

FACILITY PLATFORM ACCESS AGREEMENT

This Facility Platform Access Agreement (referred to as the "Agreement") is a legally binding agreement between you, your company or business ("you" or "customer") and MedicalMatch Corporation, a Utah corporation ("MedicalMatch" or "Provider"). This Agreement outlines the terms and conditions governing your access to the MedicalMatch Platform (defined below), which serves as a marketplace for you to find healthcare-related services from independent healthcare professionals.

NOTE: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND MEDICALMATCH CAN BE BROUGHT (SEE ARTICLE 9). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST MEDICALMATCH TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

The MedicalMatch Platform includes both the website and mobile application, the "MedicalMatch App." Your access also includes a range of associated services, which encompass payment, license and eligibility verification, and support functions. These services are offered by MedicalMatch, its affiliates, or third-party providers, and collectively, we refer to them as "our Platform."

Access to our Platform is also subject to the relevant terms found on our website. These include, but are not limited to, this Agreement, our Marketplace Guidelines, as well as other applicable standards and policies, such as health and safety policies. Additionally, any other agreements you have with us, pertaining to how you engage with our Platform, your Platform preferences, along with this Agreement, are considered part of your overall agreement with MedicalMatch and are hereby incorporated by reference. By entering into this agreement, and/or by using or accessing our Platform, you expressly acknowledge that you've reviewed, understood, and agree to the terms outlined herein (including the dispute resolution and arbitration provisions in Article 9), and you intend to be legally bound by them. This agreement takes effect from the date and time of your acceptance.

ARTICLE 1: Definitions

1.1 Capitalized terms not defined in this Article I shall have those meanings defined in the Articles of this agreement in which they appear.

1.2 "**Healthcare Professional**" means an independent contractor who is paid by Provider from Professional Fees obtained by Provider, and is made available to fill a temporary staffing need of Customer.

1.3 "**Day**" means calendar day unless expressly stated otherwise.

1.4 "**Fee**" means total amount due to Provider from Customer as compensation for providing access to Provider's marketplace of pre-qualified candidates based upon the requirements

established by Customer that leads to a filled position and all other Services hereunder, including without limitation the Software Subscription Fee, the Professional Fee, and the Surcharge.

1.5 “**Intellectual Property**” (IP) includes, but may not be limited to, any and all proprietary rights, patents, copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights related to the Services provided to Customer, including the Software.

1.6 “**Open Position**” means a temporary staffing need of Customer that may be satisfied by a Healthcare Professional.

1.7 “**Services**” means the platform technology services that Provider shall provide to Customer as described herein, including a platform for Provider to post its Open Positions and Customer to screen, pre-qualify and provide access to Healthcare Professionals in respect of such Open Positions.

1.8 “**Software**” means tools or other software that Provider develops and makes available for purposes of facilitating access to, operation of, or use with the Services (including any updates Provider may make available from time-to-time), but not including (for the avoidance of doubt), any third-party products provided with or incorporated into the Software or other platform technology services of Provider.

1.9 “**Taxes**” means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental or quasi-governmental entity or political subdivision, and however designated or levied. “**Sales And Use Taxes**” means all Taxes directly on sales, use of the Services, including any applicable value added tax directly related to the Services provided by Provider hereunder. “**Provider’s Taxes**” means all Taxes other than Sales And Use Taxes, including (a) any taxes imposed upon the net income or capital of Provider, (b) any taxes in lieu of such net income taxes, (c) any taxes that are to be borne by Provider under law (other than directly on the sale of the Services provided by Provider hereunder), (d) employment taxes, (e) payroll taxes, (f) social security taxes, (g) FICA, unemployment and disability taxes, (h) FUTA, (i) Medicare, (j) self-employment taxes, (k) estimated taxes (l) other applicable withholdings, (m) any taxes imposed on capital, and (n) property and ad valorem taxes.

1.10 “**Provider’s Agents**” means any and all agents, representatives, and employees of Provider. Healthcare Professionals and other contractors that are not retained by Provider to provide services directly to Provider are not Provider’s Agents.

ARTICLE 2: Provider’s Services; Scope of agreement

2.1 **Exclusivity; Quantity.**

2.1.1 The relationship of the parties is non-exclusive. Customer may request staffing, onboarding, or technology platform services from other parties.

2.1.2 By entering this agreement, Customer is agreeing to post on Provider’s technology platform all of its Open Positions or other open staffing shifts which are applicable to the Services.

