



MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into as of the date of full execution (“**Effective Date**”), by and between Mercury Healthcare, Inc. dba WebMD Ignite, with its principal place of business at 283–299 Market Street, 2 Gateway Center, 4th Floor, Newark, NJ 07102 (“**WebMD Ignite**”), and San Bernardino County on behalf of Arrowhead Regional Medical Center with a facility at 400 North Pepper Avenue, Colton CA 92324 (“**Client**”). WebMD Ignite and Client may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

This Agreement comprises: (i) **Primary Terms**, which set forth negotiable terms agreed upon by the Parties; (ii) **WebMD Ignite Standard Terms**, which contain standard fixed terms; and (iii) **WebMD Ignite Solution-Specific Terms**, which contain fixed terms applicable to particular WebMD Ignite Solutions, as defined below. Together, these terms collectively govern the Parties’ rights and obligations under this Agreement. In the event of a conflict, they will apply in the order of precedence set forth herein.

PRIMARY TERMS

GENERAL

I. Scope

This Agreement governs the provision of WebMD Ignite Solutions as described in an applicable order form, statement of work, or other similar document (each, an “**Ordering Document**”).

II. Definitions

- a. “**Affiliate**” means, with respect to any Party, any entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of more than 50% equity or management control.
- b. “**Authorized Users**” means Client’s employees, consultants, agents, patients, members, and clinical system users authorized to access and use WebMD Ignite Solutions hereunder.
- c. “**Client Materials**” means any documents, data, media, software, websites, applications, or other materials provided by Client to WebMD Ignite for use in or incorporation into a WebMD Ignite Solution.
- d. “**Confidential Information**” means any non-public information disclosed by one Party to the other in connection with this Agreement.
- e. “**Content**” means health, wellness, and nutrition-related materials, including text, audio, video, graphics, and other media.
- f. “**End Users**” means individuals who interact with Client through Hosted Consumer-Facing Solutions (defined in Exhibit 2) or Client-initiated communications (including SMS messaging) facilitated by WebMD Ignite.



- g. “Marketing Materials”** means any proprietary or licensed materials used for patient engagement, marketing, or advertising, including improvements and modifications.
- h. “Products”** means technologies and tools used to deliver or display Content.
- i. “Protected Health Information”** or **“PHI”** means individually identifiable health information, in any form, that relates to an individual’s health, healthcare, or payment for healthcare, as defined in 45 C.F.R. § 160.103.
- j. “Service Output”** means any reports, configurations, dashboards, segmentation models, audience lists, campaign performance metrics, documentation, or other work product generated by WebMD Ignite in connection with the provision of the Services.
- k. “Services”** means any professional, technical, operational, or hosted services provided by WebMD Ignite, including but not limited to Professional Services and Marketing Enablement Services.
- l. “WebMD Ignite Solutions”** means, collectively, Content, Products, Services, and Marketing Materials provided by WebMD Ignite.

III. Term and Termination.

- a.** The term of an Ordering Document under this Agreement shall be set forth in such Ordering Document.
- b.** Either Party may terminate this Agreement upon thirty (30) days’ written notice if all Ordering Documents under this Agreement have terminated or expired. In addition, either Party may terminate this Agreement upon written notice if the other Party (i) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof, or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or is subject to any proceeding under bankruptcy, receivership, or similar laws.
- c.** Upon termination or expiration of this Agreement, all granted licenses hereunder will terminate, and WebMD Ignite may suspend or disable Client’s access to applicable WebMD Ignite Solutions. Client shall cease use of the WebMD Ignite Solutions and ensure that its Associated Entities, as defined herein, do the same. Additionally, Client shall promptly delete all copies of any WebMD Ignite Solutions in its possession or control and certify to such deletion.
- d.** All fees and other amounts payable under this Agreement will become due upon termination. Each Party shall destroy or, if feasible, return all Confidential Information of the other Party in its possession, as requested, except as required to be retained by applicable law.
- e.** WebMD Ignite reserves the right to discontinue or sunset any WebMD Ignite Solution upon commercially reasonable prior written notice with consideration of Client’s operational needs. In such an event, Client shall be entitled to a pro-rata refund of any pre-paid fees for the discontinued WebMD Ignite Solution.

