



This Doximity Order Form ("Order Form") is entered into by and between Doximity, Inc., located at 500 3rd Street, Suite 510, San Francisco, CA 94107, ("Doximity") and the client identified below ("Client") as of the Order Form's execution by the parties ("Effective Date"), and is subject to the Dialer Enterprise Subscription Agreement(the "Agreement"), a true and correct copy of which is attached hereto. Capitalized terms used in this Order Form but not defined herein have the meanings assigned to them in the Agreement.

Client Name	County of Monterey, on behalf of Monterey County Health Department
Client Address	1615 Bunker Hill Way, Ste. 140, Salinas, CA 93906
Client Contact	Prisca Segovia
Telephone	831-755-4939
Email	SegoviaP@co.monterey.ca.us
PO Required?	No
Tax Exempt?	No (Applicable sales tax will be added to invoiced amounts for all entities unless proof of tax free status is provided.)

Doximity Agreement Effective Date	Date signed by both Doximity and Client
Subscription Term:	Twelve (12) months from the Effective Date
Authorized Users:	All healthcare provider members of Client's workforce

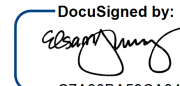
Service Purchased	Subscription Fee
Dialer Enterprise	\$ 25,000

The fee payable by Client for use of the Service by Authorized Users during the Subscription Term is a flat subscription fee as specified in the table above. Doximity will invoice Client upon the start of the upcoming calendar year, and. For the avoidance of doubt, the Subscription Term is non-cancellable and custom development services are not included within the scope of this Order Form.

The parties hereto have caused this Order Form to be executed by their respective duly authorized representatives as of the Effective Date.

DOXIMITY, INC
Signature: 

David Coffman
VP, Finance
Date: 02/01/2021

CLIENT
Signature: 
C7A30BA59CA0423...

Name: Elsa Jimenez
Title: Director of Health
Date: 1/29/2021 | 4:05 PM PST

Doximity, Inc. Dialer Enterprise Subscription Order Form and BAA
APPROVAL SIGNATURE PAGE, (continued)

Monterey County Health Department

Approved as to Legal Form:

DocuSigned by:
Stacy Saelta
By: C0FCE1B99F444A9...
County Counsel

Date: 1/29/2021 | 1:48 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
By: D3834BFEC1D8449...
Auditor-Controller

Date: 1/29/2021 | 1:51 PM PST

DOXIMITY DIALER ENTERPRISE SUBSCRIPTION AGREEMENT

This Doximity Dialer Enterprise Subscription Agreement ("Agreement"), is entered by and between Doximity, Inc. ("Doximity"), a Delaware corporation, having its principal place of business at 500 3rd Street, Suite 510, San Francisco, CA 94107 and County of Monterey ("County"), on behalf of the Monterey County Health Department, having its place of business at 1615 Bunker Hill Way, Suite 140, Salinas, California 93906 ("Client"), effective on the date signed by both Doximity and Client ("Effective Date").

WHEREAS, Doximity maintains an online platform of websites and mobile applications ("Doximity Platform") for its network of healthcare professional members ("Doximity Members") through which it provides Doximity Members a communication feature referred to as "Doximity Dialer."

WHEREAS, Doximity has made available for subscription as a service a version of the Doximity Dialer called "Dialer Enterprise" as more fully described on Appendix A attached hereto (collectively, the "Service").

WHEREAS, Client desires to subscribe to the Service, subject to the terms of this Agreement and the HIPAA Business Associate Agreement attached hereto as Appendix B and incorporated into the Agreement by reference ("BAA").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and intending to be legally bound, the parties agree:

1. Service. Doximity grants to Client in accordance with this Agreement a world-wide non-exclusive, non-transferable (except as permitted in this Agreement) right to access and use the Service solely for access and use by Client's Authorized Users during the applicable Subscription Term, as the term "Authorized Users" and "Subscription Term" are defined in the Order Form. Doximity shall provide the Service in a professional and workmanlike manner.

2. Client Responsibilities. Client is solely responsible for Authorized Users' use of the Service including, without limitation (a) all communications and other information transmitted by Authorized Users to or through the Service including the quality, accuracy, legality, and appropriateness of such information; (b) Authorized Users' compliance with applicable law in connection with their use of the Service; (c) all information and results obtained from, and all conclusions, decisions, and actions based on, use of the Service; and (d) ensuring that Authorized Users use the Service to communicate with patients of Client only. Doximity may suspend an Authorized User's access to the Service without liability if Doximity believes such Authorized User is using the Service in violation of this Agreement or the Terms of Service. Client will notify Doximity promptly upon any Authorized User no longer being a part of Client's workforce.

