# SOFTWARE TERMS & CONDITIONS

### DEFINITIONS.

“***Authorized User***” means the employees, agents, and subcontractors of Customer that are authorized by Customer to access the Services.

“***Clinical Staﬀ***” means qualified, experienced, certified, and/or licensed (when required by Law) nurse practitioners, registered nurses, licensed practical nurses, and medical assistants, who have successfully passed criminal background checks, and provide outsourced remote patient monitoring and/or care management services for MedHab’s customers.

“***Customer Data***” means (a) all data and information Customer transmits to MedHab, including PHI (as defined below) and Patient-Generated Health Data; (b) data, records and information MedHab generates that relates directly to the Services for Customer, exclusive of information or documentation that MedHab generates for use in MedHab’s business generally, for use with multiple customers, and De-Identified Data as defined below; and, (c) data and information that relates exclusively to Customer or Customer’s business and operations.

“***De-identified Data***” means personally identifiable information (PII) and PHI (defined below) that has been stripped of certain identifiable elements so as to render the individual’s data de-identified.

“***MedHab Data***” means: (a) all data, software (in any form) and information MedHab transmits to Customer regarding MedHab;

(b) all data, records and information generated in MedHab’s business or by its Services or Software, including any information relating to MedHab’s subcontractors and/or affiliates; (c) all MedHab Intellectual Property, together with all derivative works of the MedHab Intellectual Property; (d) data, records or information occurring in any form, whether developed, generated, stored, possessed or used by MedHab, Customer, or a third party if related to the items described in (a) through (c) above; and (e) De-identified Data.

“***Devices***” means MedHab’s StepRite and/or MyNotifiRx device(s), which have gone through the applicable FDA regulatory pathway and will be distributed to Patient Users. MedHab shall replace defective devices to Customer at no extra cost.

“***Intellectual Property Rights***” means any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights that are now or hereafter protected or legally enforceable under state or Federal common laws or statutory laws or laws of foreign jurisdictions.

“***Patient-Generated Health Data***” means physiologic data from a Patient User (as defined below).

“***Patient Mobile App***” means the portion of the Software that allows Patient Users to track Patient-Generated Health Data.

“***Patient User***” means any patient of Customer or any duly authorized representative or agent of a patient, who has registered to use the Services and has agreed to the Terms of Use.

“***Protected Health Information***” or “***PHI***” shall have the meaning ascribed to such term in 45 C.F.R. 160.103.

“***Provider-Facing Dashboard***” means the portion of the Software which allows healthcare providers to track and analyze Patient-Generated Health Data.

“***Services***” shall mean those products and service offerings Customer has selected to purchase from MedHab on the Order Form.

“***Software***” means the Patient Mobile App and Provider-Facing Dashboard, including all of the capabilities and functionalities associated with them, and MedHab’s user support services.

**“*Terms of Use*”** or “***TOU***” means the agreement between each of Customer’s individual users of the Software and MedHab.

1. **TERM.** The Term indicated on the Order Form shall constitute the Term of this Agreement.
2. **PRODUCTS & SERVICES.** By signing the Agreement, Customer agrees to these Terms & Conditions as well as those set forth in Exhibit A, “Services List and Additional Terms.”

### LICENSE & CUSTOMER DATA.

* 1. Application Software. Subject to Customer’s compliance with the terms of this Agreement, MedHab will provide Software access to Customer and Authorized Users. Customer and Authorized Users may use the Software to access and use it in accordance with the Terms of Use.
	2. Customer Data. Customer grants to MedHab a limited, non-exclusive, royalty-free, worldwide license to:
		1. Use, reproduce, aggregate and modify Customer Data and perform all acts with Customer Data as may be necessary for MedHab to provide the Services;
		2. Use Customer’s name, logo, and trademark for marketing purposes upon written consent of Customer; and
		3. Use or modify Customer Data for the purposes of creating De-identified Data from PII and PHI contained in Customer Data. MedHab intends to use De-identified Data, aggregated with the de-identified data of other MedHab customers, to enable MedHab to provide more targeted, accurate, and useful insights to its customers.