REPRESENTATIONS AND WARRANTIES; RISK ALLOCATION

IV. Representations and Warranties. Each Party represents and warrants that (i) it is a legal entity in good standing; (ii) it has the authority to enter into and perform this Agreement; (iii) its

obligations under this Agreement do not violate any other agreement; (iv) its performance under this Agreement does not infringe any third-party rights, including intellectual property rights; and (v) it will comply with all applicable laws and regulations. WebMD Ignite further represents and warrants that (a) neither it nor its representatives are excluded, debarred, or otherwise ineligible to participate in federal healthcare programs; have been convicted of a healthcare-related offense; or are under investigation or aware of circumstances likely to lead to such exclusion; (b) WebMD Ignite Solutions will be provided professionally and in accordance with industry standards; (b) it has all necessary rights, licenses, and permissions to provide WebMD Ignite Solutions; and (c) WebMD Ignite Solutions will materially conform to their specifications and documentation.

V. Indemnification.

a. WebMD Ignite shall indemnify, defend, and hold harmless Client, including its officers, directors, employees, and agents from and against third-party claims, damages, liabilities, and costs, including reasonable attorneys' fees, to the extent arising from the WebMD Ignite's (i) breach of its representations or warranties, (ii) gross negligence, willful misconduct, and fraud (iii) infringement of third-party intellectual property rights, or (iv) acts or omissions resulting in property damage, bodily injury, or death. Client shall be fully responsible for its acts and omissions in connection with this Agreement, to the extent permitted by law.

b. WebMD Ignite shall have no indemnification obligations to the extent a claim arises from (i) the combination of WebMD Ignite Solutions with content, technology, or other materials not supplied or authorized by WebMD Ignite; (ii) unauthorized alteration, modification, or misuse of WebMD Ignite Solutions; or (iii) Client's use of a version of a WebMD Ignite Solution that is not the then-current iteration provided by WebMD Ignite.

c. The indemnified Party shall (i) promptly notify WebMD Ignite in writing of any claim; (ii) allow the indemnifying Party to control the defense and settlement; and (iii) reasonably cooperate in the defense. The indemnified Party may participate at its own expense through counsel of its choice. WebMD Ignite may not settle any claim without the indemnified Party's prior written consent if it (a) adversely affects the indemnified Party's rights, (b) admits liability on its behalf, or (c) requires it to pay monetary damages. This section is the exclusive remedy for indemnifiable claims.

VI. Infringement Remedy. If a WebMD Ignite Solution becomes, or WebMD Ignite reasonably determines it is likely to become, the subject of a third-party intellectual property infringement claim, WebMD Ignite may, at its expense and discretion: (i) procure Client's right to continue using the affected WebMD Ignite Solution; (ii) modify or replace it with a substantially equivalent non-infringing version; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the applicable portion of the Ordering Document and refund prepaid fees for the remaining term.

VII. Limitation of Liability. Neither Party shall be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or related to this Agreement. In addition, neither Party's total aggregate liability, regardless of the theory of liability, shall exceed seven



hundred and fifty thousand dollars (\$750,000). . These limitations do not apply to either Party's indemnification obligations.

VIII. Business Associate Agreement Liability. Notwithstanding anything to the contrary herein, any indemnification obligations or limitations of liability for claims arising under a Business Associate Agreement (“BAA”) between the Parties shall be governed exclusively by the terms of the BAA.

MISCELLANEOUS

IX. Subcontracting. WebMD Ignite may subcontract its obligations, including to an Affiliate, but remains responsible for the performance of such subcontractor or Affiliate.

X. Assignment. Neither Party may assign this Agreement without prior written consent, except to an Affiliate or as part of a merger, acquisition, change of control, reorganization, or sale of all or substantially all of its assets, provided that WebMD Ignite provides Client with ten (10) days' prior written notice of such assignment and Client has the right to terminate this Agreement, if required by applicable law. Any permitted assignment of this Agreement shall include all associated Ordering Documents, statements of work, addenda, and related agreements between the Parties, including any business associate agreement, unless otherwise agreed in writing.

XI. [RESERVED]

XII. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. The state and federal courts in San Bernardino County, California, have exclusive jurisdiction, and each Party waives objections, including *forum non conveniens*.

This Agreement, including any exhibits, schedules, and Ordering Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, between Client and WebMD Ignite or any WebMD Ignite Affiliate to the extent they relate to the same products or services provided under this Agreement. No modification, amendment, or waiver of this Agreement will be effective unless in writing and signed by both Parties.

[SIGNATURE ON NEXT PAGE]



This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

The Parties have executed this Agreement as of the Effective Date.

