

Revised: July 16, 2015

**AMWELL SERVICE
PROVIDER SUBSCRIPTION AGREEMENT**

Welcome to the AmWell Exchange Service (the “Service”), which is owned and operated by American Well Corporation, a Delaware corporation with offices at 75 State Street, 26th Floor, Boston, Massachusetts 02109 (“American Well”). To participate as a healthcare provider in the Service you must agree to be bound by all of the terms of this Provider Subscription Agreement (“Agreement”). If you do not agree to these terms and conditions, you are not authorized to access or use the Service.

TERMS OF USE

Prior to enrolling, you will be required to agree to the terms of use for the Service. Your use of the Service is contingent upon your acceptance of, and compliance with, these terms of use, which are incorporated herein by reference.

FEES

There is a \$7.50 administrative fee per consult charged by American Well. This fee includes malpractice insurance (see below for details).

When you use the Service with your own patients for a scheduled consultation, you determine the amount to collect via credit card for each consult. For example, you may wish to charge only the patient’s co-pay via credit card through our system, and then submit the remainder as a claim to their insurance carrier.

When you use the Service to see patients (whether existing or new) for on-demand/immediate consultations, you will charge the patient in accordance with the fee table set below:

| Specialty | Patient payment |
|------------------------------|------------------------|
| Primary Care (~10 mins) | \$49 |
| Pediatrician (~10 mins) | \$49 |
| LCSW (45 mins) | \$79 |
| Psychologist (45 mins) | \$95 |
| Dermatologist (~10 mins) | \$59 |
| Other specialties (~10 mins) | \$59 |

In both cases (scheduled and on-demand), American Well will act as your billing agent and collect the amount paid by your patient via credit card, deduct the \$7.50 administrative fee and provide you with the balance via direct deposit into your bank account each Friday. We will collect your bank account number and routing number as part of the enrollment process in order to deposit these funds into your account.

As part of this service you are provided with malpractice insurance for this consult in the amount of \$1 million per each incident, \$3 million annual aggregate in consideration of the payment of your administrative fee to American Well.

BUSINESS ASSOCIATE AGREEMENT

By providing you with access to the Service, American Well may be acting as a Business Associate (as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services. By accepting this Provider Subscription Agreement, you are hereby acknowledging you have reviewed and accept the terms of the Business Associate Agreement between you and American Well set forth in Exhibit A hereto.

MISCELLANEOUS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole Agreement between you and American Well relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or American Well. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by American Well of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) supplements and is made a part of the Terms of Use (the “Underlying Agreement”) by and between the individual medical provider who is signatory to such Terms of Use (“Covered Entity”) and American Well Corporation (“Business Associate”) (each a “Party” and collectively, the “Parties”) and is effective as of the effective date of the Underlying Agreement (the “Effective Date”).

WITNESSETH:

WHEREAS, in connection with the Underlying Agreement, Business Associate may create, receive, maintain or transmit on behalf of Covered Entity, or otherwise receive from Covered Entity, certain Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with: (i) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (collectively, “HIPAA”) and the privacy, security and breach notification regulations promulgated thereunder, as amended from time to time (collectively, the “HIPAA Regulations”), (ii) the Commonwealth of Massachusetts law related to security breaches at Massachusetts General Laws, Chapter 93H and 201 C.M.R. 17.00 (the “Massachusetts Confidentiality Law”), and (iii) other applicable laws; and

WHEREAS, the purpose of this Agreement is to set forth the requirements necessary to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Regulations.

B. Purpose for which Business Associate May Use or Disclose PHI. The Parties hereby agree that except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function, activity or service for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Regulations if done by Covered Entity.

C. Business Associate Obligations. Business Associate covenants and agrees that it shall:

(1) Not use or further disclose PHI other than as permitted or required under this Agreement or as required by applicable law or regulation.

(2) Implement the administrative, physical and technical safeguards set forth in 45 C.F.R § 164.302-318 and otherwise reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Agreement.

(3) Use appropriate safeguards to maintain the security of and prevent unauthorized access, use and disclosure of Covered Entity's PHI. Such safeguards will include a written information security program.

(4) Require any of its Subcontractors or other third parties with which Business Associate does business that are provided PHI or electronic PHI on behalf of Covered Entity, to agree, in writing, to adhere to the same restrictions and conditions on the use and disclosure of PHI that apply to Business Associate under this Agreement.

(5) To the extent Business Associate maintains PHI in a Designated Record Set, make available to Covered Entity upon written request from Covered Entity, such information as is necessary to fulfill Covered Entity's obligations to provide PHI: (a) pursuant to an Individual's right to obtain a copy of his or her PHI under 45 C.F.R. § 164.524(a); (b) that may be related to an Individual's right to amend his or her PHI under 45 C.F.R. § 164.526; and (c) that may be required to provide an accounting of disclosures pursuant to 45 C.F.R. § 164.528. In the event of a request by an individual directly to Business Associate for an accounting, Business Associate will provide such an accounting in accordance with regulations and standards adopted by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"). Business Associate shall also, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

(6) Make available to the Secretary all internal practices, books and records relating to the use and disclosure of PHI received from, or created by, Business Associate on behalf of Covered Entity, for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Regulations. The Parties' respective rights and obligations under this Section C(6) shall survive the termination of the Underlying Agreement.

(7) During the term of the Underlying Agreement, notify Covered Entity of any Breach of Unsecured PHI. Notice will include the identification of each individual

whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during such Breach and other information necessary for Covered Entity to fulfill any Breach notification obligations.

(8) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary, in Business Associate's judgment, to perform or fulfill a specific function required or permitted by this Agreement.

(9) Business Associate shall not receive remuneration directly or indirectly in exchange for PHI. Without limiting the generality of the foregoing, this provision shall not prohibit payment by Covered Entity for services provided by Business Associate pursuant to the Underlying Agreement.

(10) Business Associate shall not use or disclose PHI for fundraising or for marketing purposes unless such use or disclosure is pursuant to the Underlying Agreement or another written agreement that does not violate HIPAA.

D. Permitted Uses and Disclosures. Business Associate agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Underlying Agreement or this Agreement. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, Business Associate may:

(1) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.

(2) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

(3) Use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

E. Termination. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Business Associate agrees that the Underlying Agreement may be terminated by Covered Entity should Covered Entity determine that Business Associate has violated a material term of this Agreement.

Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Covered Entity agrees that the Underlying Agreement may be terminated by Business Associate should Business Associate determine that Covered Entity has violated a material term of this Agreement.

G. Return or Destruction of PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, if feasible, Business Associate shall return to Covered Entity or destroy in accordance with standards promulgated by the Secretary, any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form. Should the return or destruction of the PHI be determined by Business Associate, in its sole discretion, to be infeasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

H. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Specifically, the parties acknowledge and agree that the January 25, 2013 U.S. Department of Health and Human Services final rule entitled, "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act" (the "HIPAA Omnibus Rule") imposes new requirements on business associates with respect to privacy, security and Breach notification. The HIPAA Omnibus Rule provisions applicable to business associates are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety and will become effective upon their respective effective dates. Upon either Party's request, the other Party agrees to promptly to enter into negotiations concerning the terms of any amendment to this Agreement as may be necessary to comply with applicable law.

I. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Termination. This Agreement shall expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section G. The Parties agree that Sections B, C and D of this Agreement shall survive the termination or expiration of the Underlying Agreement.