### CUSTOMER RESPONSIBILITIES.

* 1. System. Excluding MedHab’s Services, Customer is responsible for (a) obtaining and maintaining all computer hardware and software, and other communications equipment necessary for Authorized Users to access and use the Services via the Internet; (b) contracting with third party ISP and other communication service providers to use the Software via the Internet; and (c) paying all third-party fees and access charges incurred in connection with the foregoing.
	2. Consents; Health Care Provider Requirements; MedHab Onboarding Policies and Protocols. Customer shall obtain and document necessary patient consents, authorizations, and other related documents from Patient Users prior to receiving Services. Customer will obtain all additional necessary consents and authorizations to enable MedHab to use, process and store Customer Data. Customer will not furnish MedHab any Customer Data that includes an individual’s in the event such individual objects. Customer also agrees to comply with, and shall ensure that all of its physicians who are treating providers and have ultimate responsibility for Patient Users’ care comply with, MedHab’s onboarding policies, clinical protocols, processes, and platform implementation documents, which shall be provided to Customer prior to the commencement of Services and at any subsequent time upon request, to allow MedHab to efficiently onboard Patient Users onto its virtual platform.
	3. TOU. Customer is responsible for its actions and the actions of Authorized Users while using the Software. As a condition to Customer’s and Authorized Users’ use of the Software, Customer shall require Authorized Users to review and accept MedHab’s Terms of Use (“***TOU***”), as updated by MedHab from time to time, prior to accessing the Software.
	4. Patient Copays and Deductibles. Customer is responsible for collecting from Patient Users any applicable patient copays, coinsurance, or deductible amount required by Patient User’s health insurance plan, whether commercial or government sponsored. NOTE: MedHab can provide this patient responsibility collection service on behalf of Customer for an additional fair market value fee.

### PAYMENTS; INVOICING; DISPUTES; TAXES.

* 1. General Terms. As compensation for the Services, Customer shall pay MedHab the fees indicated on the Order Form. MedHab shall invoice Customer for fees owed to MedHab on a monthly basis. MedHab and Customer

represent and warrant that the fees are fair market value for the Services, were negotiated in an arm’s length transaction, and in no way or manner represent any payment for referrals. Customer shall set up automatic payments with MedHab prior to commencement of Services, and shall pay MedHab for invoiced amounts and any other amounts due under this Agreement via electronic transfer or credit card within 30 days of receipt of invoice. Unless Customer disputes an invoice within five (5) business days of receipt, MedHab shall automatically charge Customer for the full amount within 30 days of Customer’s receipt. All amounts set forth in this Agreement are denominated and shall be paid in U.S. dollars.

* 1. Overdue Payments. Any payment owed by Customer to MedHab that is not timely paid may accrue, at MedHab’s discretion, a 1.5% late charge of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date payment was due until the date paid. If there are payments outstanding for more than thirty (30) days and such payments have not been disputed in good faith pursuant to Section 6(C), MedHab reserves the right to suspend Services until such amounts are paid in full. Customer shall continue to be obligated to pay all fees during such suspension period.
	2. Disputed Payments. Customer must dispute any fees or expenses, in writing, to MedHab within five (5) business days of receipt of the invoice specifying such fees or expenses (a “***Dispute Notice***”). In the event Customer disputes any fees or expenses owed under this Agreement and withholds payment, MedHab and Customer shall attempt to resolve such dispute through informal good faith discussions between appropriate representatives within twenty

(20) days of receipt of the Dispute Notice before resorting to any other dispute resolution procedure.

* 1. Taxes. All amounts payable by Customer to MedHab under this Agreement are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature (“***Taxes***”), and all payments to MedHab are payable in full without reduction for Taxes unless Customer provides MedHab with a valid tax exemption certificate. Customer is responsible for payment of all Taxes.