MERCURY HEALTHCARE, INC. DBA WEBMD IGNITE

By: _____
Name: Ann Bilyew
Title: President
Date: _____

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

By: _____
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: _____

EXHIBIT 1
WEBMD IGNITE STANDARD TERMS

The following WebMD Ignite Standard Terms are fixed and not subject to modification. While they govern the Agreement as a whole, certain provisions apply only to specific WebMD Ignite Solutions.

PARTIES AND RESPONSIBILITIES

1. **Affiliates.** WebMD Ignite’s obligations hereunder may be performed by one or more Affiliates. WebMD Ignite shall be responsible for their acts, omissions, and performance.
2. **Associated Entities.** If permitted in an applicable Ordering Document, WebMD Ignite Solutions may be provided to Client’s Affiliates, affiliated facilities, EHR-connected providers, or other such entities (“**Associated Entities**”). Associated Entities may not sublicense WebMD Ignite Solutions. Client is responsible for the acts and omissions of Associated Entities and shall ensure their compliance with Client’s obligations under this Agreement. All representations and warranties made by Client extend to Associated Entities, and Client’s indemnification obligations apply to claims asserted by Associated Entities.
3. **Business Associate Agreement.** In accordance with 45 C.F.R. §§ 164.502 and 164.504, if Client is a Covered Entity providing Protected Health Information to WebMD Ignite in connection with WebMD Ignite Solutions, the Parties will execute a BAA prior to such exchange. Such BAA is incorporated by reference herein. Client is responsible for ensuring that such BAA is executed prior to any disclosure of Protected Health Information to WebMD Ignite, and WebMD Ignite shall not be liable for any unauthorized disclosure or use of Protected Health Information resulting from Client’s failure to comply with this obligation.
4. **Independent Contractors.** The Parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between them. Neither Party has authority to bind or act on behalf of the other.
5. **Client Cooperation.** Client shall promptly respond to WebMD Ignite’s reasonable requests for information, approvals, and access to Client Materials necessary to provide WebMD Ignite Solutions and shall participate in planning and strategy meetings as reasonably necessary. Client shall ensure that provided Client Materials are materially complete and accurate. WebMD Ignite will not be liable for delays, costs, or losses resulting from Client’s failure to provide required information or from errors or omissions in Client Materials.

RIGHTS AND LICENSES

6. **Rights in WebMD Ignite Solutions.**
 - a. Unless otherwise stated in this Agreement or an Ordering Document, WebMD Ignite and its licensors retain all rights, title, and interest in WebMD Ignite Solutions, including Content, Marketing Materials, Products, and related software, technology, and intellectual property.
 - b. WebMD Ignite retains all rights, title, and interest in any inventions, innovations, or improvements it develops in connection with its performance hereunder. WebMD Ignite may use any feedback, suggestions, or recommendations provided by Client regarding WebMD Ignite Solutions to improve or develop its offerings, with no obligations to Client.

