 **Medallion**

# Master Services Agreement

1. SERVICES AND SUPPORT. In consideration of (and subject to) payment of the fees and marketing obligations listed herein and on the applicable Order Form (the "Fees") and subject to full compliance with all the terms and conditions of this Agreement, Service Provider will use reasonable commercial efforts to provide Customer the Services selected in the Order Form and the applicable General Service Level Support Terms identified in Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's Service Provider account (the "Account"). Customer may use the administrative user name and password to create standard users (each with a user password) up to the maximum number permitted in the Order Form. Service Provider reserves the right to refuse registration of, or cancel passwords it deems inappropriate. By entering into this Agreement and using the Service, Customer accepts and agrees to be bound by the Service Provider's terms of service and privacy policies listed on Service Provider's website.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for Services and the applicable hosted software will be installed, accessed and maintained only by or for Service Provider and no license is granted thereto. Subject to all terms of this Agreement, Service Provider hereby grants to Customer, for the term of this Agreement, a non-exclusive, nonsublicensable, non-transferable, non-assignable, royalty free license to use, reproduce and distribute internally within Customer's business, and for Customer's internal use only (and only in accordance with any applicable documentation), the documentation and data provided to Customer by Service Provider (the "Customer Data"). Customer will not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services (or any underlying software, documentation or data related to the Services); modify, translate, or create derivative works based on the Services or any underlying software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any underlying software; use the Services or any underlying software for timesharing or service bureau purposes or otherwise for the benefit of a third party; publish the Customer Data without the prior written consent of Service Provider; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will access and use the Services only in compliance with Service Provider's standard access and security policies then in effect. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). Customer shall be responsible for compliance with any and all applicable third party terms of service and privacy policies for platforms, networks and/or websites that they run their applications on, including but not limited to, Facebook, Android, Blackberry or iOS/App Store.

2.3 Customer shall be responsible for ensuring that such Equipment is compatible with the Services and complies with all configurations and specifications set forth in Service Provider's published policies then in effect. Customer shall also be responsible for maintaining the security of the Equipment, the Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer represents and warrants that to the extent Customer grants Service Provider access to a third-party service so that Service Provider may perform certain Services for Customer, Customer has the right and authority under its agreement with such third party service provider to give Service Provider access to such third party service.

2.5 Customer agrees that it will not, directly or indirectly, solicit for employment or hire any employees, vendors, contractors or consultants of Service Provider or any of its affiliated entities during the term of this Agreement and for one (1) year after termination or expiration of the Agreement.

2.6 Upon approval by Customer, Service Provider may (i) produce and publish a case study on its website regarding the Customer's use of the Services, and (ii) create self-promotional materials such as press releases, advertisements, brochures, etc. Upon approval by Customer, Customer shall provide a mutually agreeable quote with respect to Service Provider and the Services, to be used for Service Provider's marketing and publicity purposes.

3. CONFIDENTIALITY

3.1 Each party ("Recipient") understands that the other party ("Discloser") has disclosed or may disclose information relating to Discloser's business (hereinafter referred to as "Proprietary Information" of Discloser). Notwithstanding the foregoing, nothing (except the Services and underlying software, algorithms and information embodied therein) will be considered "Proprietary Information" of Discloser unless either it is or was disclosed in tangible or written form and is conspicuously marked "Confidential", "Proprietary" (or the like) at the time of disclosure or it is identified as confidential or proprietary at the time of disclosure and is delivered in the appropriately marked form within thirty (30) days of disclosure.

3.2 Recipient agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. Discloser agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof (except the Services and underlying software, algorithms and information embodied therein which shall remain confidential indefinitely) or any information that Recipient can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it without restriction on disclosure prior to receipt from Discloser, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of Discloser, or (e) is required by law to be disclosed. In the performance of the Services, Service Provider is expressly authorized to collect general user data and report on the aggregate response rate and other aggregate measures of the Services' performance, provided that the user data is anonymized and no personally identifying information of the Customer or its users is revealed.

4. PAYMENT OF FEES

4.1 Customer will pay Service Provider the Fees for the Services as listed on the applicable Order Form. The fees for any renewal term shall be at Service Provider's then standard rates currently in effect, or if applicable, as otherwise stated in the Order Form.

