

TELADOC SERVICE AGREEMENT



Current Date: _____ Effective Date: _____

Please note: This agreement is not valid unless it is fully executed within 30 days from above Current Date.

Name of contact: _____ Billing contact: _____
Title: _____ Title: _____
Name of Customer _____ Email Address of
Company: _____ Billing Contact: _____
Address: _____ Address: _____

Benefit Intelligence, Inc. ("Benefit Intelligence") has authority under a reseller agreement with Teladoc, Inc. ("Teladoc") to provide Customer with a 24/7 telemedicine program. Customer will be provided with telemedicine services pursuant to the terms and conditions of this agreement and the following exhibits and schedules (collectively, the "Agreement"):

- Exhibit A - Terms and Conditions
Schedule A - Description of Services
Schedule B - Pricing Schedule

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing and dating in the space provided below. Thank you and we look forward to providing you with our telemedicine services.

Acknowledged and Agreed to by Customer:

Acknowledged and Consented by Teladoc Reseller:

Company Name
Signature
Print Name:
Title:
Date:
Address:

GLJ BENEFIT CONSULTANTS, INC.
BENEFIT INTELLIGENCE, INC.
Company Name
Signatures
GARRY L. JOHNSON
CHARLES CARLSON
Print Name:
PRESIDENT
Title:
Date:
4862 EAST BASELINE ROAD, SUITE 101
MESA, ARIZONA 85234
Address:

EXHIBIT A

TERMS AND CONDITIONS

1. SERVICES. Benefit Intelligence, under a reseller agreement with Teladoc, will provide Customer with the Services outlined hereunder. During the Term (as defined below) Teladoc will provide Customer with the telehealth and telemedicine services set forth in the attached Schedule A (“Services”) for use by Customer’s eligible employees and legal dependents (collectively, “Members” as more specifically defined on the attached Schedule B).

2. DUTIES OF THE PARTIES.

TELADOC:

- A. Provide Members with unlimited toll free, no co-pay access to telephone and video (where available) consults. This access shall be available 24 hours per day, 365 days per year.
- B. Promptly answer all calls and, if consult requested, Member will be connected to a licensed physician within the state they are calling from.
- C. Manage and securely maintain a database of participating Member profile information as provided by participating individuals (in an electronic format that is compliant with HIPAA).
- D. Provide utilization reports on an ongoing basis.

BENEFIT INTELLIGENCE:

- A. Manage and securely maintain a member participation census containing Members name, address, date of birth, gender, phone contact number and email address (if email address provided).
- B. Provide utilization reports as received from Teladoc.
- C. Provide electronic marketing material to participating groups to promote understanding and use of Teladoc.
- D. Invoice monthly for the Teladoc Service and maintain secure record of billing and payment information.
- E. Be available to answer questions and address concerns by email or telephone communication.

CUSTOMER:

- A. Promote the use of Teladoc to Members.
- B. Submit to Benefit Intelligence monthly Member enrollment and eligibility information.
- C. Timely make all payments for the Teladoc Service to Benefit Intelligence.

3 PRICING AND PAYMENT. Customer shall pay Benefit Intelligence a per eligible Member per month fee (“PEPM Fee”) as set forth on the attached Schedule B. Benefit Intelligence will invoice Customer on the basis indicated by the Effective Date and Schedule B. All payments will be due upon receipt of invoice. Any payment not received by Benefit Intelligence on or before the due date shall bear interest commencing 30 days after the due date until paid in full at the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law. Any invoice 60 days in arrears will result in suspension of service. Benefit Intelligence reserves the right to change the PEPM Fee and other fee pricing for any future Effective Period upon providing written notice to Customer at least sixty (60) days prior to the expiration of the then current Effective Period.

4 TERM AND TERMINATION. Unless otherwise set forth, this Agreement shall be effective for one (1) year commencing on the Effective Date, and shall automatically renew for additional one-year periods on each anniversary of the Effective Date. Each one-year period of this Agreement (or such shorter or longer period of effectiveness as mutually agreed to in advance and in writing) is referred to as an (“Effective Period”) and collectively all of the Effective Periods of this Agreement are referred to as the (“Term”). Either party may terminate this Agreement by providing a written notice at least thirty (30) days prior to the expiration of the then current Effective Period. Benefit Intelligence may terminate this Agreement upon thirty (30) days written notice to Customer if Customer (i) fails to make any payment to Benefit Intelligence when due and such failure continues for a period of thirty (30) days following written notice of such failure by Benefit Intelligence to Customer; or (ii) breaches any provision of this Agreement and does not cure such breach within thirty (30) days following written notice of such breach. If account has past due balance(s), written requests to terminate will be refused until account is brought current.

5. OWNERSHIP. All materials, including all copyrights, trademarks, logos and other identifying marks (collectively “Materials”) provided by Teladoc are and shall remain the exclusive property of Teladoc. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose other than to promote and/or inform Customer and Members about the Services. Any other web site(s) made available by Teladoc for promotion and/or use of the Services are and shall remain the exclusive property of Teladoc.

