

SUBLICENSING AGREEMENT

THIS SUBLICENSING AGREEMENT (the “Agreement”) dated and effective as of _____ (the “Effective Date”), is made by and between Access Integrated Primary Care, a limited liability company (“Access IPC”) and the following “Sublicensee”:

Name: _____, a
State of Formation: _____
Type of Business Entity: _____.

W I T N E S S E T H :

WHEREAS AccessIPC is an independent group of healthcare providers focused on promoting health and wellness among the general population; and

WHEREAS as part of its proprietary methods, Access IPC understands that the integrated care model establishes a platform to interact with holistic and conventional care providers; and

WHEREAS Access IPC maintains an exclusive master license within the State of Florida from Access Health & Wellness Association, LLC (“AHWA”) to use and disseminate AHWA’s proprietary processes, methods, and other intellectual property (the “AHWA Program”) to various sublicensees; and

WHEREAS Access IPC has determined that the most effective method for Access IPC to offer service to its sublicensees is to offer each sublicensee with exclusive access to the AHWA Program (AHWA Solution Suite), as is further set forth herein; and

WHEREAS Sublicensee is a practice providing healthcare services from licensed healthcare providers in the State of Florida that is uniquely qualified to provide the AHWA Program to consumers from the following street address _____ (the “Location”); and

WHEREAS, Sublicensee has qualified for affiliate membership in the Access IPC Group, pursuant to Access IPC’s selection process prior to being presented with this Agreement; and

WHEREAS Sublicensee desires to become a sublicensee of Access IPC, and Access IPC desires to provide Sublicensee with all the benefits of membership in the Access IPC Group on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. ACCESS IPC'S PROVISION OF SERVICES.

Section 1.01 The AHWA Program and Program Components. The AHWA Program is comprised of proprietary processes, policies and procedures encompassing an approach to clinical wellness, as is further defined in the "Program Component(s)" annexed hereto and incorporated into this Agreement. On terms and conditions contained herein, Access IPC shall make certain Program Components available to Sublicensee so that Sublicensee may allow its consumers to access such Program Component(s). Access IPC shall also provide Sublicensee with sufficient items and recognition required for Sublicensee to brand itself as a sublicensed associate of Access IPC within the Location. Notwithstanding the foregoing, Sublicensee acknowledges that Access IPC's Program Component(s) may evolve and change from time to time, and that: (i) Access IPC in its sole discretion, shall determine what is contained in the AHWA Program; and (ii) it is Sublicensee's obligation to remain up to date on the AHWA Program.

Section 1.02 Limited Sublicense for Exclusive use of the AHWA Program. Subject to the terms and conditions of this Agreement, Access IPC grants to Sublicensee a limited, non-transferable, revocable, personal right sublicense to use the AHWA Program. Sublicensee understands and acknowledges that Sublicensee shall not retain title or ownership of all or any of the AHWA Program, or any derivatives thereof. All rights in and to the AHWA Program not specifically granted to Sublicensee are hereby expressly reserved to Access IPC. Sublicensee agrees to use Sublicensee's best efforts to protect the AHWA Program from unauthorized use, reproduction, distribution or publication.

Section 1.03 Additional Program Components. From time to time, Access IPC may offer to provide additional services to its sublicensees, including or excluding Sublicensee in Access IPC's sole and exclusive discretion. Such additional services shall be incorporated into this Agreement as additional Program Components, which shall be numbered A-1, A-2, A-3, and so on (each, an "Annex" and collectively, the "Annexes"). Sublicensee and Access IPC shall agree upon each Annex to be incorporated into this Agreement and shall evidence their agreement by placing their signature on each such Annex. Each executed Annex is specifically incorporated into this Agreement. To the extent that any Annex conflicts with any provision of this Agreement, the Annex shall prevail.

Section 1.04 Confidential Information.

(a) **Proprietary Information.** All developments, computer programs, software, designs, improvements, trade secrets, trademarks, copyrightable subject matter, operating system applications (mobile and/or tablet) or proprietary information which Access IPC has received from AHWA or conceived or may make or conceive, either solely or jointly with others relating to the AHWA Program, any Program Component, or any product, service, or activity of Access IPC, as determined by Access IPC in its sole discretion (collectively, the "Proprietary Information"), shall be considered "works for hire" under the United States Copyright Act, 17 U.S.C. §101 et seq. All right, title, and interest in and to the Proprietary Information, and all derivative works, modifications, updates, enhancements, corrections, patches, improvements, and new releases, and any accompanying documentation, and any reproductions or works made thereof ("Proprietary Information Improvements"), shall not be owned by Sublicensee, and shall be owned or available for use by Access IPC, which shall be automatic. Sublicensee shall not have any ownership interest