3. Intellectual Property. As between the parties, Doximity exclusively owns and reserves all right, title, and interest in and to the Service, Doximity Platform, and all data relating to Doximity Members' use thereof, its ideas, know-how, discoveries, inventions, work product, reports, methodologies, processes and procedures, technologies, hardware, software, and all derivatives of the foregoing, and Client has no right, license, or authorization with respect to any of the foregoing, except as expressly set forth in Section 1. Any rights not expressly granted by Doximity are reserved by Doximity. Client grants to Doximity a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit for any purpose without any further obligation to Client any Client-provided suggestions, comments or other feedback ("Feedback") relating to Doximity Platform or the Service. Feedback is provided entirely "as-is", without warranties of any kind. In particular, Client does not warrant it has sufficient rights to grant the foregoing license. All use of the Feedback is at Doximity's sole risk and liability. Doximity shall not identify Client as the source of the Feedback. Doximity waives any and all claims, now known or later discovered, that it may have against Client relating in any way to the Feedback.

4. Fees and Payment Terms. In consideration for the rights granted to Client hereunder, Client shall pay to Doximity the fees specified in the applicable Order Form (the "Fees"), along with any pre-approved expenses incurred by Doximity, within thirty (30) days of certified receipt of Invoice by Client's Auditor-Controller. Client will certify and deliver the invoice to Client's Auditor-Controller within thirty (30) days of receipt from Doximity, such that the net payment term shall not exceed sixty (60) days. Unless otherwise stated in the Order Form, Fees are invoiced upon the execution of the Order Form. If Client fails to pay an invoice when due, then in addition to its other rights or remedies, Doximity may suspend

access to the Service until payment is received in full. Notwithstanding anything to the contrary in the Agreement, Fees are based on Service subscriptions purchased, not actual usage of the Service, payment obligations are non-cancellable, Fees paid are non-refundable, and the Service purchased cannot be decreased during the relevant Subscription Term, unless otherwise expressly stated in the Order Form.

5. Taxes. Client will make all payments to Doximity without deduction or withholding for taxes except to the extent such is required by the tax laws of any government authority. In the event a deduction or withholding for taxes is applicable, Client will submit such deduction or withholding for taxes to the appropriate governmental authority and will provide a tax certificate to Doximity. In the event state or other sales tax applies to the Service, Doximity will invoice such tax to Client, as a reimbursable expense, and will remit to the relevant authority.

6. Mutual Warranties. Each party represents and warrants that (a) it has the legal power and authority to enter into the Agreement and grant the rights granted hereunder; (b) the individual executing the Agreement and each Order Form on behalf of a party has been duly authorized, and (c) the Agreement, including each Order Form, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7. Client Warranties. Client represents and warrants that: (a) Client has provided all patient privacy notices and obtained any and all authorizations and consents, including any informed consent for use of the Service by Authorized Users and any third party participant in a call conducted through the Service including, without limitation, other healthcare providers, Client personnel, consultants, and patient family members ("Client Third Parties"), in such form and substance as required by applicable law; (b) Client and Authorized Users have all rights in and consents to use and disclose any data transmitted by Authorized Users to the Service, such that the use of such data by Doximity to fulfill its obligations to Client will not violate applicable law or the rights of any third party; (c) Client and Authorized Users will comply with all laws applicable to their use of the Service, including those related to privacy, electronic communications, and the provision of and reimbursement for healthcare and telehealth, specifically; (d) use of the Service by Client and Authorized Users will not violate or conflict with any agreement or obligation to which Client or any Authorized User is subject including, without limitation, any agreement with a government or private insurer or any other third party payer; (e) Client is duly authorized to monitor Authorized Users' use of the Service and receive related reporting as part of the Service; and (f) to the extent that a professional license or particular certification is required for Client or an Authorized User to provide healthcare services, such licenses and certifications will be maintained in effect in each jurisdiction where healthcare services are so provided through use of the Service.