2.1.3 Immediately upon such time as Provider makes the Software available to Customer for use, Customer's Open Positions shall be posted on Provider's technology platform for potential fulfillment by Healthcare Professionals with user accounts on Provider's platform.

2.2 Provider's Responsibilities.

2.2.1 Provider shall deliver a Software product that:

2.2.1.1 Complies with industry standards and healthcare regulations, and follows best practices regarding data security and privacy;

2.2.1.2 Allows Customer to create a public profile with pertinent details on their facility such as location, services provided, and bed count;

2.2.1.3 Allows posting of jobs with requirements and qualifications set by Customer. Requirements may include dates and times, contract length, compensation (or considerations, benefits, or offers outside of pay rate), certifications and credentials required, pre-employment screening, and special considerations (if any);

2.2.1.4 Allows Customer to browse potential candidates' public profiles; and

2.2.1.5 Allows Customer to filter through candidates based on specified criteria, including but not limited to location, specialty, qualifications, and certifications.

2.2.2 Provider shall conduct or partner with third-parties of its choosing to document initial pre-screening checks, and will perform periodic monitoring of:

2.2.2.1 License verification; Sex Offender Registry; Chest x-ray; Proof of vaccination (if required by law or regulations); Federal background check.

2.2.2.2 If additional screening is required, Customer agrees to pay the cost of the screening and provide Provider with a list of those additional requirements.

2.2.3 Provider shall not be liable for damages resulting from the actions or inactions, including but not limited to acts or omissions caused by the Healthcare Professional's negligence, gross negligence, fraud or willful misconduct, or any damages caused by third-party screening partners' failures, misrepresentations, negligence, fraud or willful misconduct.

2.2.4 If Customer or any of its employees, contractors or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties

governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

2.3 Customer's Responsibilities.

2.3.1 To facilitate Provider's development of the Software and the Services, and to the extent not prohibited by applicable law, regulation or professional standards, Customer shall, as soon as reasonably practicable after the acceptance of this agreement, contact all prior healthcare employees, contractors or other healthcare professionals of Customer that have terminated their employment or other engagement with Customer and that were in good standing with Customer at the time of such termination, and notify such individual of Provider's Services and Customer's posted shifts at Customer's facility. Customer shall share with Provider the list of such former employees. Provider, as a partner in Customer's success, will prepare a draft notification and cooperate with Customer in tailoring such notification.

2.3.2 Pay Provider for use of the Services, in accordance with Article 4 of this agreement.

2.3.3 Immediately post all of its Open Positions, open shifts and other related staffing needs on the Software platform for potential fulfillment by Healthcare Professionals with user accounts on Provider's platform.

ARTICLE 3: Notices

3.1 Notices. All notices pursuant to this agreement ("Notice") shall be in writing and shall be given by personal delivery with a signed acknowledgment of receipt; by United States mail, postage prepaid, with return receipt requested; by an established commercial courier service, charge prepaid, with written proof of delivery; or by electronic mail or facsimile with confirmation copy sent by an established commercial courier service, as provided above, within 24 hours after the time and date of the electronic mail or facsimile transmission. A Notice shall be deemed effective upon receipt or, in the case of refusal to accept delivery or inability to deliver through no fault of the delivering party, the earliest of (a) the date of the attempted delivery or refusal to accept, (b) the delivery date of the return receipt, or (c) the date of receipt of Notice of refusal or Notice of non-delivery by the sending party.

ARTICLE 4: Fees, Expenses and Payment

4.1 Fees. Provider shall charge Customer, and Customer shall pay to Provider, the amounts set forth in this Section 4.1. of this Agreement within ten (10) days of Customer's receipt of a monthly invoice.

4.1.1 **Rates for Healthcare Professionals.** Customer will pay Provider a fee equal to a certain percentage of the total amount paid by Customer to or in respect of

a Healthcare Professional with respect to the Professional Fee (the “Surcharge”). The Surcharge will be displayed along with the Professional Fee when the Customer posts a shift.

4.1.2 **Payments to Healthcare Professionals by Provider.** All payments, bonuses, or incentives paid to any Healthcare Professional in respect of services secured from the Healthcare Professional through the Services (the “Professional Fee”) shall be paid by Customer as invoiced by the Platform. Such payments shall be in an amount equal to the rates and other compensation agreed upon by Customer and the Healthcare Professional on the technology platform. Provider shall collect all such payments and remit them to the Healthcare Professional.