- c. WebMD Ignite grants Client a limited, revocable, non-exclusive, and non-transferable license to use WebMD Ignite's trademarks, trade names, service marks, and logos ("**WebMD Ignite Marks**") (i) in accordance with this Agreement and any provided trademark guidelines and (ii) for marketing and providing WebMD Ignite Solutions to Authorized Users with WebMD Ignite's prior approval. With respect to WebMD Ignite Marks, Client shall not (i) imply unauthorized affiliation, (ii) use them in a disparaging, misleading, or dilutive manner, (iii) display them on sites with illegal, infringing, or objectionable content, (iv) modify or distort them, or (v) attempt to register or claim any rights in them. All goodwill in WebMD Ignite Marks belongs to WebMD Ignite, and Client agrees to modify its use upon request.
7. **License Grant to Content and Products.** During the term of an applicable Ordering Document, WebMD Ignite grants Client a limited, non-exclusive, non-transferable license to use listed Content and Products. Client may permit Authorized Users to access, use, and display Content through applicable Products or other designated mechanisms.
8. **Content Modifications.**
- a. Client may modify specified portions of Content for parsing, deleting, reorganizing, formatting, localization, technical integration, or personalization ("**Modifications**"), but may not alter the substantive content, remove branding, or compromise Content integrity. Unless otherwise permitted herein or in an applicable Ordering Document, Client may not modify or create derivative works of Content.
 - b. Client retains all rights, title, and interest in its Modifications, exclusive of the underlying Content. Client assumes all liability for its Modifications. WebMD Ignite is not responsible for updating modified Content, and any prior accreditation may no longer apply.
9. **License Grant to Marketing Materials.**
- a. During the term of an applicable Ordering Document, and as set forth therein, WebMD Ignite grants Client a limited, non-exclusive, non-transferable license to access and use Marketing Materials for (i) its marketing and communications programs, including email campaigns to consenting patients and web content personalization for patients or potential patients on Client's sites; and/or (ii) enhancing, analyzing, or matching its marketing data.
 - b. Client may engage a third party to support its permitted use of Marketing Materials, provided that Client enters into a written agreement that requires such party to: (i) limit its use of Marketing Materials to providing services for Client; (ii) maintain the confidentiality of Marketing Materials; (iii) implement reasonable access controls to prevent unauthorized disclosure and notify Client of any security breaches; (iv) comply with all applicable laws in connection with its use of Marketing Materials; and (v) maintain reasonable records of transmissions of Marketing Materials (a "**Permitted Service Provider**"). Client remains responsible for the acts and omissions of its Permitted Service Providers.
 - c. Unless otherwise permitted herein or in an applicable Ordering Document, Client shall not: (i) use Marketing Materials for individual reference services, skip tracing, record verification, any purpose regulated under the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), or automated eligibility determinations; (ii) disclose Marketing Materials to any third party; (iii) modify, develop, create derivative works from, or reverse engineer Marketing Materials; (iv) retain, reuse, or distribute Marketing Materials beyond the permitted term; (v) combine Marketing Materials with third-party

data sources; (vi) create models using Marketing Materials unless incorporating at least three (3) other variables and ensuring no one-to-one correlation with the Marketing Materials; or (vii) indicate that any information other than recipient name and address is derived from Marketing Materials.

- d. Marketing Materials shall be used in accordance with industry standards. Client is responsible for subscribing to applicable do-not-call lists and agrees to use mail or telephone suppression lists provided by WebMD Ignite.
- e. To the extent Client's use of the Marketing Materials results in Client's permanent retention of information about a consumer (rather than access on a rental or temporary basis), and such information originates from a third party, the Parties agree that such retention shall be deemed a sale of the information by the third party to Client. WebMD Ignite acts solely as an agent or intermediary in facilitating such transactions and does not act as the seller of such information.

10. Rights in Client Materials. Client grants WebMD Ignite a non-exclusive, royalty-free, revocable license to use, reproduce, modify, and distribute Client Materials as necessary to provide WebMD Ignite Solutions to Client. WebMD Ignite acquires no ownership or other rights in Client Materials beyond what is required to perform its obligations under this Agreement.

11. No Work for Hire. This Agreement does not create a work-for-hire arrangement. WebMD Ignite retains all rights, title, and interest in WebMD Ignite Solutions, including any updates, modifications, or derivative works created by or on behalf of WebMD Ignite. No rights or licenses are granted to Client except as otherwise provided herein, or in an Ordering Document.

USE AND ACCESS RESTRICTIONS

12. Authorized Users. Client is responsible for all acts and omissions of Authorized Users regarding WebMD Ignite Solutions.

13. Content Use Permissions and Restrictions.

- a. Subject to the terms of this Agreement and any applicable Ordering Document, Client may display the Content on Client's hosted website or Client-controlled third-party social media platforms, including, but not limited to, X®, Instagram®, Facebook®, and Pinterest®. Client may also distribute Content through email, newsletters, and blogs.
- b. Client shall not: (i) use Content separately from the applicable WebMD Ignite Solutions; (ii) display or use Content without required disclaimers, WebMD Ignite Marks, and copyright notices; (iii) reverse engineer, decompile, or attempt to discover any source code; (iv) modify, translate, or create derivative works of the Content, including through the use of AI, large language models, or similar technologies; (v) embed Content in Client or third-party software or applications; (vi) grant or facilitate unauthorized access to the Content; (vii) use the Content to develop, train, or enhance any AI, large language model, or similar technology; (viii) use Content on any revenue-generating channel on YouTube®, Vimeo®, or other video-sharing platforms; (ix) use or distribute photographic images embedded in the Content separately from the Content in which they are embedded; or (x) use the Content for the benefit of any third party not authorized under this Agreement.