8. Warranty Disclaimer. Doximity represents and warrants as follows: (i) to Doximity's knowledge as the Effective Date, Client's permitted access to and use of the Service will not infringe the intellectual property rights of any third party; and (ii) it shall use commercially reasonable efforts to ensure that Doximity does not transmit any viruses, worms, or other harmful or destructive code to Client's systems through the Service; and Except as otherwise provided in this Section 8 Agreement, the Service is provided "as is" and on an "as available" basis. Doximity does not make any other representations or warranties of any kind, express or implied, statutory or otherwise, and specifically disclaims all implied warranties including with respect to title, non-infringement, merchantability, accuracy, or fitness for a particular purpose, and does not guarantee that the Service will perform without interruption or errors, or that Client, Authorized Users, patients, or any other person or entity will achieve desired results from the Service. Doximity disclaims all warranties related to telecommunication providers. Client and Authorized Users assume all responsibility for determining if the Service is appropriate for their purposes.

9. Security. Doximity will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality and integrity of data transmitted to and through the Service. Notwithstanding the foregoing, Client acknowledges that the Service involves the transmission of a video link via a SMS message sent by the applicable Authorized User to the patient, which occurs outside of Doximity's systems. Client acknowledges and agrees that the security of this link is subject to the security measures of the applicable information communication channel, which are independent of Doximity and as such, not subject to any of Doximity's security measures.

10. Limitation of Liability. IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF BUSINESS, PROFITS, SAVINGS, GOODWILL, LOST DATA, BUSINESS INTERRUPTION OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THIRD PARTY INFRINGEMENT CLAIMS SUBJECT TO INDEMNIFICATION BY DOXIMITY PURSUANT TO SECTION 12 OF THE AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY OR ANY THIRD PARTY FOR CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE SERVICE EXCEED THE FEES PAID BY CLIENT TO DOXIMITY HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("STANDARD CAP"); PROVIDED, HOWEVER, THAT THAT DOXIMITY'S AGGREGATE LIABILITY UNDER SECTION 5.8 OF THE BAA ATTACHED HERETO AS APPENDIX B (INDEMNIFICATION) SHALL NOT EXCEED FIVE (5) TIMES THE STANDARD CAP. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY FAILS OF ITS ESSENTIAL PURPOSE..

11. Confidential Information. "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") that it discloses to the other party ("Receiving Party") and that is marked as "Confidential" and/or "Proprietary" or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, , pricing, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this clause; (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (d) was or is independently developed by Receiving Party without use of Disclosing Party's Confidential Information. For the avoidance of doubt, protected health information subject to the BAA is not "Confidential Information" for purposes of this Section. Receiving Party agrees to: (x) protect and safeguard the confidentiality of Disclosing Party's Confidential Information using the standard of care the Receiving Party uses for its own Confidential Information, but in no event less than the standard of care imposed by law or regulation on the relevant information or, in the absence of such a standard, reasonable care. (y) not use Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (z) not disclose Confidential Information except to its employees, officers, directors, agents, subcontractors, and advisors who need to know the Confidential Information to assist Receiving Party in exercising its rights or performing its obligations under the Agreement. Doximity may publicly disclose that Client is a client of Doximity, and the general nature of the services supplied by Doximity to Client hereunder.

12. Doximity Indemnification. Doximity will defend, indemnify, and hold harmless Client from and against all loss, damages or costs (including reasonable attorneys' fees, experts fees, and court costs) arising from claims, demands, suits or proceedings made or brought against Client by a third party alleging that Client's use of the Service in accordance with the Agreement infringes the valid U.S. intellectual property rights of such third party. The foregoing obligation does not apply to the extent the alleged infringement arises from: (a) allegations relating to the transmission by Client or an Authorized User of materials or information transmitted by Client or an Authorized User to or through use of the Service; (b) use of the Service not in accordance with the Agreement; or (c) the combination, operation, or use of the Service with any other hardware, system, software, network, or other materials or service where the Service would not by itself be infringing. If the use of the Service has become, or in Doximity's opinion is likely to become, the subject of a claim of infringement, Doximity may at its option and expense: (x) obtain the right for Client to continue to use the Service as contemplated by the Agreement; (y) modify or replace the Service, in whole or in part, to make it non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Service under the Agreement; or (z) if the foregoing options are not reasonably practicable, terminate the Agreement and refund any unused

pre-paid Fees. This Section 12 states Doximity's sole liability and Client's exclusive remedy for infringement claims.