6. NON-DISCLOSURE. All Parties agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose the terms and/or conditions of this Agreement or any information provided to the other party with respect to this Agreement or the Services to a third party, without the prior written consent of the other party.

7. REPRESENTATIONS AND WARRANTIES.

- A. Customer represents and warrants that Customer acknowledges (i) the physicians providing the Services, will not treat severe and/or emergency conditions as part of the Services and may recommend that Members visit their primary care physicians, specialists or local facility if deemed appropriate, in the sole and absolute discretion of such physicians; and (ii) when a Member provides prior written permission, physicians providing services in connection with the Services will facilitate continuity of care.
- B. Each party represents and warrants to the other party that (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally.
- C. DISCLAIMER OF WARRANTIES. Teladoc and Benefit Intelligence does not warrant the uninterrupted or error-free operation or provision of the services. All information, materials and services are provided to customer and/or any member “as is,” except as specifically set for in this agreement. Teladoc and Benefit Intelligence hereby *disclaim all representations and warranties*, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. Teladoc and Benefit Intelligence makes no representations or warranties with respect to the satisfaction of government regulations requiring disclosure of information on prescription drug products, or any treatment, action, application or preparation of medication based on information offered or provided through the services.

8. LIMITATION OF LIABILITY.

- A. Customer and Benefit Intelligence will not be liable to the each other or to any third party for any of the following arising out of this Agreement and/or the Services: any special, indirect, incidental, punitive, or consequential damages, whether based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory, and whether or not advised of the possibility of such damages. Customer acknowledges and agrees that Benefit Intelligence’s aggregate liability to customer for any damages, losses, fees, charges, expenses and/or liabilities arising out of or in connection with this Agreement and/or the Services shall not exceed the fees paid by Customer pursuant to this Agreement.
- B. Under Benefit Intelligence’s Reseller Agreement with Teladoc, Teladoc agrees that it is solely responsible for any breach, misrepresentation, error, or omission by its employees, agents and representatives concerning the Services. Also, under the Reseller Agreement, Teladoc agrees that it will maintain appropriate liability insurance and contractually obligate the network of physicians and specialists each be licensed and have medical malpractice insurance coverage. Upon request, Reseller will provide Client a redacted copy of the relevant section of the Reseller Agreement.

9. INDEMNIFICATION. Each party (each, the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other parties and the other parties’ owners, officers, directors, employees, contractors, representatives, agents and affiliated entities (collectively, the “Indemnified Parties”) from and against any third party claims (each, a “Claim”) arising out of or in connection with any breach of this Agreement by the Indemnifying Party including, without limitation, a breach of any representation, warranty, covenant or obligation under this Agreement. The

Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall reasonably cooperate with the Indemnifying Party in the defense of such Claim.

10. GENERAL TERMS. This Agreement is the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between Teladoc and Customer with respect to the subject matter of this Agreement. No waiver of a breach of any provision of this Agreement by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Customer's obligation to pay for any Services received by Teladoc and each of the provisions of Sections 5 through 12 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct and are hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by all parties and Customer and their successors and assigns. This Agreement may only be amended or changed pursuant to a written document duly executed. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Benefit Intelligence and Customer will act as independent entities and not as an agent of the other for any purpose, and neither will have the authority to bind the other.

11. NOTICES. Whenever written notice is required under the terms of this Agreement, it shall be delivered to the appropriate party by first class mail to the addresses set forth previously in this Agreement.

12. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona (without giving effect to principles of conflicts of laws).

