CPRA; (c) retain, use, or disclose the Personal Information outside of the direct business relationship between Ascension PS and Provider; (d) Process the Personal Information for cross-context behavioral advertising (however, Provider may disclose Personal Information to Ascension PS for non-personalized advertising as a permissible Business Purpose); (e) combine Personal Information with any other data to the extent this would be inconsistent with the limitations on service providers under the CPRA.

f. Consumer's Rights

Ascension PS will use reasonable efforts to assist Provider in responding to verified Consumer requests received by Provider to provide information as it relates to the Collection of Personal Information for the Business Purpose.

g. Assistance

Ascension PS will, upon your instruction, provide reasonable assistance to enable you to respond to any verified request, inquiry or complaint received from a Consumer or the California Attorney General in connection with the Collection and Processing of the Personal Information. If Ascension PS is contacted by a Consumer who is your patient/client, Ascension PS will re-direct that Consumer to you for assistance with the Personal Information request, when Ascension PS is reasonably able to identify the Consumer as belonging to your practice.

h. Review and Remediation

With notice to Ascension PS and its reasonable consent, Business may take reasonable and appropriate steps to ensure that Ascension PS uses the Personal Information that it Collected pursuant to this Agreement in a manner consistent with the Business's obligations under the CCPA/CPRA. Business may also, with notice to Ascension PS, take reasonable and appropriate steps to stop and remediate Ascension PS' unauthorized use of Personal Information.

i. Sensitive Personal Information

If Provider receives direction from a Consumer not to use or disclose such Consumer's Sensitive Personal Information and Ascension PS is assisting Provider in respect of such Sensitive Personal Information, then Provider agrees to promptly notify Ascension PS that Consumer has provided Provider with such direction and to provide details of the Consumer and the Sensitive Personal Information in question. Upon receiving such notice, Ascension PS agrees to not use such Sensitive Personal Information for any purpose, except for the permissible purposes authorized by Section 1798.121(a) of the CPRA. Provider acknowledges and agrees that Ascension PS is only required to limit its use of Sensitive Personal Information it receives if instructed by Provider to do so and only with respect to its relationship with Provider.

j. Technical Security Measures

Ascension PS shall implement and maintain appropriate and reasonable security measures to protect Personal Information. These include measures relating to the physical security of facilities, measures to control access rights to networks, and processes for testing these measures; and will be consistent with its current Security Policy.

k. Security Breach

Ascension PS will, to the extent permitted by applicable law, notify you without undue delay (and in time to fulfill any Security Breach reporting obligations) after becoming aware of a Security Breach incident and provide timely information relating to the Security Breach incident as it becomes known or is reasonably requested by you. We will use the contact information for you that we have on record.

l. Specific Indemnification

In the event you fail to obtain necessary consents to use Personal Information, or you fail to fully comply with the Agreement, the CCPA and/or CPRA, you shall indemnify, defend and hold Ascension PS harmless from any claims, demands, allegations, damages, losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs) arising from such actions or inactions.

