

Provider1st Service Agreement

Terms of Service

Last Updated: September 21, 2022

This Provider1st Licensing Agreement is entered into as of the Effective Date by and between Provider1st and (“Client”). This Agreement consists of: (a) the terms and conditions below; (b) any applicable Order Forms; (c) any applicable Addenda; and (d) any other exhibits to this Agreement or to an applicable Order Form.

Provider1st, Inc. (“Provider1st”, “we”, “us” or “our”) provides a Practice Revenue Optimization (“PRO”) solution for healthcare providers. The Order Form (the “Order Form”) sets forth the services being purchased by the client who signed the Order Form (“you”, “your” or “Client”), the costs for such software and services, and any other relevant details.

These terms of service (the “**Terms**”) are incorporated by reference into and made a part of any Order Form and govern the relationship between you and Provider1st. All Order Forms are subject to acceptance by Provider1st in its sole discretion. The Order Form, the Terms, and any documents or links referenced in such documents are together referred to as the “**Agreement**”.

If you are accepting these Terms on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such legal entity to these Terms, (ii) you have read and understand these Terms, and (iii) you agree, on behalf of the Client, to these Terms.

Please read the following terms carefully. Except as otherwise provided in Section 13 (Dispute Resolution and Arbitration), these Terms provide that all disputes between you and Provider1st will be resolved by binding arbitration, and you agree to give up your right to go to court to assert or defend your rights. Except as otherwise provided in Section 13 (Dispute Resolution and Arbitration), your rights will be determined by a neutral arbitrator and not a judge or jury, and your claims cannot be brought as part of a class action. Please review Section 13 (Dispute Resolution and Arbitration) below for the details regarding your agreement to arbitrate disputes with Provider1st.

1) **Elements of the Service**

The “Service” means the Provider1st software and services for healthcare provider as detailed in the Order Form and this Agreement. The Service may include revenue optimization analytics, dashboard, and reporting, fulfilling medical records requests (collectively, the “Practice Revenue Optimization

(PRO)"). The Services shall also include any required, usual, appropriate or acceptable methods to perform activities related to the Services, including without limitation (a) conducting analytics and other product improvement activities, (b) carrying out the Services or the business of which the Services are a part, (c) carrying out any benefits, rights and obligations related to the Services, (d) maintaining records relating to the Services, and (e) complying with any legal or self-regulatory obligations related to the Services.

Provider1st will provide the PRO platform indicated on the applicable Order Form. Client may authorize employees to use the Dashboard on behalf of Client (each, a "User"); such Users are subject to these Terms, and Client agrees to be responsible for the actions of all Users who receive authorization to use the Service, including but not limited to their access to the Dashboard.

2) Product Uses and Limitations

Provider1st will grant a limited license to the Services listed on the Order Form. Client will not provide Products or Services to any third party and will not use Products or Services in any fashion other than contemplated in this Agreement. Client shall not attempt to reverse engineer, reverse assemble, discover the source code, or otherwise replicate the functionality of any software tools or analysis methods which are provided to Client by Provider1st or used in the Services or Products by Provider1st, except as Permitted by law.

i. HIPAA

As part of the Service, Provider1st may perform or assist in performing a function or activity on Client's behalf that involves the use and disclosure of Protected Health Information (as defined in 45 C.F.R. 164.501; hereinafter, "PHI"). The parties hereto shall use or disclose such PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"). Capitalized terms used but not otherwise defined in this Section 2 shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

In connection with and by agreeing to these Terms, you and Provider1st agree to be bound by the terms of a Business Associate Agreement, the terms of which are referenced in the Order Form incorporated herein by reference. You (the "Covered Entity," as referred to in the Business Associate Agreement) hereby agree that you have read and agree to be bound by the terms of the

Business Associate Agreement. Provider1st (the “Business Associate,” as referred to in the Business Associate Agreement), agrees to be bound by the terms of the Business Associate Agreement. The parties hereto each agree to perform their respective obligations as enumerated therein.