13. Client Indemnification. Client will defend, indemnify, and hold harmless Doximity from and against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings made or brought against Doximity by a third party in relation to: (a) any data or other information transmitted by Client or an Authorized User to or through the Service; (b) unauthorized use of the Service by Client or an Authorized User; (c) Client's breach of any of its representations and warranties in Section 7; and (d) healthcare services provided by or on behalf of Client or any Authorized User, including any alleged negligence with respect thereto.

14. Indemnification Procedure. A party seeking indemnification hereunder ("Indemnitee") will give prompt written notice to the indemnifying party ("Indemnitor") of a claim for which it wishes to seek indemnification hereunder. Indemnitor will control the defense of the claim. Indemnitee will fully cooperate with Indemnitor (at Indemnitor's expense) in the defense and all related negotiations. Indemnitor shall not enter into any stipulated judgment or settlement that adversely affects the rights of the Indemnitee without Indemnitee's express written authorization, which shall not be unreasonably withheld or delayed.

15. Records. Client is solely responsible for maintaining records of Authorized Users' use of the Service, including any information transmitted to or through the Service.

16. Term. The term of the Agreement commences on the effective date of the first Order Form executed by the parties and will continue until terminated as set forth in Section 17. Each Order Form and Client's subscription to the Service as specified therein commences on the date specified therein and continues for the duration of the Subscription Term, as specified therein.

17. Termination. The Agreement will remain in effect for twelve (12) months from Effective Date, unless earlier terminated by a party in writing with an effective date of termination that is thirty (30) days following the date that written notice is received by the other party, provided that such termination will not alter the parties' respective obligations under an Order Form in effect at such time, Doximity will not refund any Fees nor will Client be relieved of any obligation to pay any remaining Fees under any such Order Form, and the Agreement will remain in full force and effect only with respect to such Order Form. The following Sections will survive termination of the Agreement: Sections 3 -5, 7, 10 - 14, 17 and 20.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors, and nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

19. Beta Offerings. Doximity may, from time to time, offer access to services that are classified as Beta offerings (i.e., an offering that is not generally available to users of Doximity Dialer), which Client may choose to try in its sole discretion. Doximity reserves the right to discontinue or modify a Beta offering at any time without notice. Beta offerings are provided AS IS and are not deemed a part of the Service under this Agreement.

20. Force Majeure. In no event will Doximity be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure to perform hereunder when and to the extent such failure is caused by any circumstances beyond Doximity's reasonable control ("Force Majeure Event"). In the event of a Force Majeure Event preventing Doximity's performance hereunder continues for a period of ten (10) business days, Client may terminate this Agreement, without payment of termination fee or penalty, by providing written notice to Doximity. For the avoidance of doubt, in the event Doximity's performance hereunder is the subject of a Force Majeure Event, the fees to be paid by Client shall be equitably adjusted to reflect the period in which performance was affected.

21. Miscellaneous. The Agreement, the Order Forms and the BAA constitute the entire understanding and agreement between Doximity and Client with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications concerning the Service. Additional, contrary or inconsistent terms of any purchase order or Client documentation shall be null and void. No shrink-wrap, click-wrap, or other terms and conditions, privacy policies, or agreements ("Additional Terms") provided with any products, services, documentation or software, including any maintenance and support updates thereto, hereunder shall be binding on Client, even if use of such items requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect with respect to Client and shall be deemed rejected by Client in their entirety. No modification, amendment or waiver of any provision of the

Agreement will be effective unless in writing and signed by both parties, unless otherwise specified herein. No waiver by either party of any breach of any provision of the Agreement will be deemed a waiver of any subsequent or prior breach. If any provision of the Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the parties' intent. All remaining provisions of the Agreement will remain. Client may not assign the Agreement without the prior written consent of Doximity. The Agreement will be binding upon and benefit the parties' respective successors. The Agreement does not confer any benefits on any third party (including any Authorized User, affiliate or patient). Except for payments due Doximity, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement. All required notices will be in writing, addressed to the party as set forth in the Order Form. Any notice may be served personally or by registered mail, return receipt, by courier, or as otherwise stated herein. This Agreement is governed by and construed in accordance with the laws of the State of California, except that its conflict of law rules shall not apply. The state or federal courts located in San Francisco shall have exclusive jurisdiction over any action arising out of this Agreement.

