

GLOSSARY OF KEY TERMS

(Addendum to Hyr's Medical Practice Agreement)

"Agreement" means the Agreement entered into by and between Hyr Medical and the Medical Practice.

"Assignment" means an instance where a Provider, in response to a Post, accepts the Opportunity contemplated in such Post and provides services on behalf of the Medical Practice.

"Assignment Start Date" means the date as of which a Provider is to begin an Assignment, which date is determined between the Provider and Medical Practice.

"Confidential Information" means Hyr Medical Confidential Information and Medical Practice Confidential Information.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"Hyr Medical Claim" means a claim for damages resulting from any material inaccuracy or breach of the representations and warranties made by the Medical Practice.

"Hyr Medical Confidential Information" means (a) information relating to the Agreement that is not generally known to the public or that constitutes a trade secret, (b) information that is owned, developed or otherwise acquired by Hyr Medical, including Hyr Medical's financial data, business plans, customer information, software, programming, systems and use documentation, technical information, technology, designs, ideas, inventions, data, data formats and files, and all copies and tangible embodiments thereof, (c) the Software Product and (d) any software, software modifications, derivative works, processes, configurations, system referenced data, procedures and other intellectual property rights relating to data processing and information technology developed or held by Hyr Medical in the performance of its obligations according to the Agreement.

"Hyr Medical" means Hyr Medical, Inc., a Delaware corporation.

"Login" means the identification and password that enables an Authorized User to use and access the Software Product.

"Medical Practice" means the party with which Hyr Medical entered into the Agreement.

"Medical Practice Claim" means a claim for damages resulting from any material inaccuracy or breach of the representations and warranties made by Hyr Medical.

"Medical Practice Confidential Information" means (a) information relating to the Agreement that is not generally known to the public or that constitutes a trade secret, (b) information that is owned, developed or acquired by the Medical Practice, including the Medical Practice's financial data, business plans, customer information, software, programming, systems and use documentation, technical information, technology, designs, ideas, inventions, data, data formats and files, and all copies and tangible embodiments thereof and (c) Medical Practice Data.

"Party" means either Hyr Medical or the Medical Practice.

"PHI" means individually identifiable patient health information, including any of the same that is stored electronically.

"Provider" means an individual using the Software Product to review Posts and who the Medical Practice may engage to provide services on its behalf.

"Opportunity" means the chance, as set forth in a Post, for a Provider to provide services on behalf of the Medical Practice before it is accepted by a Provider.

"Post" means a complete description of services that the Medical Practice desires for a Provider to provide on its behalf.

"Recruitment Fee" means an amount equal to Hyr Medical's then-current recruitment fee.

"Service Fee" means the amount the Medical Practice is obligated to pay to Hyr Medical in respect of each Assignment, including an amount equal to the product of the hours worked by the Provider during such Assignment and Hyr Medical's then-current cost per hour and any "travel lump sum" (i.e., the lump sum amount paid to the Provider that is based upon the distance between the Provider's residential zip code and the zip-code of the location at which such Assignment is to be completed). Also, in the case of expedite Assignments, if the cost of airfare causes the Provider's actual expenses to exceed the lump sum amount, the Medical Practice agrees to reimburse the actual cost of the airfare.

"Signature Date" means the "Signature Date" set forth in the Agreement.

"Software License" means a limited, nonexclusive and nontransferable license for the Medical Practice to use the Software Product in accordance with the Agreement.

"Software Product" means Hyr Medical's freelance provider software platform, including any third-party software embedded therein, any Updates and any Upgrades.

"Update" means any update, feature release (e.g., 2.0 to 2.1), patch release (e.g., 2.0.1 to 2.0.2), maintenance release, bug fix or modified form of the Software Product that performs comparable or improved functionality and that is not an Upgrade.

"Upgrade" means any new version or major release (e.g., 2.0 to 3.0) of the Software Product, including any changes to the Software Product that (a) substantially increase the speed, efficiency or ease of use of the Software Product or (b) add additional capabilities to, or otherwise improve the functions of, the Software Product.

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