### PROPRIETARY RIGHTS.

* 1. MedHab Intellectual Property. All inventions, works of authorship, and developments conceived, created, written, or generated by or on behalf of MedHab, whether solely or jointly, including without limitation, in connection with the Services (“MedHab Developments”) and all Intellectual Property Rights therein, shall be and always remain the sole and exclusive property of MedHab. Customer agrees to execute any documents or take any actions as may reasonably be necessary or requested by MedHab to perfect ownership of MedHab Developments.
	2. Customer Data. As between MedHab and Customer, all right, title and interest in the Customer Data belong to and are retained solely by Customer.
	3. Feedback License. MedHab owns all right, title and interest in and to any suggestion, enhancement, request, recommendation, or other feedback related to the Software provided by Customer (any “***Feedback***”). Feedback shall not be considered Customer’s Confidential Information pursuant to this Agreement.
	4. De-identified Data. As permitted in Section 4(B)(iii) above, MedHab may use PII and PHI (a subset of Customer Data) to create De-identified Data. MedHab may use, create, modify, aggregate, and disclose De-identified Data for any purposes not prohibited by law. MedHab owns all rights, title and interest in such De-identified Data, and any data, information and material created by MedHab with such De-identified Data, including all Intellectual Property Rights therein. De-identified Data is NOT Customer Data.

### REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

* 1. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the full authority to enter into this Agreement; (b) its acceptance of and performance under this Agreement will not breach any oral or

written agreement with any third party or any obligation owed by it to any third party; and (c) it will comply with any and all applicable local, state, and/or national laws or regulations.

* 1. Practice of Medicine. CUSTOMER AGREES THAT MEDHAB IS NOT A MEDICAL PROVIDER NOR IS MEDHAB PROVIDING 24/7 CONTINUOUS, SYNCHRONOUS, OR EMERGENCY ALERTING. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE INFORMATION, PRODUCTS AND OTHER ITEMS REFERENCED BY MEDHAB ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, OR PRODUCT AND THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING ANY PATIENT RESTS WITH ITS PHYSICIANS TREATING SUCH PATIENT.
	2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, THE SOFTWARE IS PROVIDED ON AN AS-IS BASIS. MEDHAB DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MEDHAB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

### CONFIDENTIALITY.

* 1. Confidential Information Defined. During this Agreement, each Party may have access to information that is considered confidential by the other. This information may include, but is not limited to, the technology, documentation, technical know-how, technical specifications, Software object code and source code, protocols, processes, strategic business plans, results of testing, systems, financial information, product information, methods of operation, patient information, and compilations of data (“Confidential Information”).
	2. Confidential Information Terms. Each Party shall use the other Party’s Confidential Information only for the purposes of this Agreement. Each Party shall maintain the confidentiality of the other Party’s Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other Party’s Confidential Information. Each Party is permitted to disclose the other Party’s Confidential Information to its employees, contractors and other third parties on a need to know basis only, provided that such employees, contractors and/or third parties have contractual or legal confidentiality obligations to that Party no less stringent than those contained in this Agreement. Each Party shall be and remain fully liable and responsible for its employees’, contractors’ and/or other third parties’ unauthorized disclosure or use of the other Party’s Confidential Information.
	3. Exceptions. Each Party is permitted to disclose the other Party’s Confidential Information as legally required in response to a court order, subpoena, administrative proceeding and/or similar legal process; provided that it, to the extent legally permitted, gives the other Party reasonable notice of the request, and an opportunity to defend and/or attempt to limit or prevent the disclosure of its Confidential Information. The confidentiality provisions of this Agreement do not apply to information that is or becomes generally available or known to the public through no act or omission of the receiving Party; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the “disclosing party”; or created by a Party independently of its access to or use of the other Party’s Confidential Information.
	4. Return of Confidential Information. Upon termination of this Agreement, each Party shall return the other Party’s Confidential Information and shall not use the other Party’s Confidential Information for its own, or any third party’s benefit.
	5. HIPAA Compliance. Each Party, to the extent applicable, will comply with laws and regulations applicable to the privacy and security of individually identifiable health information, including but not limited to state laws and regulations and the Health Insurance Portability and Accountability Act (“***HIPAA***”), the Health Information Technology for Economic and Clinical Health Act (“***HITECH***”), and/or regulations promulgated thereunder (“***HIPAA Regulations***”). State law, HIPAA, HITECH, HIPAA Regulations and other federal laws and regulations are hereafter referred to collectively as “***Privacy Laws***”. As such, by signing this Agreement, the Parties agree to execute a business associate agreement (“***BAA***”) prior to any Services being rendered.
	6. Security. Each of Customer’s Authorized Users will create a unique user login and passwords to access and use the Software. Customer will be, and will ensure that its Authorized Users are, responsible for maintaining the confidentiality of all User logins and passwords and for ensuring that each User login and password is used only by the Authorized User to which it was issued. Customer shall restrict its Authorized Users from sharing passwords. Customer agrees to immediately notify MedHab of any unauthorized use of any account or login and password issued to its Authorized Users, or any other breach of security known to Customer. MedHab will have no liability for any loss or damage arising from Customer’s failure to comply with the terms set forth in this Section. Customer will ensure its Authorized Users do not circumvent or otherwise interfere with any user authentication or security of the Software.