14. Artificial Intelligence. No WebMD Ignite Solution or Content may be used in connection with any AI, large language models, or similar technologies ("AI") to: (i) develop, train, or enhance any AI; or (ii) modify, translate, or create derivative works.

15. **Third-Party Materials.** WebMD Ignite Content or Marketing Materials may include content or materials licensed from third parties (“**Third-Party Materials**”), which may be subject to additional restrictions. WebMD Ignite may modify, restrict, or discontinue any Third-Party Materials to comply with licensor requirements, and Client may be required to cease use or remove such materials. WebMD Ignite will use commercially reasonable efforts to provide advance notice and assistance. If the removal of Third-Party Materials substantially impairs the functionality of a WebMD Ignite Solution, the Parties will negotiate an equitable fee adjustment.
16. **Access Credentials.** If access to a WebMD Ignite Solution requires a security key, token, password, or other credential (“**Key**”), Client may use only the Key issued by WebMD Ignite. Unless permitted in an Ordering Document, Client may not disclose its Keys or use them with any other WebMD Ignite Solution. Client must keep its Keys confidential and secure and is fully liable for any use, whether by Client or a third party.

PERFORMANCE AND SERVICE DELIVERY

17. **Performance.** WebMD Ignite will provide only the Services specified in an Ordering Document and retains control over the means and method of provision.
18. **Content Hosting.** Unless otherwise stated in this Agreement or an applicable Ordering Document: WebMD Ignite is responsible for the setup, configuration, and hosting of applicable Content via a designated URL, mobile application, FTP site, or API call (“**Hosting Services**”), including procuring and maintaining the necessary physical equipment and software. Client acknowledges that it has no property interest in the equipment or software used for Hosting Services. Client is responsible for providing and maintaining all necessary hardware, software, internet connections, and related costs required to access Content.
19. **Updates.** WebMD Ignite may update WebMD Ignite Solutions at its discretion. Any base functionality enhancements will be available without added fees, but premium services may incur additional charges. Client shall, unless otherwise permitted (i) use only the then-current version of WebMD Ignite Solutions, (ii) implement all updates to WebMD Ignite Solutions within the reasonable timeline set by WebMD Ignite, and (iii) promptly delete or permanently remove all outdated versions of WebMD Ignite Solutions from its systems, sites, and software, including all prior versions under its possession or control.
20. **Service Level Agreements.** For certain WebMD Ignite Solutions, WebMD Ignite may offer a service level agreement (“**SLA**”) that defines expected levels of availability, support response times, or other performance metrics. If an SLA applies, it will be provided upon request or referenced in the applicable Ordering Document and will govern WebMD Ignite’s performance obligations for the corresponding WebMD Ignite Solution. No SLA will apply unless expressly provided by WebMD Ignite.

COMPLIANCE AND LEGAL OBLIGATIONS

21. **Client Compliance.** Client shall comply with all applicable laws, including those governing intellectual property, privacy, marketing, and consumer protection. Client shall not: (i) use WebMD Ignite Solutions in a way that infringes third-party rights; (ii) export or transfer WebMD Ignite Solutions in violation of export control laws; or (iii) engage in any fraudulent, deceptive, unlawful, or misleading activities involving WebMD Ignite Solutions. Client is solely responsible for ensuring compliance and obtaining any required consent or approval.

22. Suspension. WebMD Ignite reserves the right to suspend or remove Client Materials from applicable WebMD Ignite Solutions or modify any WebMD Ignite Solution if reasonably necessary to comply with applicable laws or regulations.

LIABILITY AND RISK ALLOCATION

23. Disclaimer.

- a. Certain WebMD Ignite Solutions support but do not replace professional medical advice, diagnosis, or treatment. They are for informational purposes only and should not be solely relied upon for clinical decisions. WebMD Ignite makes reasonable efforts to ensure the accuracy and reliability of WebMD Ignite Solutions; however, Client understands that medical and scientific knowledge evolves, and information contained within certain WebMD Ignite Solutions may become outdated or incomplete due to new research, findings, or clinical guidelines. Accordingly, WebMD Ignite does not guarantee that WebMD Ignite Solutions will always be current, accurate, or complete.
- b. To the fullest extent permitted by applicable law, WebMD Ignite, its licensors, and its respective officers, employees, and agents will not be liable for (i) interruptions, delays, or unavailability of WebMD Ignite Solutions, except to the extent caused by WebMD Ignite's failure to use commercially reasonable efforts to restore service; (ii) reliance on or use of WebMD Ignite Solutions in a manner inconsistent with their intended purpose; or (iii) inaccuracies or omissions in WebMD Ignite Solutions, except to the extent WebMD Ignite fails to use commercially reasonable efforts to maintain accuracy and update information when necessary.
- c. WebMD Ignite does not warrant that the WebMD Ignite Solutions will be error-free, uninterrupted, or meet Client's specific requirements or intended outcomes. Except as expressly stated in this Agreement, the WebMD Ignite Solutions are provided "as is" and without any express or implied warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