3) **Ownership**

i. Client

Client will retain exclusive ownership of all rights, title, and interest in and to all personally identifiable data which Client provides to Provider1st for the provision of the Services, subject to the rights granted to Provider1st herein.

ii. Provider1st Materials

Provider1st is and will remain the sole and exclusive owner of all right, title, and interest in and to the Provider1st software, processes, or any intellectual property included in the Services (collectively, “Provider1st Materials”). This Agreement does not convey, and Client acknowledges and agrees that, Client neither has, nor at any time will attempt to claim, any interest in or to any or all of the components of the Provider1st Materials or any intellectual property rights related to the foregoing or the use thereof, except as set forth in paragraph (B) of this Section 8.1. Client acknowledges and agrees that the Provider1st Materials constitute Confidential Information of Provider1st.

iii. Limited License

During the Term and solely as required for Client’s receipt of the Services, to the extent Provider1st provides Provider1st Materials to Client, Provider1st hereby grants to Client a limited, non-exclusive, nontransferable license to make use of Provider1st Materials for the purpose of Client’s receipt of the Items or Services.

iv. Pre-Existing IPR

Any intellectual property rights held by a Party as of the Effective Date (“Pre-Existing IPR”) will remain vested in such Party. No right to Pre-Existing IPR is granted to the other Party except any expressly granted in this Agreement.

v. No Implied Rights

Except as expressly set forth in this Agreement, no other right is granted, no other use is permitted, and all other rights are expressly reserved by Provider 1st.

4) **Fees**

In connection with Client's use of the Service and pursuant to Provider1st's acceptance of the Order Form, Client will pay to Provider1st the applicable fees set forth in the Order Form. All payments required by these Terms exclude all sales, value-added, use, or other taxes, all which Client will pay in full.

5) **Term and Termination**

i. Term

This Agreement will continue for the period indicated on the applicable Order Form (the "**Initial Term**").

ii. Auto-Renewal

Provided that Client has paid all fees due under this Agreement, this Agreement will automatically renew for successive one (1) year periods ("**Renewal Term(s)**") unless either party provides notice of non-renewal in accordance with subsection iii. below. The Initial Term and any subsequent Renewal Term(s) may be collectively referred to as the "**Term**".

iii. Notice of Non-Renewal

To prevent renewal of a subscription, you or we must give written notice of non-renewal and this written notice must be received no more than ninety (90) days but no less than sixty (60) days in advance of the end of the Term then in effect. If you decide not to renew, you must send the notice of non-renewal by email to Contactus@provider1st.com. Any notice received with less than 60 days' notice will result in auto-renewal of your subscription for an additional Renewal Term. If under a Beta Order Form, Provider1st may terminate this agreement at any time with 30 days' notice.

iv. No Early Termination; No Refunds

The subscription Term in effect will end on the expiration date and you cannot cancel it before its expiration. We do not provide refunds if you decide to stop using the subscription during your subscription Term.

iv. Suspension for Non-Payment

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any portion or all of the Service ten (10) days after such notice. We will not suspend the Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If your Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Service.

v. Termination for Cause

Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of Client's failure to pay fees, which must be cured within ten (10) days after receipt of written notice from Provider1st. Pursuant to the payment policies outlined in Section 5 (Fees), you understand and agree that you will not be entitled to any refunds of amounts already paid to Provider1st unless you properly terminate the Agreement for cause per the terms of this Section.

vi. Effect of Termination

Upon the expiration or termination of this Agreement, Client's rights to access and use the Service will terminate, provided that: (i) any and all payment obligations of Client under this Agreement outstanding as of the effective date of expiration or termination will survive; (ii) Provider1st shall return or destroy all PHI received from you, or created or received by us on your behalf (including any PHI in the possession of Provider1st's subcontractors or agents), and otherwise comply with the termination provisions of the Business Associate Agreement; (iii) where returning or destroying the PHI is infeasible, Provider1st will provide notification to you of the conditions that make return or destruction infeasible, and upon mutual written agreement regarding such infeasibility, the protections of this Agreement and the Business Associate Agreement will continue to apply to such PHI to limit further uses and disclosures of such PHI for so long as the PHI must be maintained; and (iv) the following provisions will survive: Sections 2, 3, 4, 5, 6 vii., and 8-14.

vii. Hosting, Updates, and Privacy

The Service will be hosted and operated by or on behalf of Provider1st. Provider1st may update the features, functionality, and user interface of the Service from time to time at its sole discretion. Please read the Provider1st Privacy Policy, found on our website at Provider1st.com, carefully for information relating to our collection, use, storage, and disclosure of information.