4.2 If Customer believes that Service Provider has billed Customer incorrectly, Customer must contact Service Provider no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Service Provider's customer support department. Service Provider shall respond to Customer within 3 business days after receiving such inquires.

4.3 Service Provider may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Service Provider 30 days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Service Provider's net income.

## 5. TERMINATION

5.1     Subject to earlier termination as provided below, this Agreement is for the initial Service Term as specified in the applicable Order Form (the "Initial Service Term"), and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least 30 days prior to the end of the then current term.

5.2     In addition to any other remedies it may have, Service Provider may also terminate this Agreement upon 10 days' notice if Customer materially breaches any of the terms or conditions of this Agreement, and if the breach is capable of remedy, fails to promptly remedy that breach within 5 business days of notice. If this Agreement is terminated as a result of a material breach by Customer during the Initial Service Term, Customer will pay in full all remaining Fees payable through the remainder of the Initial Service Term. If this Agreement is terminated as a result of a material breach by Customer after the Initial Service Term, the Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3     Termination (which includes expiration or non-renewal) of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any order form.

5.4     The parties' rights and obligations under Sections 2 ("Restrictions and Responsibilities"), 3 ("Confidentiality"), 4 ("Payment of Fees"), 6 ("Indemnification"), 7 ("Warranty and Disclaimer"), 8 ("Limitation of Liability"), and 9 ("Miscellaneous") shall survive termination.

## 6. INDEMNIFICATION

6.1     Service Provider agrees, at its own expense, to indemnify, defend Customer and hold Customer harmless against any third-party suit, claim, or proceeding brought against Customer alleging that the use of Services in accordance with this Agreement infringes any U.S. copyright, U.S. trademark or U.S. patent, provided that Customer (i) promptly notifies Service Provider in writing of any such suit, claim or proceeding, (ii) allows Service Provider, at Service Provider's own expense, to direct the defense of such suit, claim or proceeding, (iii) gives Service Provider all information and assistance necessary to defend such suit, claim or proceeding, and (iv) does not enter into any settlement of any such suit, claim or proceeding without Service Provider's written consent. The foregoing obligations do not apply with respect to the Services or portions or components thereof (x) not supplied by Service Provider, (y) made in whole or in part in accordance to Customer specifications, (z) combined with other products, processes or materials where the alleged infringement would not have occurred without such combination. This section states Service Provider's entire liability and Customer's exclusive remedy for infringement or misappropriation of intellectual property of a third party.

6.2     Customer hereby agrees, at its own expense, to indemnify, defend and hold harmless Service Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any third- party demand, claim, action, suit or proceeding that arises from an alleged violation of Sections 2.1 to 2.4, or otherwise from Customer's use of Services excluded from Service Provider's aforementioned indemnity obligations in the second to last sentence of Section 6.1, above.

7.     WARRANTY AND DISCLAIMER. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.     LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE APPLICABLE SERVICES UNDER THIS AGREEMENT OR RELATING TO ANY SUBJECT MATTER OF THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICE(S) DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SERVICE PROVIDER, SUCH AS A FAILURE OF TELECOMMUNICATIONS OR NETWORK SYSTEMS NOT CONTROLLED BY SERVICE PROVIDER, SHALL NOT BE CONSIDERED A SERVICE OUTAGE OR SERVICE DEFICIENCY FOR PURPOSES OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

9.     MISCELLANEOUS. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Service Provider's prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed on behalf of both parties by their duly authorized representatives, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind or attempt to bind Service Provider in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The parties agree that any material breach of Section 2 or 3 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of Section 2 or 3 in additional to any other relief to which the owner of such Proprietary Information may be entitled. This Agreement shall be governed by the laws of California without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California, or in a state court in San Francisco, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**Exhibit A**

**General Service Level Support Terms**

1.      Up-Time and Reliability. Service Provider will use reasonable commercial efforts with the intent that Services will be available and operational to Customer for 99% of all Scheduled Availability Time. "Scheduled Availability Time" shall be defined as twenty-four (24) hours a day, seven (7) days a week, excluding: (i) scheduled maintenance downtime; (ii) maintenance downtime for specific critical Service issues; and (iii) any downtime due to defects caused by Customer, one of its vendors, third party connections, utilities, or caused by other forces beyond the control of Service Provider (such as internet outages or outages with respect to Customer's network or internet access). Service Provider shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. In the event of any unexcused downtime, Service Provider will credit the prorated amount to the Customer's next monthly invoice.