### INDEMNIFICATION.

* 1. Indemnification by Customer. Customer shall indemnify and hold harmless MedHab and its officers, directors, employees and agents (“***MedHab Indemnified Parties***”), from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys’ fees and expenses) (“***Losses***”), arising, directly or indirectly, out of or relating to any claim, action or proceeding (a “***Claim***”) based on

(i) the improper use or operation of the Services (and any third party software provided to Customer pursuant to this Agreement) by Patient Users, Customer and/or Authorized Users, including any non-authorized use of Customer’s user logins, provided, however, that Customer shall have no indemnification obligation for any claim for which the proximate cause was the gross negligence or willful misconduct of MedHab, (ii) a breach of the Agreement by Customer or any of its Authorized Users, (iii) the accuracy, quality, integrity, legality, reliability or appropriateness of Customer Data or any other content or data introduced to the Software and Services by any Authorized User,

(iv) violation of any applicable law, rule or regulation by Customer or any of the Authorized Users, (v) the diagnosis and/or treatment of any of Customer’s patients; and/or (vi) the negligent acts or willful misconduct of Customer or its personnel. Customer will pay all Losses incurred by MedHab Indemnified Parties from any such Claim.

* 1. Indemnification by MedHab. MedHab agrees to defend Customer and its officers, directors, employees and agents (a “***Customer Indemnified Party***”) from and against any Claims brought by a third party resulting from or arising out of (i) the unauthorized disclosure by MedHab of PHI in breach of the BAA; (ii) a successful claim that the Software infringes or misappropriates the patent, trade secret, trademark, copyright or other Intellectual Property Rights of any third party (an “***Infringement Claim***”); and/or (iii) MedHab’s breach of this Agreement.
		1. In the event of an unauthorized disclosure by MedHab of PHI in breach of the BAA, MedHab shall undertake, and shall bear its own costs or third-party expenses incurred by MedHab with respect to, providing such credit monitoring services and notice to Customer’s affected patients as are required by applicable privacy and data security laws, including 45 CFR 164.400 et seq.
		2. In the event of an Infringement Claim, MedHab may, at its election, and sole expense, (i) modify the Software so that such Software is non-infringing and functionally equivalent; or (ii) obtain the right for Customer and Customer’s patients to continue using the Software at no additional cost to Customer. If none of the foregoing is commercially practicable, MedHab may terminate this Agreement.
	2. Procedure. Each Party shall provide to the other Party prompt notice of any Claim for which they are seeking indemnification. The indemnified Party may have counsel reasonably acceptable to the indemnifying party observe the proceedings at the indemnified party’s expense, provided the indemnifying party retains sole control of the defense of the Claim. The indemnified party has the right to approve any settlement that affirmatively places on the indemnified party an obligation that has a material adverse effect on the indemnified party other than requiring the indemnified party to cease using the Services or to pay sums indemnified hereunder. Such approval shall not be unreasonably withheld.

### LIMITATIONS OF LIABILITY.

* 1. No Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY IS OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
	2. Limits on Liability. MEDHAB SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN THE AMOUNTS PAID AND PAYABLE BY CUSTOMER TO MEDHAB UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.
	3. Essential Purpose. CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 11 ARE BARGAINED FOR REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
	4. Exceptions. The limitations and exclusions of certain damages set forth in this Section 11 will not apply to injury or damage caused by a Party’s gross negligence or willful misconduct.
	5. Limitation of Action. No action (regardless of form) arising out of this Agreement may be commenced by Customer against MedHab more than one (1) year after the cause of action arose.