Appendix A: DIALER ENTERPRISE DESCRIPTION

Below is a description of the Dialer Enterprise Service ("Service"). Doximity may modify the Service as it deems appropriate from time to time, provided that in no event will any such modification degrade the quality or functionality of the Service during the then-current Subscription Term.

1. **Dialer Enterprise** – Dialer Enterprise is a communication service that enables Authorized Users to initiate and conduct secure voice and video calls with their patients from their mobile device or computer. Authorized Users will have access to the following Dialer Enterprise features:
 - A. **Unlimited usage**
 - Authorized Users will not be subject to any usage limits
 - B. **Group calling capabilities**
 - Authorized Users will have the ability to conduct a Dialer Enterprise video call with more than 2 participants
 - C. **Engagement and utilization reporting**
 - Doximity will make available to Client aggregate monthly engagement reports
 - D. **Future features exclusive to Dialer Enterprise**
 - Doximity will endeavor to develop additional features for Dialer Enterprise that build upon its existing capabilities
2. **Data Partnership**
 - E. **Clinician training**
 - During the applicable Subscription Term and no more frequently than annually upon Client's request, Doximity will provide remote online Dialer Enterprise training to Client's clinical team at a mutually agreeable time and manner.
 - F. **Hospital affiliation audit**
 - On a semi-annual basis, Doximity will provide Client a list of clinicians whose Doximity profiles indicate they are affiliated with Client's institution. Upon Client's request, Doximity will update the relevant profiles based on affiliated clinicians' NPI's provided by the Client, which updates may be comprehensive for the institution or specific to individual clinicians. To the extent that Client instructs Doximity to make any such updates, Client represents and warrants that it is authorized to provide the updated information to Doximity and to instruct Doximity to make such updates to the specified clinicians' profiles.
 - G. **Engagement analysis**
 - Doximity will provide an aggregate insights report highlighting Dialer Enterprise trends and engagement by Authorized Users. Doximity will also provide a list of Client-affiliated physicians who are eligible to complete the US News Best Hospitals survey.
 - H. **Physician promotion**
 - Doximity will provide Client materials promoting Doximity registration and engagement, e.g., email templates, articles, and brochures, that Client may distribute to clinicians affiliated with the Client's institution.

Appendix B: BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

DEC

This Business Associate Agreement (“Agreement”), effective 02/01/2021, 2021 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Doximity, Inc. (“Doximity”, and in its capacity as a Business Associate, (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate and Covered Entity have entered into that certain Dialer Enterprise Order Form (the “Underlying Agreement”) pursuant to which Business Associate provide certain services for Covered Entity in relation to the Doximity Dialer Enterprise Service(the “Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity with respect to PHI. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”), shall be handled.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform the Services, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, or violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement or the Underlying Agreement; or (iii) as otherwise permitted by the terms of this Agreement or the Underlying Agreement;

© use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate for further use or disclosure to provide and improve the Service (as defined in the Underlying Agreement) in accordance with applicable law.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within ten (10) business days of Business Associate's determination of the occurrence of such Breach. In such event, the Business Associate shall cooperate with the Covered Entity in its efforts to, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to restrictions on the use and/or disclosure of PHI that are no less restrictive than those that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule, subject to applicable legal privileges;

(f) document disclosures of PHI and information related to such disclosure as would be required Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, and, within ten business (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity;

(g) use reasonable efforts to disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

- (i) if the Underlying Agreement requires that all or any portion of the PHI be maintained in a Designated Record Set :
 - (i) upon ten (10) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
 - (ii) upon ten (10) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) notify the Covered Entity within ten (10) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge, as reasonably requested by Covered Entity;

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware that results in improper use or disclosure of EPHI. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall cooperate with the Covered Entity's efforts to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure of PHI. Notice is hereby deemed provided, and no further notice will be provided, for unsuccessful Security Incidents which shall include, but not be limited to, unauthorized access, use, disclosure, modification, or destruction, such as pings and other broadcast attacks on a firewall, port scans, unsuccessful login attempts, denial of service attacks, or interception of encrypted information, so long as such incidents do not result, to the extent Business Associate is aware, in unauthorized access, use or disclosure of EPHI.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of the Services to Covered Entity.