4.1.3 **Payment in Event of a Shift Cancellation.** If Customer cancels a confirmed shift, they agree to pay the following fees to Vendor:

4.1.3.1 Cancellation within 24 hours but more than 12 hours before the shift: 50% of the combined Professional Fee and Surcharge that would have been due if the shift was completed as scheduled.

4.1.3.2 Cancellation within 12 hours of the shift: 100% of the combined Professional Fee and Surcharge that would have been due if the shift was completed as scheduled

4.2 Payment Terms. Payment of all fees herein shall be in United States currency. Provider invoices with payment terms that conflict with those in this agreement will be paid according to the terms most favorable to Customer and at Customer’s sole discretion.

4.3 Payment Date and Method. Provider agrees to accept payment by purchase card (“P-Card”), electronic fund transfer (“EFT”), or single use account (e.g., RapidPay). EFT payments will be made in accordance with and governed by (a) the Corporation Trade Rules of the National Automated Clearing House Association (“NACHA”) and (b) Article 4A of the Uniform Commercial Code as adopted by the State of Utah, as amended. If payment is made by P-Card, EFT, or single use account, payment is deemed made on the date Customer transmits the P-Card number or single use account information to Provider or the EFT to Provider’s financial institution.

4.4 Disputed Charges. Customer shall notify Provider in writing of any good faith disputed invoice no later than 30 Days after receipt of such invoice, and may withhold payment without being deemed in breach of this agreement, and all other obligations of the parties hereunder shall remain in full force and effect. Without limiting the foregoing, the Customer may only dispute a fee arising as a result of a Healthcare Professional’s alleged failure to provide adequate services if such services were not provided in material conformity with the description of the services required in the listing of the Open Position, and if Customer provides a description of the basis for such dispute along with reasonable supporting documentation. Upon resolution of disputed charges, and without limiting remedies, Customer shall be entitled to offset any overpayments against other amounts it may owe to Provider.

4.5 Records and Audit. Provider shall maintain complete and accurate accounting records, in accordance with sound accounting practices, to substantiate Provider's charges on each invoice. Such records shall include payroll records, job cards, attendance cards, and job summaries. Provider shall preserve such records for a period of at least two years after completion of the pertinent work. Customer shall have access to such records for purposes of audit, either through its own representatives or through an accounting firm selected and paid by Customer. Any such review of Provider's records shall be conducted at reasonable times, and no more than twice annually, during normal business hours.

ARTICLE 5: Confidential Information, Security, and No Publicity

5.1 Confidentiality.

5.1.1 From time to time, either party may disclose (the "Disclosing Party") or make available to the other party (the "Receiving Party") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information").

5.1.2 The Receiving Party shall keep in strictest confidence and trust all Confidential Information of the Disclosing Party and shall not disclose any such Confidential Information to any other entity or person or use any such Confidential Information without the express written consent of the Disclosing Party. The Receiving Party shall take all reasonable safeguards to prevent disclosure of the Confidential Information and shall not, and shall not permit any affiliate to, photocopy, transcribe, publish, or otherwise reproduce any of the Confidential Information, except with the express written consent of the Disclosing Party.

5.1.3 The obligations of the Receiving Party as stated in the preceding paragraphs of this Section 5.1 shall not apply to Confidential Information: (i) which is or becomes generally known or available to the public through no wrongful or negligent act of the Receiving Party; or (ii) which is disclosed pursuant to a court order or as required by an agency of the United States Government under applicable laws and regulations; provided, however, that in such event the Receiving Party shall legally resist disclosing the Confidential Information and shall notify the Disclosing Party of such disclosure in writing not less than twenty-one (21) days in advance of any disclosure or planned disclosure. Notwithstanding the foregoing, Confidential Information shall not be deemed to be in the public domain merely because any part thereof is embodied in a product or because individual features, components or combinations thereof are now or become known to the public.

ARTICLE 6: Representations, Warranties, Indemnity, and IP

6.1 Provider's Warranties. Provider represents and warrants that as of the date of this agreement and at all times during the Term of this agreement: (a) Provider shall be liable for its own acts and omissions and, to the same extent, for the acts and omissions of Provider's

Agents in the performance of Provider's obligations hereunder; (b) no Service will infringe any intellectual property right of any third party; and (c) Provider does not warrant that the technology platform will function without error or that it will run without immaterial interruption, particularly during the six-month beta testing period. All of Provider's warranties hereunder shall be in effect to the maximum extent provided by law.