### TERMINATION.

* 1. For Cause.
		1. Material Breach. Either Party may terminate this Agreement following a material breach by the other Party which is not cured during the Cure Period. The non-breaching Party shall notify the breaching Party of the breach in writing and the breaching party shall have thirty (30) days following receipt of the notification to cure the breach (the “***Cure Period***”).
		2. Other Cause. MedHab may terminate this Agreement immediately by providing written notice to Customer upon the occurrence of any of the following events:
			1. MedHab reasonably determines that Customer and/or its Authorized User(s) have been or are engaged in unlawful activity associated with the use of the Services;
			2. The indictment or conviction of Customer or its principals, employees, or agents for any felony or misdemeanor involving moral turpitude;
			3. The filing, with respect to Customer, of a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing;
			4. Upon the appointment of a receiver or trustee to take possession of all, or substantially all, of Customer’s assets, if such appointment is not terminated within thirty (30) days;
			5. Customer’s exclusion from participation in Medicare or Medicaid; and/or
			6. For any other reason MedHab feels could reasonably jeopardize the integrity or reputation of its operations or systems.
	2. Without Cause. Either Party may terminate this Agreement without cause upon 30 days written notice (90 day unwind) to the non- terminating Party. This Agreement may be terminated without cause at any time upon the Parties mutual written consent.
	3. Effect of Termination.
		1. Upon expiration or termination of this Agreement for any reason, (a) the License shall terminate and the Customer shall not use or access the Software; (b) MedHab’s obligation to perform support services shall cease; and (c) all fees and other amounts owed to MedHab will be immediately due and payable by Customer up through the effective date of termination.
		2. Within thirty (30) days after the effective date of applicable termination, MedHab will make any Customer Data stored on the Software available upon written request to Customer in its native form.
		3. Upon termination without cause by MedHab, or termination for cause by Customer, Customer shall be entitled to a refund of any fees pre-paid but unearned as of the effective date of termination.

### MISCELLANEOUS.

* 1. Insurance. Customer shall maintain throughout the Term, at its own expense and in the minimum amounts specified herein:
		1. Professional Errors & Omissions insurance with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in annual aggregate;
		2. Commercial General Liability insurance with limits of Five Hundred Thousand Dollars ($500,000) per occurrence and One Million Dollars ($1,000,000) in annual aggregate; and
		3. Cyber Liability insurance with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in annual aggregate.

NOTE: If the above minimum amounts are not carried by Customer, Customer shall place its amounts of coverage below: E&O $ \_

Liability $ \_ \_

Cyber $

If these amounts of coverage are accepted by MedHab, MedHab shall sign the word “accepted” here: \_ .

* 1. Subcontractors. MedHab may use its affiliates or subcontractors to perform its obligations hereunder.
	2. Access to Books and Records. If this Agreement is for the provision of services with a value of Ten Thousand and 00/100 Dollars ($10,000.00) or more over a twelve (12) month period, then until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, MedHab shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services or from the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents and records of MedHab that are necessary to certify the nature and the extent of the reasonable cost of services to Customer. If MedHab enters into an agreement with any related organization to provide services pursuant to this Agreement with a value of Ten Thousand and 00/100 Dollars ($10,000.00) or more over a twelve (12) month period, such agreement shall contain

a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).

