**Other Master Terms**

7. Independent Contractor

IndividuALLytics® is an independent contractor of Provider, and neither IndividuALLytics nor its Medical Director or IndividuALLytics’ members of the Care Team are employees, agents, or partners of Provider. Neither party has authority to create obligations for the other except as explicitly described herein for the purpose of providing medical and related care to Participating Patients.

8. Dispute Resolution

1. Required Virtual Mediation prior to Virtual Arbitration. Any unresolved dispute or controversy arising from or relating to this Agreement shall be mediated by both Parties prior to any party pursuing any other legal or equitable remedy in any other forum whatsoever (the “Mediation”). All such Mediations shall be conducted through the platform provided by New Era ADR, Inc. (https://neweraadr.com/) (the “New Era Platform”) in accordance with its rules and procedures by a professional(s) neutral with substantial experience in mediating and resolving commercial disputes with intellectual property, sales, marketing, business and healthcare law experience (the “Neutral”). The Parties reserve the right to reject Neutral who shall be employed by or affiliated with any competitive organization or entity. The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform. If and only if any such unresolved dispute or controversy arising from or relating to this Agreement is not finally settled through Mediation, such unresolved dispute or controversy shall be finally resolved by binding arbitration through the New Era Platform in accordance with its rules and procedures for Virtual Expedited Arbitrations. The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform.   The Parties will bear costs as provided for under this Agreement or, if silent, in accordance with the rules and procedures of the New Era Platform. The fees for mediation or arbitration shall be shared equally by the parties to the dispute. The 51% or higher prevailing party may be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees and all other expenses) incurred in connection therewith, at the Neutral’s discretion.
2. Injunctive Relief. The parties agree that New Era ADR Inc. and its associated neutral(s) have the power and authority to issue injunctive relief including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions depending on the facts and the circumstances of the case.  A Party seeking injunctive relief must demonstrate that the legal standard under applicable law has been met and no condition contained herein waives the obligation to make such a demonstration.  The Parties agree and acknowledge that they are waiving their right to challenge the proprietary of injunctive relief issued by New Era ADR Inc. and its associated neutrals in a court of law or other judicial forum.
3. Venue. The Parties agree that venue for enforcing the arbitration award shall be within Oakland County in the state of Michigan or appropriate Federal Court.

9. Miscellaneous

1. Neither party may assign this Agreement or any Exhibit, in whole or in part, without the other party’s prior express written consent; provided, however that IndividuALLytics may assign this Agreement or any Exhibit to a successor-in-interest or to a purchaser of substantially all of its assets or equity.
2. The Parties agree to enter into a separate mutual non-disclosure agreement (“NDA”) and a Business Associates Agreement(s) in accordance with the terms as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
3. The Parties expressly agree that IndividuALLytics may employ the data from the Care Management Services for purposes of clinical research and improvements to its proprietary systems and technologies, and IndividuALLytics and Provider shall obtain patient authorization for this use as required by statute.
4. The Parties agree to develop a mutual press release for the community care management collaboration launch, allow each other to share care management collaboration on their respective websites or social sites, and will attempt to track anonymized care and utilization outcomes to periodically report outcomes results to selected journals or magazines (printed and/or online).