24. Equitable Relief. Client acknowledges that unauthorized use, disclosure, or distribution of WebMD Ignite Solutions may cause irreparable harm to WebMD Ignite, for which monetary damages are inadequate. Accordingly, WebMD Ignite may seek injunctive or other equitable relief without posting a bond or proving actual damages, in addition to its other legal and equitable remedies.

25. Force Majeure. Neither Party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war or incursion, pandemics, government actions, labor disputes, supply chain disruptions, or internet or telecommunications failures (each, a "**Force Majeure Event**"). The affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. Performance obligations shall be suspended for the duration of the Force Majeure Event, except that financial obligations due before the event remain payable. If the event continues for more than 30 days, either Party may terminate this Agreement upon written notice.

CONFIDENTIALITY AND SECURITY

26. Confidentiality. Each Party shall protect the other's Confidential Information with commercially reasonable care. Confidential Information may only be used for purposes of this Agreement and disclosed solely to employees, agents, or contractors with a need to know, subject to equivalent confidentiality obligations. These restrictions do not apply to information that is publicly available,

lawfully received from a third party, independently developed, or required to be disclosed by law, provided the disclosing Party is notified and given the opportunity to seek protection. In the event of such disclosure, it shall be solely to the extent required by law.

27. **Data Residency.** WebMD Ignite shall not transmit, store, or access Protected Health Information outside the United States. WebMD Ignite may use personnel or resources located outside the United States to support the provision of services, provided that any such use does not involve the transmission, storage, or access of Protected Health Information.

MISCELLANEOUS

28. **Order of Precedence.** In the event of a conflict between one or more Agreement documents, the order of precedence, as applicable, shall be the (i) BAA; (ii) Ordering Document; (iii) Primary Terms; (iv) WebMD Ignite Solution-Specific Terms; and (v) WebMD Ignite Standard Terms.
29. **No Third-Party Beneficiaries.** This Agreement benefits only WebMD Ignite and Client. No third party, including Associated Entities, Authorized Users, or Permitted Service Providers, has rights to enforce its terms.
30. **Severability.** If any provision of this Agreement is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, it shall be severed, and the remainder of the Agreement shall remain in full force and effect.
31. **Survival.** Provisions that by their nature extend beyond termination, including confidentiality, indemnification, and limitations of liability, shall survive termination or expiration of this Agreement.
32. **Waiver.** No waiver of any breach of this Agreement constitutes a waiver of any prior, concurrent, or future breach. A waiver is only effective if in writing and signed by the waiving Party. Failure or delay in exercising any right, remedy, or power under this Agreement does not constitute a waiver, nor does partial exercise preclude further exercise of any rights.
33. **Notices.** All notices, requests, consents, and other communications under this Agreement (“**Notices**”) must be in writing and delivered by (i) overnight courier, (ii) certified or registered mail (return receipt requested), or (iii) email (except for breach, termination, or indemnification notices). Notices are deemed given upon receipt or, if mailed, three (3) business days after posting. Notices to Client shall be sent to the address and contact provided in an applicable Ordering Document. Notices to WebMD Ignite shall be sent to the address below:
- WebMD Ignite
283–299 Market Street
2 Gateway Center, 4th Floor
Newark, NJ 07102
Attn: Legal Department
with a copy to: igsalesupport@webmd.net and legal@webmd.net

EXHIBIT 2
WEBMD IGNITE SOLUTION-SPECIFIC TERMS

The following terms apply only to the extent the relevant WebMD Ignite Solutions are listed in the applicable Ordering Document. These terms are fixed and not subject to modification.