* 1. Notices. Any notices or other communications required to be in writing under this Agreement will be deemed to have been duly given either: (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested), delivered personally by commercial courier, or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to the parties at the following addresses (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid. Notices to MedHab shall be sent to the following address: P.O. Box 173206, Arlington, Texas 76003, Attn: CEO. Notices to Customer shall be sent to the address specified in the Order Form.
	2. Amendment. Except as may otherwise be specified in this Agreement, this Agreement may be modified, changed or amended only by a dated written instrument executed by a duly authorized person of each party. Notwithstanding the preceding sentence, either Party may request a formal amendment if said Party objectively and reasonably determines that the Fees no longer reflect fair market value for the Services, which the non-requesting Party agrees to use commercially reasonable efforts to effectuate the necessary amendment to ensure continued fair market value for the Services.
	3. Waiver; Severability. The failure of any Party to insist in any one or more instances upon performance of any term of this Agreement will not be construed as a waiver of future performance of the term, and the Party’s obligations for the term will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.
	4. Governing Law. This Agreement is governed by and construed per the laws of the State of Texas.
	5. Assignment. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party; provided, however, that MedHab may assign or transfer this Agreement, without Customer’s consent, to any of MedHab’s affiliates, subsidiaries, entities controlled by or under common control with MedHab, or in the event of a merger, change of control or sale of substantially all of its assets. This Agreement will bind the Parties and their respective successors and assigns and will inure to the benefit of the Parties and their respective permitted successors and assigns.
	6. Force Majeure. If any Party is unable to perform any of its obligations under this Agreement (other than payment obligations) because of any cause beyond the reasonable control of and not the fault of the Party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, or material unavailability, and if the non-performing Party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, such non- performing Party will give prompt notice to the other Party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences. If performance is extended under this section for more than sixty (60) days, then at any time before reinstatement of the performance, the other Party may terminate this Agreement upon notice to the non-performing Party.
	7. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to create any rights or obligations except among the Parties; and no person or entity will be regarded as a third-party beneficiary of this Agreement, except as otherwise provided in this Agreement.
	8. Survival. Any term of this Agreement that contemplates performance after termination of this Agreement will survive and continue until fully satisfied.
	9. Dispute Resolution. The Parties agree that all disputes shall be exclusively resolved by binding arbitration in Arlington, Texas or another location in Texas (at Company’s sole discretion) or virtually, through the American Health Law Association’s Dispute Resolution Service (“***DRS***”) by an arbitrator(s) selected by the Parties (or by the DRS if the Parties cannot agree) in accordance with the substantive law of the State of Texas and DRS’ procedural rules.
	10. Entire Agreement. This Agreement, including all applicable Attachments, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.
	11. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

# EXHIBIT A – SERVICES LIST AND ADDITIONAL TERMS & CONDITIONS

## Class II Blood Pressure Cuff, Pulse Oximeter, Glucose Monitor & Calibrated Weight Scale License and Software Service

MedHab oﬀers FDA Class II exempt connected blood pressure cuﬀs, pulse oximeters, glucose monitors, and calibrated weight scales (the “Devices”) to support Customer’s ability to provide remote patient monitoring (“RPM”) to its patients. Customer agrees to comply with Medicare’s RPM billing requirements.

After set up has occurred and the Devices are in use, the patient health data/information that captured by the Devices is securely transmitted and stored in MedHab’s HIPAA compliant server, and is made available to patients via a mobile app and to Customer and its providers via a web-based portal.

Customer and its providers are able to use the web-based portal to access readable dashboards to manage their patients’ physiologic data and health remotely.

Company Roles and Deliverables:

* Give Customer and its treating providers MedHab software platform access and each Patient User use of selected Device(s).
* Train Customer staff.
* Provide informational material and educate Patient Users on the use of the Device(s).
* Provide technical support for Customer’s providers and Patient Users between the hours of 9am – 5pm Central Standard Time, Monday through Friday.
* Provide monthly summary reports that show Patient Users’ utilization of the Device(s) and the associated software to facilitate Customer’s ability to bill Medicare for RPM services rendered to Patient Users.

Customer Roles and Deliverables:

* Schedule time for employee training.
* Submit any needed pre-authorization to payors and submit claims for services to payers.
* Onboard Patient Users and provide MedHab with patient details.
* Set up Patient Users in MedHab’s provider dashboard.
* Educate Patient Users on the clinical importance of using the Devices.
* Provide feedback to Company for product improvement on an ongoing basis.

## StepRite License and Software Service

MedHab’s StepRite device and its associated software are being oﬀered to support Customer’s ability to provide remote patient monitoring (“RPM”) and remote therapeutic monitoring (“RTM”) to its patients. Customer agrees to comply with Medicare’s RPM and/or RTM billing requirements.