of any kind (legal or equitable) or any sublicense of any kind (perpetual or otherwise) or any other claim or right to such Proprietary Information, Proprietary Information Improvements or any related Proprietary Information acquired or utilized by Access IPC or any affiliate of Access IPC. Sublicensee hereby assigns, transfers, and conveys to Access IPC all worldwide right, title, and interest which Sublicensee may have in and to the Proprietary Information, including, without limitation, any right, title, and interest therein arising under trade. Nothing in this Agreement shall be deemed to convey a proprietary interest to Sublicensee in any of the Proprietary Information or any of the derivative works thereof which are owned or sublicensed by Access IPC.

(b) Non-Disclosure. During the Term of this Agreement, Sublicensee recognizes and acknowledges that by virtue of entering into this Agreement, Sublicensee will have access to certain information of Access IPC that is confidential and constitutes valuable, special, and unique property of Access IPC. Sublicensee acknowledges and agrees that the compilation of information, and data connected with or related to Access IPC, including, without limitation, all techniques, processes, methods and methodologies, systems, facts, marketing or outreach materials, Proprietary Information, the AHWA Program, the Consumer Website, the Provider Website, system, design and processes, and policies, procedures and protocols or other information, of whatever kind and whatever form, concerning Access IPC's operations (collectively, "Confidential Information"), are Access IPC's valuable, special and unique assets, and Sublicensee agrees that it shall not disclose Confidential Information, or any parts of Confidential Information, to any person, Sublicensee, partnership, contractor or other entity, except as may be required in its operations as contemplated by this Agreement. Sublicensee, its principal(s), employees or contractors shall not copy or remove Confidential Information from Sublicensee, its offices or healthcare facilities and/or care centers at any time during the Term of this Agreement or after without the express written consent of Access IPC or except as otherwise provided in this Agreement. If, at any time, Sublicensee becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or otherwise) to disclose any of the Confidential Information, Sublicensee shall provide Access IPC with immediate prior written notice of such requirements so that Access IPC may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if Access IPC waives compliance with the provisions hereof, Sublicensee agrees to furnish only that portion of the Confidential Information which Access IPC's legal counsel determines is legally required to be furnished, and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Sublicensee shall not oppose action by Access IPC to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information

(c) Equitable Remedies. If there is a breach or threatened breach by Sublicensee of its obligations pursuant to this Section 1.04, Sublicensee hereby acknowledges and stipulates that Access IPC shall not have an adequate remedy at law and shall suffer irreparable harm, and, therefore, in addition to any other remedies at law or in equity which Access IPC may have, Access IPC shall be entitled: (i) to obtain in a court of competent jurisdiction a temporary or permanent injunction restraining Sublicensee from any further breach or threatened breach of such provisions; and (ii) to reimbursement from Sublicensee for any attorneys' fees and costs through appeal incurred as a result of a breach or threatened breach.

(d) Third Party Beneficiaries. AHWA and Access Health & Wellness Association IP, LLC are each an intended third-party beneficiary of this Section 1.04, inclusive.

(e) Survival. The provisions of this Section 1.04, inclusive, shall survive the expiration or termination of this Agreement.

Section 1.05 Authority and Control. Sublicensee acknowledges that ultimate control of the business and operations of Access IPC shall remain with Access IPC and that Access IPC, by entering into this Agreement, is not delegating any of the powers, duties and responsibilities vested in it by law, except to the extent expressly set forth in this Agreement. Pursuant to Access IPC's rules and regulations, full control of the consulting, operation and policy of Access IPC shall be vested exclusively in Access IPC, except where it conflicts with the terms of this Agreement, in which case the terms of this Agreement shall control. Neither party shall have any authority to enter any contracts binding on the other party, except as specifically authorized in writing.

ARTICLE II. CONDUCT OF SUBLICENSEE.

Section 2.01 Use of AHWA Program. Notwithstanding any item contained herein to the contrary, Sublicensee shall be solely and exclusively in control of all Sublicensee's use of Access IPC's the AHWA Program, each Program Component, and Sublicensee's delivery of professional services. AccessIPC shall not control Sublicensee's performance of his/her profession, and Sublicensee shall exercise full responsibility for the diagnosis and treatment of individual patients and such other facets of patient care as shall come within Sublicensee's profession.