2.      Maintenance. Service Provider will make available to Customer as part of the Services, all generally available enhancements, updates and bug fixes to the Services.

3.      Customer Responsibility. In addition to other responsibilities contained herein, Customer will be responsible for ongoing maintenance, management and accuracy of the vendor profile data. Additionally, Customer will be responsible for communicating and managing the vendor registration, vendor training and change management process.

4.      Support. Service Provider is available to receive product support inquiries via email or the Service Provider website 24 hours per day. Service Provider Standard Support Hours are 06:30 to 15:30 Pacific Time Monday through Friday for technical information, technical advice and technical consultation regarding Customer's use of the Services.

5.      Customer Support List. Customer shall provide to Service Provider, and keep current, a list of designated contacts and contact information (the "Support List") for Service Provider to contact for support services. Such Support List shall include (i) the first person to contact for the answer or assistance desired, and (ii) the persons in successively more responsible or qualified positions to provide the answer or assistance desired.

6.      Classification of Problems. Service Provider shall classify each problem encountered by Customer according to the following definitions and will use reasonable commercial efforts to address the problem in accordance with such classification according to the table below.

7. SEVERITY LEVELS AND RESPONSE TIMES

| Priority Code | Priority Description | Action Required | Expected response times | Guaranteed Response Time |
|---|---|---|---|---|
| P1 | Mission Critical. Data collection services and data reporting services are down, causing critical impact to business operations; no workaround available. | Escalation in accordance with provisions in "Escalation procedures" section below. | COMPANY will provide a status update by telephone and/or e-mail within one (1) business hour within the initial occurrence of the P1 issue. | COMPANY will provide a status update by telephone and/or e-mail within four (4) business hours within the initial occurrence of the P1 issue. |
| P2 | High. Data collection services and data reporting services are significantly degraded and/or impacting significant aspects of business operations. | Escalation in accordance with provisions in "Escalation procedures" section below. | COMPANY will provide a status update by telephone, e-mail, or via automated notification within the reporting interface of the Measurement Services as mutually agreed upon by the Parties, as warranted until (i) the problem is resolved, (ii) an acceptable workaround is found or (iii) the problem is determined to be outside of COMPANY's ability to control. | COMPANY will provide a status update by eight (8) business hours within the initial occurrence of the P2 issue |

| Priority code | Contact type | Company Contact | Contact Email | Time delay before escalation to next level |
|---|---|---|---|---|
| P1 | Primary | Key tech staffer / first available | support@medallion.co | 2 hours |
|  | Secondary | Dedicated account manager | support@medallion.co | 4 hours |
| P2 | Primary | All staff / first available | support@medallion.co | 8 hours |
|  | Secondary | Dedicated account manager | support@medallion.co | 12 hours |

8. SERVICE TIMES

| Type | Time to submission to state board or health insurance panel |
|---|---|
| New License Request | A New License Request will be submitted to the board or mailed to the provider within 10 business days from request. This does not include the amount of time it takes for providers to complete required tasks (reviewing the application, retrieving additional data, etc.) The SLA applies to up to 500 New License Requests within given calendar week. If the number of requests is above 500 New License Requests, contact Medallion support at support@medallion.co. |
| Payer Enrollment Request | A Payer Enrollment Request will be submitted to the payer within 10 business days from request. This does not include the amount of time it takes for providers or the group to complete required tasks (reviewing the applications, retrieving additional data, etc.) The SLA applies to up to 500 Payer Enrollment Requests within given calendar week. If the number of requests is above 500 Payer Enrollment Requests, contact Medallion support at support@medallion.co. |
| Credentialing File Generation | A complete Credentialing File will be generated within 5 business days from when the credentialing application is complete. This does not include the amount of time it takes for providers or client admins to complete required tasks (reviewing the application, retrieving additional data, etc.) or for third-party sources to return data necessary for verifications. The SLA applies to up to 500 New Credentialing Requests within given calendar week. If the number of requests is above this, contact Medallion support at support@medallion.co. |