

AMWELL GROUP PRACTICE AGREEMENT

This Amwell Group Practice Agreement (“**Agreement**”) is a binding document between you (meaning the individual person or the entity that the individual represents that has obtained the Service (as defined below)) (“**You**” or the “**Customer**”) and American Well Corporation, a Delaware corporation with a principal place of business at 75 State Street, 26th Floor, Boston, Massachusetts 02109 (“**American Well**”). If you desire additional detail, you should read and understand the detailed terms governing your use of the Service below.

The Amwell Group Practice Service, a web-based telehealth communications service available on www.amwell.com (the “**Service**”), allows your contracted and employed health care providers (“**Providers**”), to deliver health services to your Providers’ existing and authorized patients (collectively, “**Patients**”) via a synchronous online consultation (“**Consultation**”).

By clicking on the “**Agree**” button at the end of this Agreement, or authorizing any other person to do so, you are representing to American Well that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement. If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the “**Cancel**” button at the end of this Agreement. American Well reserves the right to change or modify the terms and conditions set forth herein at any time and in its sole discretion. Any changes will be effective immediately upon posting them to the American Well website and you waive any right you may have to receive specific notice of such modifications. Your continued use of the Services will confirm your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Services

Acceptance of Service	Subject to the acceptance by your Providers of the American Well Terms of Use, in substantially the form set forth on www.americanwell.com/public/docs/Form_of_Terms_of_Use.pdf , and payment of all applicable fees, American Well will make available the Service to allow you to provide health services to Patients in all states where you are licensed.
Service Description	<p>The Service allows access you to use Amwell's HIPAA compliant, telehealth platform ("Amwell") to offer Consultations to your Patients.</p> <p>Access: The Service is accessible to Patients online (www.amwell.com), by telephone, or by downloading the Amwell mobile app (iOS or Android). The Service is accessible to Providers through the American Well for Clinicians iOS mobile app or online (www.amwell.com).</p> <p>Technology: Consultations may be comprised of live video (teleconference), phone, secure text chat or secure mail. During the Consultation, the Provider can take notes, diagnose the Patient, and prescribe medication, if appropriate. The Provider can also review the patient’s health history and any images or attachments that the Patient has attached. All of the information is recorded in a visit summary, which is saved in the Patient’s Amwell account and made available to the Patient and Provider. Visit summaries can be exported in industry-standard formats (e.g., CCR/CCD) to share with other providers or incorporate into an existing EHR to promote continuity of care.</p> <p>Telehealth Visits:</p>

	<p>Under the Service, Providers have the ability to schedule visits with Patients through the Amwell platform. Providers can determine the amount to collect via credit card for each Consultation. 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. The Provider will enter CPT and diagnosis code as part of the Patient encounter, which can be used to facilitate claim creation outside of the Service.</p> <p>At the Customer's request, American Well has the ability to facilitate 270/271 eligibility checks through the Service. Payers available for eligibility transactions may change, and are determined solely based on American Well's offering through a clearinghouse service.</p> <p>Practice Operations: Customer will have access to an administrative console and a standard set of reports.</p>
<p>Service Fees</p>	<p>The fee for using the Service is:</p> <p>\$500 per month flat fee for up to five Providers; and \$100 per month per Provider for each additional Provider over five</p> <p>Monthly pricing will be at the same rate for all Providers based on the number of Providers enrolled in the Service at the beginning of each month. Pricing will be adjusted as necessary as additional Providers are added to the Service.</p> <p>All Service Fees will be invoiced and payable in advance on a monthly basis. American Well will bill you \$500 on the next monthly billing cycle starting 30 days after the Effective Date regardless of how many Providers you make available on such date. There will be no refunds in the event this Agreement is terminated prior to the end of a monthly billing cycle.</p>
<p>Term; Termination for Convenience</p>	<p>The term of the Agreement will be one (1) year from the date of your acceptance of the terms here, and with renew for additional one (1) year terms unless terminated. However, either party may terminate this Agreement at any time by providing the other party with notice of its intent to do the same. There are no refunds for partial months used.</p>
<p>Support and Maintenance</p>	<p>During the Term, American Well shall provide all required support and maintenance for the Service. Customer will not need to manage, host or support the Service.</p>
<p>Implementation</p>	<p>American Well will provide the following implementation services at no cost:</p> <p>Practice Setup: Up to 2 hours of services to set up one (1) Group Practice, which includes:</p> <ul style="list-style-type: none"> • Practice logo and practice image (provided by Customer) • Practice description/welcome message copy (provided by Customer) • Set pricing • Standard EDI configuration for 270/271 transactions (for connected Amwell payers) • Group Service Key and URL • Account for each Provider; Customer to customize Provider profiles <p>Training:</p> <ul style="list-style-type: none"> • Access to our online training tools will be provided for no additional fee <p>Communications:</p> <ul style="list-style-type: none"> • Standard communication materials in electronic format for patient engagement will be provided for no additional fee • Additional communications support can be provided for \$200 per hour <p>Clinical Tools</p> <ul style="list-style-type: none"> • Apple Health Data Import for iOS8 • Healthwise® Knowledgebase

	<ul style="list-style-type: none"> • Surescripts (eRx, Med history, Formulary) • Note that clinical tools are subject to change at American Well’s discretion. <p>Additional requested marketing services will be addressed, based upon needs, through separate statements of work and priced based on a time and materials rate of \$200 per hour. In addition, remote training for your Providers is available at a cost of \$500 per Provider. The training to be performed will be set forth in a statement of work and includes a 30 minute 1-1 for each Provider.</p>
Indemnity	<p>By signing this Agreement, you hereby agree to indemnify and hold American Well harmless from any and all claims and damages related to your use of the Service or the use of the Service by your Providers, including without limitation for all medical malpractice claims which may be brought by Patients.</p>
Business Associate Agreement	<p>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 Agreement, you are hereby accepting the terms of the Business Associate Agreement between you and American Well set forth in Exhibit A hereto.</p>
Miscellaneous	<p>The failure on the part of either Party to exercise any right or remedy will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any breach will be deemed to imply or constitute a waiver of any other breach, whether of a similar nature or otherwise. Notices and other communications required or permitted under this Agreement will be in writing and will be sufficiently given if: (i) delivered personally, (ii) mailed by certified or registered mail return receipt requested, postage prepaid, or (iii) sent by overnight guaranteed delivery service, and addressed to the Party’s name, contact person, and address as set forth above or to such other address or addressee as either party may from time to time designate to the other by written notice. Any such notice or other communication will be deemed to be given as of the date it is delivered to the recipient. Email notices will not be effective. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired. This Agreement will be binding upon and inure to the benefit of the respective successors of each party. Neither party may assign or otherwise transfer this Agreement, in whole or in part; except that American Well may assign this Agreement without consent to an affiliate or in conjunction with a corporate reorganization, merger or sale of substantially all of its assets. Each party is an independent contractor and nothing herein will be deemed to constitute the parties as partners, agents or joint ventures. This Agreement embodies the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. This Agreement may be executed in duplicate and either copy or both copies are considered originals. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity will be a direct or indirect beneficiary of, or will have any direct or indirect cause of action or claim in connection with this Agreement.</p>

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) supplements and is made a part of the Amwell Group Practice Agreement (the “Underlying Agreement”) by and between Customer (“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.