Section 2.02 Use of Name. Sublicensee shall have no right to use Access IPC's name or likeness whatsoever without express written permission from Access IPC. If Access IPC grants use of its name and sublicense to Sublicensee, Sublicensee shall fully indemnify Access IPC as set forth herein. Sublicensee shall not use or advertise the name Access IPC in the manner which is likely to cause any third party to believe that Sublicensee is related to Access IPC in any other way than as a sublicensee.

Section 2.03 Use Restrictions. Sublicensee shall not, and shall require those individuals authorized to use the AHWA Program pursuant to the license granted under this Agreement ("Authorized Users") not to, directly or indirectly:

(a) use (including make any copies of) the AHWA Program beyond the scope of the license granted under Section 1.02;

(b) provide any other person, including any subcontractor, independent contractor, affiliate, or service provider of Sublicensee, with access to or use of the AHWA Program;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether patentable, of the AHWA Program or any part thereof.

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the AHWA Program or any part thereof;

- (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the AHWA Program, including any copy thereof;
- (f) copy the AHWA Program, in whole or in part;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the AHWA Program, or any features or functionality thereof, to any third party for any reason;
- (h) use the AHWA Program in violation of any law, regulation, or rule; or
- (i) use the AHWA Program for purposes of competitive analysis of the AHWA Program, the development of a competing product or service, or any other purpose that is to Access IPC's commercial disadvantage.

Section 2.04 Responsibility for Use. Sublicensee is responsible and liable for all uses of the AHWA Program through access thereto provided by Sublicensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Sublicensee is responsible and liable for all actions and failures to take required actions with respect to the AHWA Program by its Authorized Users or by any other person to whom Sublicensee or an Authorized User may provide access to or use of the AHWA Program and/or any Program Component, whether such access or use is permitted by or in violation of this Agreement.

ARTICLE III. CONSIDERATION FOR LICENSING OF THE AHWA PROGRAM.

In consideration of the grant of sublicense to use Access IPC's the AHWA Program and Provider Website, Sublicensee hereby agrees to pay Access IPC the annual fee set forth at the top of each incorporated Annex. Payment shall be made in the method designated by Access IPC to Sublicensee. The annual fee is not refundable in whole or in part. The parties in good faith believe that the consideration represents fair market value for the services provided from Access IPC to Sublicensee. Failure to properly or timely pay shall result in immediate termination of this Agreement and suit for breach in the event Sublicensee does not cure the improper payment within ten (10) days of notice from Sublicensee.

ARTICLE IV. TERM AND TERMINATION.

Section 4.01 Term. This Agreement shall be in effect for the period which commences on the Effective Date of this Agreement and ends twelve (12) months thereafter, unless sooner terminated as provided herein or by the mutual agreement of Sublicensee and Access IPC (such initial term and all renewal terms shall be referred to herein as the "Term"). The Agreement shall automatically renew for twelve (12) months on each anniversary date thereafter unless either Access IPC or Sublicensee provides at least thirty (30) days prior written notice of its desire to amend or terminate this Agreement.

Section 4.02 Termination. Either Access IPC or Sublicensee, at its option, may terminate this Agreement, upon the occurrence of any of the following:

(a) Immediately, if the other party is adjudicated bankrupt, or any receiver or trustee is appointed for it or for a substantial portion of its assets, or it shall make an assignment of substantially all of its assets for the benefit of its creditors or it becomes insolvent or goes out of business; or

(b) Immediately, if the other party breaches any of the terms of this Agreement and the non-breaching party reasonably determines that such breach materially affects its rights or benefits under this Agreement, provided such breach is not cured within ten (10) days after receipt by the breaching party of written notice specifying such breach; or

(c) Immediately, if Access IPC determines that Sublicensee's professional conduct does not meet exceed the established standards of care within the Sublicensee's profession, as determined by Access IPC in its sole and exclusive discretion; or

(d) Immediately, if Access IPC learns that Sublicensee's license to practice Sublicensee's profession in any State has been suspended, forfeited, terminated or revoked; or

(e) Upon thirty (30) days advance written notice from either party to the other of their intent to terminate this Agreement in whole or in part.

Section 4.03 Obligations upon Termination. Upon termination or expiration of this Agreement for any reason:

(a) All rights granted hereunder by Access IPC to Sublicensee shall automatically cease.

(b) Sublicensee shall immediately return all Confidential Information to Access IPC and confirm, through affidavit, that Sublicensee has ceased using Access IPC's the AHWA Program and each Program Component.

ARTICLE V. COMPLIANCE.