SCHEDULE A

DESCRIPTION OF SERVICES

- I. Teladoc provides a network of licensed physicians and specialists accessible via telephone or secure email.
- II. Coverage for eligible Members, including legal dependents.
- III. Membership Cards with unique Members identification number for each Member.
- IV. Physician Consultations - Available 24 hours per day, 7 days per week, and 365 days per year.
 - a. BY PHONE Members access to a special Member only toll-free number.
 - i. On Call: ask medical questions, NO medication can be ordered.
 - ii. Priority: *Usually within 30 minutes, guaranteed within 1 hour.* Requires receipt of a completed Medical Assessment and History Questionnaire to create a physician/patient relationship and for medication to be ordered.
 - iii. By Appointment: *available by next day (M-F).* Requires receipt of a completed Medical Assessment and History Questionnaire to create a physician/patient relationship and ordering medications.
 - iv. Mobile App: iDr 24/7, an extension of the Consult A Doctor 24/7 services.
 - b. ONLINE
 - i. E-Consult: *Secure email consultation* with a physician through our secure messaging system. Ask medical questions. NO medication can be ordered.
- V. Prescription Program - Only Members who have accurately and fully completed the Medical Assessment and History Questionnaire and established a physician/patient relationship are eligible to receive medications. NO controlled medications are available through Teladoc.
- VI. Member Services Toll Free Support: Members have access to Member only toll-free support, 24/7.
- VII. Member Health Portal/ My Personal Health Manager (MyPHM) (Branded with Customer Logo)
 - a. My Health Library - Access medical library containing thousands of health topics from trusted sources.
 - b. My Symptom Checker - Interactive tool shows possible conditions based on Members' symptoms.
 - c. My Health Records (MyPHR) - Members will have ability to store and update medical records.
 - d. Health Risk Assessment Tools - Empower Members to review lifestyle factors and health risks.
 - e. My Message Center - Secure email medical consultations.
 - f. My Consult Center - Order a consult by appointment and other services and products.
- VIII. Physician Response Times:
 - a. Tele-Consult On-Call – Within approximately 3 minutes.
 - b. Tele-Consult By Appointment – At a pre-determined time, starting next day. Mon-Fri.
 - c. Tele-Consult Priority --Within approximately 30 minutes, but no later than within 1 hour.
 - d. E-Consult – Within approximately 2 to 3 hours.
- IX. System Availability - Commercially reasonable efforts to make the Services available in full at all times.
- X. Reports - Access to utilization reports of the Members for Customer's review- quarterly
- XI. Implementation- Teladoc services can be implemented within 30 days of receipt of eligibility data.
 - a. Member Eligibility File: Benefit Intelligence to provide eligibility file template detailing the information required from the company to enroll plan members in Teladoc.
 - Name/ DOB/ Gender/ Address/ Telephone
- XII. Fulfillment- Teladoc will provide the following.
 - a. Membership Card with integrated Color tri-fold Welcome Kit. (see Schedule B for pricing)
 - b. Unique toll-free# with custom message(optional)
- XIII. Member Engagement & Service Visibility Program –
 - a. As part of our long-term customer relationship, we offer marketing solutions and messaging campaigns to effectively promote and position the value of virtual health care and wellness services to lower healthcare costs, increase access and improve outcomes. Customer grants Teladoc permission to communicate with eligible employees/members about Teladoc services.
 - b. Customer will provide Teladoc primary member email address and phone number within the eligibility census for participating members only. If the complete list of contacts is not attainable by this method, customer will cooperate in a kick-off activation campaign within 60 days of go

live. Kick off campaign is completely flexible and is defined based on the individual needs of each of our customers.

- c. Teladoc will provide Customer with marketing materials in digital format to use as needed with communications with eligible employees about Teladoc benefits as well as upload to Customer's corporate intranet and publish in company intranet. Customer agrees to deploy marketing materials (print or electronic).during open enrollment. Teladoc will provide updated seasonal marketing material quarterly.
- d. Teladoc will deploy email communications directly to eligible employees/members about Teladoc telemedicine services as often as needed to support utilization:
 - i. Population Awareness. Teladoc Member Engagement and Service Visibility Program may include the following:
 - 1. One (1) Member Welcome Kit with Personalized membership for member and spouse
 - 2. Four (4) Quarterly Electronic, Educational and Awareness Campaigns -**1 per quarter – Seasonal marketing Campaigns (flu, allergy, back to school, healthy new year)**. If desired, additional utilization marketing campaigns may be included via email, SMS and IVR phone outbound programs (Fee may apply)
- e. Online and onsite Presentations & Lunch and Learn Webinars available
- f. Annual open enrollment material and intranet content
- g. Landing Pages & Web Content included
- h. Digital library of Marketing Collateral including flyers, posters and inserts
- i. Voiceshots & Voicemail Blasts available
- j. Special USPS mail campaigns (optional)

SCHEDULE B

PRICING SCHEDULE

MEMBERS:

Full-Time Employees Part-Time Employees

Total Primary Members Covered:

PLAN SUBSCRIBED: (select one)

COMPLETE COMPLETE PLUS UNLIMITED
\$0.00 Copay

RECURRING PEPM FEES:

Member + Dependents PEPM

BILLING CYCLE:

Monthly Other _____ (Quarterly; Yearly)

Member Registration Fees Paid by:

Member Customer Waived

Dependent Registration Fees Paid by:

Member Customer Waived

Consultation Fees:

On Call	\$0.00	<input checked="" type="checkbox"/> Included		
By Appointment-Diagnostic	\$0.00	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer
Priority-Diagnostic	\$0.00	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer
Econsult	\$0.00	<input checked="" type="checkbox"/> Included		
Video-Diagnostic	\$0.00	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Member	<input type="checkbox"/> Customer

Additional Fees:

	*Medical Intake Questionnaire Completed by Care Coordinator	N/A	included
	**Annual Membership Fulfillment including Welcome Kit mailed to member home	N/A	included
	**Annual membership fulfillment including Welcome Kit mailed in bulk to one (1) location	N/A	included
	Implementation	N/A	included
	Analytics & Reporting	N/A	included

** NOTE: Program Includes Population Awareness Program. See Schedule A, #5.

Member kits mailed to member home rely on data provided from census file. Teladoc is not responsible for member cards returned for insufficient or wrong addresses.