6) Confidentiality

i. Confidential Information

Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business or practice, plans, technology, and products ("Confidential Information"). Each party will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential

Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

ii. Confidentiality of Agreement

Each party agrees that the non-public terms and conditions, but not the existence, of this Agreement will be treated as the other's Confidential Information; provided, however, that each party may disclose such terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; (iv) in connection with the requirements of a public offering or securities filing; (v) in confidence, to its employees and agents and to its professional advisors such as accountants, banks and financing sources; (vi) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

iii. Publicity

You agree that Provider1st may, during and after the Term of this Agreement, include your name (including any applicable trade name, trademark, service mark or logo) on Provider1st's client list, and in its marketing materials, sales presentations, and any online directories that Provider1st may, from time to time, publish.

iv. Governmental Authority.

Notwithstanding anything in this Article 8 to the contrary, the Receiving Party may disclose this Agreement, any Statement of Work and other Confidential Information of the Disclosing Party to any Governmental Authority if required to do so in connection with an examination of the Receiving Party by such Governmental Authority, if required to do so in connection with the filing of any application for or for renewal of any license or registration issued by the Governmental Authority required to be possessed by such Party pursuant to applicable Law, if otherwise required to do so by Law or if requested to do so by any such Governmental Authority. If the Confidential Information being disclosed will or is likely to be made public or publicly available, the Receiving Party (to the extent permitted by applicable Law) will: (A) immediately notify the Disclosing Party of the existence, terms, and circumstances surrounding such request; (B) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps the Disclosing Party considers advisable and determines to take to attempt to prevent, limit, or protect the disclosure; and (C) limit disclosure to only that information required to be disclosed pursuant to the subpoena or inquiry.

v. Return or Destruction of Confidential Information.

Upon request following termination or expiration of this Agreement, the other Party will promptly return to the requesting Party all documents and other media containing the requesting Party's Confidential Information that is in the other Party's possession or control, or, at the option of the requesting Party, destroy or purge such Confidential Information and provide written certification thereof. At the requesting Party's request, the other Party will certify in writing in a form and manner reasonably requested by the requesting Party, that all of the requesting Party's Confidential Information has been returned or destroyed. The non-requesting Party will complete its obligations set forth in this paragraph of Section 8 as promptly as possible, but not later than 60 days following (1) the termination or expiration of this Agreement, or (2) receipt of the request from the requesting Party. For purposes of clarification, such return or destroy obligations do not apply to the De-Identified Data.

Each Party may retain a copy of the other Party's Confidential Information for archival and compliance purposes. Such Confidential Information will continue to be subject to the confidentiality protections afforded under this Agreement. In the event that either Party does not retain certain Confidential Information of the other Party that is later needed by such Party to respond to an inquiry from a Governmental Authority or to respond to any other claim, demand, investigation or cause of action, the other Party will provide the requesting Party with a copy of such Confidential Information.

7. Indemnification.

Client ("Indemnifying Party") will indemnify and defend Provider ("Non-Indemnifying Party") and its Affiliates, officers, directors, trustees, employees, successors and assigns against any Losses resulting from, arising out of or relating to (i) a third-party claim relating to the Indemnifying Party's gross negligence, recklessness, or fraud or (ii) any allegation that the Indemnifying Party's use of any Items or Services (including without limitation any computer code and Work Product) created for or provided to Client in connection with this Agreement constitutes an infringement, contributory infringement or violation of any patent copyright, trade secret, trademark, or other third party intellectual property right or a misappropriation of a trade secret or other personal rights of a third party.

i. Indemnification Procedure and Notice.

Each Indemnified Party will provide the Indemnifying Party with prompt written notice of any claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the Indemnifying Party

hereunder will not relieve the Indemnifying Party of any liability with respect to the claim, except to the extent the Indemnifying Party demonstrates that the defense of the claim is prejudiced by such failure). The Indemnified Party will provide reasonable cooperation (at the Indemnifying Party's expense) and full authority to defend or settle the claim. The Indemnifying Party will keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any such claim. The Indemnified Party will be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party will not have the right to settle any claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party, without the prior written consent of such Indemnified Party.