Each of Access IPC and Sublicensee shall comply with and shall be responsible for ensuring that each of its employees or agents complies with, all Applicable Laws. As set forth in this Agreement, "Applicable Laws" means (i) all statutes, laws, common law, administrative decisions, rules, regulations, ordinances, codes or other legal requirements of any government authority, state, federal, county, local or quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority, in effect at the time in question.

ARTICLE VI. INDEMNIFICATION.

Sublicensee represents and warrants to Access IPC to the fullest extent permitted by law and to the extent provided herein, to indemnify and hold harmless Access IPC and its owners, officers, directors, employees and/or agents against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against Access IPC which arise directly out of or in connection with the negligence, gross negligence, willful acts or, omissions of Sublicensee or Sublicensee's owners, officers, directors, employees

and/or agents in the performance of Sublicensee's obligations hereunder or in connection with this Agreement in any way. Access IPC shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Sublicensee. All such fees and expenses payable by Sublicensee shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All the foregoing losses, damages, costs and expenses of Access IPC shall be payable by Sublicensee upon demand by Access IPC. This Article VI shall survive the expiration or termination of this Agreement.

ARTICLE VII. LIMITATION OF LIABILITY AND RELEASE

Section 7.01 Limitation of Liability. THE AHWA PROGRAM IS PROVIDED "AS IS" AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, Access IPC AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION (EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO TH THE AHWA PROGRAM AND EACH PROGRAM COMPONENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. Without limiting the foregoing ,Access IPC and its licensors and suppliers make no representation or warranty about: (a) the accuracy, reliability, completeness, usefulness, currency, timeliness, or performance of the text, graphics, links, or communications provided on or through any service provided by Access IPC; or (b) the satisfaction of any government regulations including the disclosure of information on prescription drug products or the approval or compliance of any software tools regarding the content of any Access IPC website. Sublicensee specifically acknowledges that Sublicensee's: (i) use of the AHWA Program may not be uninterrupted or error-free, and (ii) Access IPC is not responsible for the accuracy or integrity of any data, third party information, reports, or other information generated by Sublicensee under this Agreement. Sublicensee agrees to assume all risks as to the AHWA Program and each Program Component. Access IPC AND ITS LICENSORS AND SUPPLIERS WILL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DIRECT DAMAGES INCURRED BY SUBLICENSEE, BUT IN NO EVENT WILL Access IPC'S AND ITS LICENSORS AND SUPPLIERS' AGGREGATE LIABILITY TO SUBLICENSEE IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE FEES PAID BY SUBLICENSEE TO Access IPC DURING THE ONE HUNDRED EIGHTY (180) DAYS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

Section 7.02 Release. Under no circumstance or legal theory will Access IPC or any of its licensors or suppliers, even if they have been advised of the same, be liable to Sublicensee for any indirect, punitive, consequential, and special damages (whether known, unknown, suspected and unsuspected, disclosed and undisclosed), including without limitation for personal injury or wrongful death, lost profit, lost data, or business interruption arising out of or in connection with the performance or use of (or inability to use) either the AHWA Program or other products or services provided by Access IPC (collectively, "Losses"). Without limiting the foregoing, when using either the AHWA Program, Sublicensee acknowledges on behalf of Sublicensee and Sublicensee's patients that information will be transmitted over media that may be beyond Access IPC's control and jurisdiction. Accordingly, Access IPC assumes no liability for or relating to Losses for the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the AHWA Program. Any claim arising in connection

with Sublicensee's use of either the AHWI Program or any Access IPC product or service must be brought within one hundred eighty (180) days after the date of the event giving rise to the claim occurred. Sublicensee's remedies under this Agreement are exclusive and are limited to those expressly provided herein. Sublicensee hereby releases Access IPC and its licensors and suppliers from all Losses and waives any state or local law limiting or prohibiting the foregoing or a general release.

ARTICLE VIII. INDEPENDENT CONTRACTOR STATUS.

Notwithstanding any provision contained herein to the contrary, each of Access IPC and Sublicensee understand and agree that neither Access IPC nor Sublicensee is an employee, partner, joint venturer, or agent of the other. Nothing in this Agreement shall be construed as placing the parties in a relationship of employer-employee, partners, joint venturers, or principal-agent. Neither party shall have the right to make any promises, warranties or representations, or to assume or create any obligations, on behalf of the other party.

ARTICLE IX. MISCELLANEOUS PROVISIONS.