4.4 Effect of Termination. Business Associate represents that Business Associate's return or destruction of PHI is not feasible, and therefore, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4 (Effect of Termination), 5.1 (Survival), 5.6 (Choice of Law), and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA or HITECH is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 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 the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Doximity, Inc.
500 3rd Street, Suite 510
San Francisco, CA 94107
Attn: General Counsel

If to Covered Entity, to:

Health Department
1270 Natividad Road, Salinas, CA 93906
Attn: Elsa Jimenez, Director of Health
Tel: 831 755- 4526 _____
Fax: _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Liability. Business Associate's liability under this Agreement is subject to the limitations of liability set forth in the Underlying Agreement.

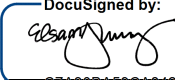
5.8 Indemnification. Subject to Section 10 (Limitations of Liability) and Section 14 (Indemnification Procedure) of the Underlying Agreement, Business Associate will: (a) indemnify and hold harmless Covered Entity, its officers, agents, and employees from any liability, loss, cost, expense, penalty or damage awarded against Covered Entity in a final judgment arising out of any third-party claim resulting from a breach of unsecured PHI (as defined in 45 C.F.R. 164.402) that was caused by Business Associate's violation of HIPAA ("Covered Breach"); and (b) at Covered Entity's request and subject to the terms hereof, reimburse Covered Entity for the reasonable costs incurred by Covered Entity to provide notification of a Covered Breach and to and to mitigate the impact of a Covered Breach, solely to the extent such notifications and mitigation measures are required by applicable law.

5.9 Independent Contractors. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

[BUSINESS ASSOCIATE]

By:  _____
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Print Name: Elsa Jimenez

Print Title: Director of Health

By:  _____

Print Name: David Coffman

Print Title: VP Finance

1/29/2021 | 4:05 PM PST

ADDENDUM 1

to Subscription Agreement (“Agreement”)
by and between Doximity Dialer, Inc. (“Doximity”), and County of Monterey (“Client”)

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between Doximity and Client. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, Doximity and Client agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

The following Insurance Section is hereby added to this Agreement:

21. INSURANCE REQUIREMENTS.

- A. Evidence of Coverage. Prior to commencement of this Agreement, Doximity shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the Client’s Contracts/Purchasing Office, unless otherwise directed. Doximity shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the Client. This approval of insurance shall neither relieve nor decrease the liability of Doximity under this Agreement.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability

- C. Insurance Coverage Requirements. Without limiting Doximity duty to indemnify Client as set forth in this Agreement, Doximity shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers Compensation Insurance, if Doximity employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Cyber Security Liability (Security & Privacy Liability; Network Interruption; Media Liability; Event Management Expenses; Electronic Data Restoration; Cyber Extortion; Regulatory Defense & Fine) insurance with a limit no less than \$5,000,000 per incident or claim of \$5,000,000 in aggregate.

Other Insurance Requirements. All insurance required by this Agreement shall be with a company issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Doximity completes its performance of services under this Agreement.

Client shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof that would cause Doximity to no longer satisfy the requirements of this Addendum. Each policy shall provide coverage for Doximity and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of Doximity's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Client and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by Doximity's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Client, Doximity shall file certificates of insurance with the Client's contract administrator and the Client's Contracts/Purchasing Office, showing that Doximity has in effect the insurance required by this Agreement. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.


Doximity shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send following demand by Client, certificates to Client's Contract Administrator and Client's Contracts/Purchasing Office, no more frequently than annually. Failure by Doximity to maintain such insurance coverage is a breach of this Agreement, which entitles Client, at its sole and absolute discretion, to terminate this Agreement if such failure is not cured within five (5) business days from Doximity's receipt of a written termination notice.

COUNTY OF MONTEREY (Customer)

DOXIMITY, INC.

Authorized Signature:

Authorized Signature:


DocuSigned by:

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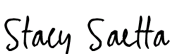
By: Director of Health Date: 1/29/2021
(Title of Signer)

By: 4:05 PM PST Date: 02/01/2021
(Title of Signer)

Approved as to Fiscal Provisions:

DocuSigned by:

By: Gary Giboney Date: 1/29/2021 | 1:51 PM PST
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Auditor-Controller

Approved as to Legal Form:

DocuSigned by:

By: Stacy Saetta Date: 1/29/2021 | 1:48 PM PST
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Client Counsel