8. Representations and Warranties; Disclaimer

i. Mutual Representations and Warranties

Each party represents and warrants to the other that: (i) this Agreement has been duly entered into and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's entering into or performance of this Agreement; and (iii) the entering into and performance of this Agreement does not and will not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

ii. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH ABOVE, PROVIDER1ST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AND PROVIDER1ST EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PROVIDER1ST DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT OPERATION OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED. FROM TIME TO TIME, CLIENT MAY REQUEST THE ADDITION OF CERTAIN CODE AND/OR FUNCTIONALITIES TO BE ADDED TO CLIENT'S WEBSITE OR OTHER PLATFORM. PROVIDER1ST SHALL NOT BE RESPONSIBLE FOR ENSURING THAT THE REQUESTED CODE AND/OR FUNCTIONALITIES COMPLY(IES) WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS PERTAINING TO CLIENT'S BUSINESS. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT CLIENT ALONE SHALL BE RESPONSIBLE FOR ENSURING THAT CLIENT'S WEBSITE AND SERVICE OFFERINGS, EVEN IF SUPPORTED BY PROVIDER1ST COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

iii. Limitation of Liability

PROVIDER1ST WILL NOT BE LIABLE TO THE CLIENT FOR ANY LOST PROFITS, COST OF COVER, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF CLIENT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND (II) PROVIDER1ST TOTAL LIABILITY UNDER OR ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID TO PROVIDER1ST BY CLIENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

iv. Dispute Resolution and Arbitration

a. Generally

Except as provided in subsection ii. below, any and all disputes, controversies, or claims arising out of or relating to the Service, this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (“AAA”) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded as provided by the arbitrator.

b. Exceptions

Despite the provisions of this Section 13, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through an applicable federal, state, or local agency if that action is available; (c) seek emergency injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

8. COMPLIANCE WITH LAW

i. **Compliance with Laws.** Provider1st will comply in all material respects with all Laws applicable to its provisions of the Items or Services and the other obligations under this Agreement. Client will comply in all material respects with all Laws applicable to its receipt and use of the Items or Services and performance of its obligations under this Agreement.

ii. **Changes in Laws.** The Parties will cooperate to identify any changes in Law and proposed changes in Law that either Party becomes aware. The Parties will also cooperate to identify the impact such changes may have on the provision, use or receipt of the Items or Services. If and to the extent a change to the Items or Services is required for Provider1st to comply with any changes in Law, then the Parties will enter into a new Statement of Work or amend an existing Statement of Work to implement the changes in Law. If the changes in Law will increase Provider1st's costs or reduce any performance-based incentive payments to Provider1st, then the Parties will negotiate in good faith to amend the Agreement to neutralize the adverse financial impact to Provider1st.

Record Maintenance and Inspection. Each Party, at its sole cost and expense, will maintain adequate records, contracts, data and other documentation related to this Agreement for so long as required by applicable Law.

9. DISPUTE RESOLUTION

i. Governing Law.

In any formal dispute proceedings between the Parties, the validity, interpretation, and performance of this Agreement will be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to any choice of law or conflict of law provision or rule and without regarding to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

ii. Equitable Relief.

Notwithstanding any provision in this Agreement to the contrary, the Parties agree that their obligations under Article 2 (Product Uses and Limitations), Article 3 (Ownership), and Article 8 (Confidentiality) are necessary and reasonable in order to protect their respective business interests, and each Party expressly agrees that monetary damages alone would be insufficient compensation to the non-breaching Party for a breach of those Articles. Accordingly, each Party agrees and acknowledges that any violation or threatened violation of the Parties' obligations under Articles 2, 3 or 8 will cause irreparable injury to the non-breaching Party and that the non-breaching Party will be entitled to obtain injunctive relief against the actual or threatened breach of Articles 2, 3 or 8 or the continuation of any such breach, without the necessity of proving actual damages.

10. MISCELLANEOUS

i. **Interpretation.** The Parties agree that this Agreement is the product of negotiation between sophisticated Parties and individuals, each of which was represented by or had an opportunity to be represented by counsel, and each of which had an opportunity to participate in and did participate in, the drafting of each provision. Accordingly, ambiguities in this Agreement, if any, will not be construed strictly or in favor of or against any Party, but rather will be given a fair and reasonable construction.

ii. **Relationship of the Parties.** Nothing contained in this Agreement will be construed to create an employer-employee, joint venture or agency relationship between Provider1st and Client. Each Party's authority is limited to that which is expressly stated in this Agreement. In addition, nothing in this Agreement will be construed to create a joint employment relationship between a Party and the other Party's employees.