StepRite is a pair of insoles that is an FDA Class II exempt device. The insoles are programmed via rehabilitative protocols by the provider which are automatically uploaded to the patient StepRite application. The patient registers, pairs and connects the insoles for use. Once connected, the patient

simply follows the textual and audible prompts to perform the rehabilitative regimen as set by the provider. The information is streamed to the MedHab/StepRite HIPAA secured server where the measurements are placed into dashboard form for providers. Providers view the data and make clinical judgments. The provider can customize the protocols as needed to meet the patient’s rehabilitative needs. The provider can engage the patient in-clinic or remotely.

Company Roles and Deliverables:

* Give Customer and its treating providers MedHab software platform access and each Patient User use of StepRite.
* Train Customer staff.
* Provide informational material and educate Patient Users on the use of StepRite.
* Provide technical support for Customer’s providers and Patient Users between the hours of 9am – 5pm Central Standard Time, Monday through Friday.
* Provide monthly summary reports that show Patient Users’ utilization of StepRite and its associated software to facilitate Customer’s ability to bill Medicare for RPM and/or RTM services rendered to Patient Users.

Customer Roles and Deliverables:

* Schedule time for employee training.
* Submit any needed pre-authorization to payors and submit claims for services to payers.
* Onboard Patient Users and provide MedHab with patient details.
* Set up Patient Users in MedHab’s provider dashboard.
* Educate Patient Users on the clinical importance of using StepRite.
* Provide feedback to Company for product improvement on an ongoing basis.

## MyNotifiRx License and Software Service

MedHab’s MyNotifiRx device and its associated software are being oﬀered to support Customer’s ability to provide RPM and RTM to Customer’s patients. Customer agrees to comply with Medicare’s RPM and/or RTM billing requirements.

MyNotifiRx is a wearable device that is an FDA Class I exempt device. The device is programmed via rehabilitative protocols by the provider which are automatically uploaded to the patient MyNotifiRx application. The patient registers, pairs and connects the device for use. Once connected, the patient simply follows the textual and audible prompts to perform the rehabilitative regimen as set by the provider. The information is streamed to the MedHab/MyNotifiRx HIPAA secured server where the measurements are placed into dashboard form for providers. Providers view the data and make clinical judgments. The provider can customize the protocols as needed to meet the patient’s rehabilitative needs. The provider can engage the patient in-clinic or remotely.

Company Roles and Deliverables:

* Give Customer and its treating providers MedHab software platform access and each Patient User use of MyNotifiRx.
* Train Customer staff.
* Provide informational material and educate Patient Users on the use of MyNotifiRx.
* Provide technical support for Customer’s providers and Patient Users between the hours of 9am – 5pm Central Standard Time, Monday through Friday.
* Provide monthly summary reports that show Patient Users’ utilization of MyNotifiRx and its associated software to facilitate Customer’s ability to bill Medicare for RPM and/or RTM services rendered to Patient Users.

Customer Roles and Deliverables:

* Schedule time for employee training.
* Submit any needed pre-authorization to payors and submit claims for services to payers.
* Onboard Patient Users and provide MedHab with patient details.
* Set up Patient Users in MedHab’s provider dashboard.

## Care Management Services

MedHab provides care management and device-data monitoring services through Clinical Staﬀ to support an outsourced RPM and/or other care management services model. These services consist of:

1. Care Management and Data Monitoring. Clinical Staff monitoring device-data notifications and managing them pursuant to a clinical protocol with Customer under the general supervision of Patient Users’ physicians or non-physician practitioners. Clinical Staffshall document their interactions with Patient Users in the Provider-Facing Dashboard. Clinical Staff shall communicate with Patient Users as necessary, based upon their health condition(s) or status, and escalate high-risk Patient Users to Customer for clinical management in accordance with the clinical protocol with Customer’s. Clinical staff will also provide Patient Users care management services based upon the care plan generated for each Patient User by his/her treating physician or treating non-physician practitioner.
2. Patient Recruitment Support. MedHab may assist with patient enrollment and patient engagement upon the reasonable request by Customer after Customer has identified prospective patients based upon medical need. MedHab may provide prospective patients written materials about Customer’s new RPM, RTM, or other care management service offering(s) with MedHab and discuss the new offering(s) with them.