Section 9.01 Notices. All notices, requests, demands and other communications hereunder to a party hereto shall be in writing, unless otherwise expressly provided herein, and shall be deemed to have been duly given when delivered personally or by registered or certified mail, return receipt requested, or by overnight courier, charges prepaid, to such party at the address set forth in the signature block below or to such other address designated in compliance with this Section 9.01.

Section 9.02 Governing Law; Choice of Forum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any action or claims arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Florida, and Sublicensee and Access IPC expressly waive the right to bring any legal action or claims in any other courts. The parties hereto hereby consent to venue in any state or federal court within the State of Florida having jurisdiction over the County of Orange for all purposes in connection with any action or proceeding commenced between the parties hereto in connection with or arising from this Agreement.

Section 9.03 Entire Agreement; No Oral Modification. This Agreement constitutes the entire final agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements between the parties hereto, both oral and written, concerning the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by all of the parties hereto.

Section 9.04 Assignment. Sublicensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Access IPC's prior written consent, which consent Access IPC may give or withhold in its sole discretion. No delegation or other transfer will relieve Sublicensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this 9.04 is void. Access IPC may freely assign or otherwise transfer all or any of its

rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Sublicensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 9.05 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

Section 9.06 Waiver. A waiver of any breach or violation of any term, provision or covenant contained herein shall not be deemed a continuing waiver, or a waiver of any future or past breach or violation, or a waiver of any other term, provision or covenant of this Agreement.

Section 9.07 Headings. The section headings contained herein are for reference purposes only and are not to be deemed a part of this Agreement.

Section 9.08 Recitals. The parties agree and represent that the recitals on the first page of this Agreement are true and correct and are incorporated into this Agreement.

Section 9.09 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and all words shall include the singular and plural.

Section 9.10 Prevailing Party. If any litigation, including arbitration, arises because of the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees at all pre-trial, trial and appellate levels, as well as all costs and expenses.

Section 9.11 Continued Validity. If at any time either party reasonably believes in good faith based upon the written opinion of reputable health care counsel that this Agreement or the performance by that party of any of its obligations under this Agreement violates any law or regulation, state or federal, or could result in the loss or restriction of that party's sublicense or that party's right to participate in Medicare or any other governmental program, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after the date of the notice seeking renegotiation, then either party may immediately terminate this Agreement by written notice to the other party.

Section 9.12 No Third-Party Beneficiaries. Subject to Section 1.04, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

Section 9.13 No Referral Arrangements. The parties hereby acknowledge and agree that no benefits to the parties hereunder require or are in any way contingent upon the admission, recommendation, referral or any other arrangement for the provision of any item or service offered by Sublicensee to Access IPC or any of its affiliates, or to any of Access IPC's affiliates, employees or agents. Access IPC shall not have or exercise any control or direction over the number, type, or

recipient of patient referrals made, and nothing in this Agreement shall be construed as directing or influencing such referrals. None of Sublicensee's activities contemplated under this Agreement or otherwise shall constitute obligations of Sublicensee to generate patient flow or business to Access IPC or any of its affiliates, or to any of Access IPC's affiliates, employees or agents. Further, there is no intent for Access IPC in any manner to be compensated to generate patients for Sublicensee.

Section 9.14 Non-Disparagement. Sublicensee will not at any time during or after the terms of this Agreement make any public statements, whether orally or in writing, that are intended to be derogatory or damaging to Access IPC, its officers, employees, directors, partners, agents, shareholders or affiliates.

Section 9.15 HIPAA Requirements. The parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder. Sublicensee and Access IPC agree not to use or further disclose any protected health information or individually identifiable health information (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations.

Section 9.16 Amendment. This Agreement and any Annex incorporated herein may not be amended unless such amendment is approved in a writing signed by Access IPC and Sublicensee. Any such amendment shall be limited to the amendment expressly described in such signed writing.

Section 9.17 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Access IPC

ACCESS IPC, LLC

By: _____
Name: _____

_____, as its Manager
102 West Pineloch Ave., Suite 11
Orlando, Fl. 32806

SUBLICENSEE

Print Name: _____

Signed: _____, personally

Address: _____
Orlando, Florida 32806

ANNEX A-_____

Program Component: _____

Date Added: _____

Annual Fee: _____

IN WITNESS WHEREOF, the parties hereto have executed this Annex A-_____ effective the day and year first above written.

Access IPC

ACCESS IPC, LLC

By: _____

Name: _____, as its Manager
102 West Pineloch Ave., Suite 11
Orlando, Fl. 32806

SUBLICENSEE

Print Name: _____

Signed: _____

personally

Address: _____

Orlando, Florida 32806 _____