1. **Advertising Inventory.** For any products or services involving the placement of advertising or the purchase of media inventory, the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys (Version 3.0) apply, as modified by the applicable Ordering Document. If there is a conflict between the IAB/AAAA terms and this Agreement, this Agreement governs.
2. **Hosted Consumer-Facing Solutions.**
 - a. “**Hosted Consumer-Facing Solutions**” means web-based Products developed, hosted, and managed by WebMD Ignite for use by Client’s End Users, including but not limited to HealthHub, DX Engine, HealthAdvisor, Campaign Sites, Edge, and HealthPrints Engage.
 - b. Client shall provide links to its privacy policy and terms of use (“**Client Policies**”) for incorporation into each Hosted Consumer-Facing Solution. Data collected through any such solution shall be governed by the Client Policies. Client represents and warrants that its Client Policies contain all terms, notices, and consents necessary to permit WebMD Ignite to collect, use, and disclose end user information as required under this Agreement.
 - c. If Client deploys its own tracking, analytics, or similar technologies within a Hosted Consumer-Facing Solution, Client is solely responsible for compliance with applicable privacy laws. If WebMD Ignite reasonably determines that Client’s deployment of such technologies results in the unauthorized collection or disclosure of PHI, WebMD Ignite may suspend the affected solution upon written notice. Suspension remains in effect until resolved to WebMD Ignite’s reasonable satisfaction, and Client remains responsible for applicable fees during suspension. WebMD Ignite is not responsible for any impact to search engine optimization (SEO), page performance, or functionality resulting from Client’s deployment of such technologies. Client acknowledges that such deployment is at its own risk and may affect technical performance or discoverability of the hosted product.
 - d. Client acknowledges that forms created by Client may not guarantee secure transmission or storage with third-party systems, and WebMD Ignite disclaims responsibility for content entered into such forms.
 - e. If a Hosted Consumer-Facing Solution involves, or could involve, the collection or processing of PHI, the Parties must execute a Business Associate Agreement prior to deployment.
3. **Marketing Enablement Services.**
 - a. WebMD Ignite provides hosted platforms and data tools supporting audience targeting, campaign activation, CRM, and related functions, including CRM solutions, the Ignite Growth Platform, and Data as a Service (“**Marketing Enablement Services**”). Subject to this Agreement, Client receives a non-exclusive, non-transferable, non-sublicensable license to use Service Outputs generated through Marketing Enablement Services solely in connection with its authorized use of Marketing Enablement Services or other licensed WebMD Ignite services.
 - b. Upon termination, Client shall (i) discontinue use of all Marketing Materials containing data from third parties (“**Third-Party Data**”); and (ii) within thirty (30) days, destroy all Third-Party Data and

certify destruction to WebMD Ignite. Client may retain contact information of individuals from Third-Party Data who respond to Client campaigns and whose information is incorporated into Client's own customer or prospect records.

- c. Client represents and warrants that: (i) if using native authentication, it will enable multi-factor authentication; and (ii) if implementing its own single sign-on, that it will enforce multi-factor authentication.

4. **Professional Services.**

- a. WebMD Ignite may provide non-recurring, project-based services requested by Client, including implementation, configuration, integration, training, or related services (“**Professional Services**”). Service Outputs generated through Professional Services remain the property of WebMD Ignite or its licensors, subject to the license below.
- b. Subject to the terms of this Agreement, WebMD Ignite grants Client a non-exclusive, non-transferable, non-sublicensable license to use Service Outputs generated through Professional Services solely for Client's internal business purposes and, if applicable, in connection with other WebMD Ignite Solutions licensed by Client.
- c. If WebMD Ignite delivers custom work product at Client's request that does not incorporate WebMD Ignite's pre-existing IP, tools, or methodologies (“**Custom Deliverables**”), Client owns those Custom Deliverables. WebMD Ignite retains ownership of any embedded IP and grants Client a perpetual, non-exclusive license to use such embedded IP solely as necessary to use the Custom Deliverables for internal business purposes.
- d. Client shall reimburse WebMD Ignite for all reasonable out-of-pocket expenses incurred in providing Professional Services. WebMD Ignite will provide documentation upon reasonable request.
- e. Unless otherwise agreed, Professional Services will be detailed in an Ordering Document specifying scope, fees, and timing. Neither party is obligated to perform or purchase Professional Services except as expressly agreed in such Ordering Document.

- 5. **SMS Messaging Compliance.** If Client uses WebMD Ignite-facilitated SMS messaging, Client is solely responsible for obtaining all legally required consents before sending messages to End Users. The required consent may vary by content and purpose, and changes to either may require new consent. Client's compliance with this Section is part of its broader compliance and indemnification obligations under this Agreement.