iii. **Assignment.** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Neither this Agreement nor any other rights, interests or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party; provided, however, that Provider1st may assign this Agreement to an Affiliate without the prior written consent of Client. In the event a Party wishes to make such an assignment, it shall provide the other Party with sixty (60) days advance written notice. Any attempted assignment or delegation in violation of this Section 15.iii will be void and will constitute a material breach of this Agreement by the Party attempting the assignment.

iv. **Notices.** Except as otherwise specifically provided in this Agreement or otherwise in writing by the Parties, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement provided pursuant to this Agreement must be given in writing and will be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail, five days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, (C) if by federal express or by any other overnight delivery service having a delivery tracking and verification system with charges prepaid, upon such delivery, or (D) if by email, when the recipient, by an email sent to the email address for the sender set forth herein, acknowledges having received the email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 15.iv. All notices will be addressed to the appropriate individuals as follows, or to such other address as either Party may specify in writing to the other in the future (in accordance with this Section 15.iv).

In the case of Client:

Attn: [●]

With a copy to: [●]

In the case of Provider1st:

Provider1st

[●]

[●]

Attention: [insert]

Copy to: [insert]

Each Party will provide the other Party with proper mailing addresses and electronic mail addresses of all designees that should receive certain notices or communications intended for that Party. A Party may from time to time change its address or designee for notification purposes by

giving the other Party prior written notice, in accordance with this Section 15.iv, of the new address or designee and the date upon which it will become effective.

- v. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the Parties.
- vi. **Severability.** If any provision hereof is found invalid or unenforceable pursuant to judicial decision, the remainder of this Agreement will remain valid and enforceable according to its terms.
- vi. **No Waiver.** No delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- vii. **Consents and Approvals.** Except where expressly provided as being in the discretion or sole discretion of a Party, where agreement, approval, acceptance, consent or similar action by either Party is required under this Agreement, such action will not be unreasonably delayed or withheld. An approval, acceptance, consent or similar action by a Party under this Agreement will not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent. An agreement, approval, acceptance, consent or similar action by either Party will not be effective unless in writing.
- viii. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
- ix. **Amendments.** No amendment to, or change, waiver, or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge is sought to be enforced.
- x. **No Third Party Beneficiaries.** This Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than Client (including its business units, Affiliates and permitted assignees) or Provider1st (including its business units, Affiliates and permitted assignees).
- xi. **Further Acts.** Subsequent to the execution and delivery of this Agreement, and without any additional consideration, each Party will execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

- xii. Rules of Interpretation.** The section headings and the table of contents used in this Agreement are for convenience of reference only and will not enter into the interpretation of this Agreement. Unless the context requires otherwise, (A) "including" (and any of its derivative forms) means including but not limited to, (B) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, (C) "will" and "will not" are expressions of command, not merely expressions of future intent or expectation, (D) "written" or "in writing" is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in Section 15.iv (Notices) in those and other circumstances, (E) use of the singular imports the plural and vice versa, and (F) use of a specific gender imports the other gender(s). References in this Agreement to "hours" or "days" that do not specifically refer to normal business hours or Business Days are references to clock hours or calendar days, respectively, unless otherwise provided.
- xiii. Survival.** Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason, including without limitation this Article 10 and Article 4 (Fees), Article 3 (Ownership), Article 7 (Indemnification), and Article 6 (Confidentiality), and Article 8 (Representation and Warranties; Disclaimer). The Parties must file any claim arising directly or indirectly from this Agreement no later than six months after the effective date of termination or expiration of this Agreement, or the applicable Statement of Work if the Agreement remains in effect. The Parties waive the right to file a claim arising directly or indirectly from this Agreement or a Statement of Work under any longer statute of limitations, if applicable.

Client:

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Provider1st:

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Order Form 1

Provider1st Services

Date:

Products/Services	Price	Units
PRO Platform	\$150.00	Per Provider Per Month

Additional Pricing Terms

- Provider means a healthcare professional such as a doctor, Nurse, Physician's Assistant, Pharmacist or Nurse Practitioner.
- Practice may not use the Provider1st Services or Products for a greater number of Providers than listed in the Order Form.
- Subscription will remain in place until terminated under the terms of the Agreement.

Optional Services

Products/Services	Price	Units
Professional Services	\$200	Per Hour

Professional services shall be documented in writing and signed by Client prior to Advantmed commencing services

The prices set forth in this Fee Schedule are subject to an annual increase of three percent (3%).