6.2 Mutual Warranties. Each party represents and warrants to the other party that as of the date of this agreement and at all times during the Term of this agreement: (a) each party shall comply with all international, federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of, and the discharge of its duties under, this agreement (without limiting the foregoing, Provider expressly represents and warrants that Provider will comply with the Patient Protection and Affordable Care Act, as amended); (b) each party is free to enter into this agreement and has no disability, restriction or prohibition that will interfere in any manner with its full compliance with and performance under this agreement; and (c) the execution, delivery and performance of this agreement by each party is authorized, and that the undersigned has the complete and unrestricted power and authority to execute this agreement on behalf of such party.

6.3 Agreements with Provider's Agents. Provider shall obtain and maintain in effect written agreements with each of Provider's Agents who participate in any services performed pursuant to this agreement. Such agreements shall contain terms sufficient for Provider to comply with all provisions of this agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidence on such Provider's Agents with respect to Customer's Confidential Information.

6.4 Disclaimer. Customer agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the technology platform, Customer assumes such risks. Provider offers no representation, warranty, or guarantee that Customer data will not be exposed or disclosed through errors or the actions of third parties. Provider will have no responsibility or liability for the accuracy of data uploaded to the platform by Customer, including without limitation Customer data and any other data uploaded by Customer's users. Except as otherwise specifically set forth in Section 2.2, Provider has no obligation under this agreement to provide support, maintenance, upgrades, modifications or new releases of the Services or the Software.

THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXCEPT AS OTHERWISE SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS AGREEMENT. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, EXCEPT AS OTHERWISE SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS AGREEMENT. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, ANY SERVICES PROVIDED BY A HEALTHCARE PROFESSIONAL OR ANY OTHER PERSON, OR RESULTS OF THE USE THEREOF, IN ANY CASE WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE

COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6.5 Indemnification.

6.5.1 **Defend and Indemnify.** Customer shall defend, indemnify, and hold harmless (at Provider's option) Provider, Providers affiliates and each of their employees, directors, shareholders, managers, members, trustees, officers, contractors, volunteers, representatives, agents, insurers and assigns from and against any and all actual or alleged claims, damages, judgments, costs, fees, expenses (including reasonable attorneys' fees and disbursements), liabilities and losses (collectively, "Indemnified Claims") arising out of or in connection with this agreement or any representation or warranty of Customer under this agreement. Indemnified Claims include, without limitation, government enforcement actions. Customer's obligations include, without limitation, (i) settlement and Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses, (ii) reimbursement of reasonable attorneys' fees incurred before Customer's assumption of the defense (but not attorneys' fees incurred thereafter). Customer shall not be required to indemnify or defend Provider against any injury, loss of life, or damage to the extent caused by the gross negligence or willful misconduct of Provider.

6.5.2 **Procedures for Claims.** Provider shall provide prompt notice of any Indemnified Claim and reasonably cooperate with Customer's defense. Customer will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if Customer fails to assume the defense on time to avoid prejudicing the defense, Provider may defend the Indemnified Claim, without loss of rights pursuant to this Section 6.5, until Customer assumes the defense; and (ii) Provider will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires it or an associate (as described in subsection 6.5.1) admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. Customer's obligations above in subsection 6.5.1 (Defend and Indemnify) will be excused if either of the following materially prejudices the defense: (A) Provider's failure to provide prompt notice of the Indemnified Claim; or (B) Provider's failure to cooperate in the defense.

6.6 Intellectual Property.

6.6.1 **Ownership of Intellectual Property:** The Customer acknowledges and agrees that all Intellectual Property developed, created, or utilized in connection with the Technology Platform Services rendered by the Provider shall remain the exclusive property of the Provider or its licensors, as applicable. The Customer shall not acquire any ownership rights, title, or interest in the Intellectual Property by virtue of this agreement, improvements or tailoring of the platform's functionality, or the use of the Services.

6.6.2 **License to Use:** Subject to the terms and conditions of this agreement, the Provider grants the Customer a non-exclusive, non-transferable, revocable license to

use the Intellectual Property solely for the purpose of utilizing the Services as intended. This license does not grant the Customer the right to sublicense, modify, distribute, reverse engineer, decompile, or create derivative works based on the Intellectual Property.

6.6.3 **Confidentiality and Non-Disclosure**: The Customer agrees to treat all aspects of the Services, including but not limited to the source code, algorithms, designs, and any other confidential information, as strictly confidential. The Customer shall take all reasonable measures to prevent unauthorized access, use, or disclosure of such confidential information and shall only disclose it to its employees or agents on a need-to-know basis. This confidentiality obligation shall survive the termination of this agreement.

6.6.4 **Third-Party Intellectual Property**: The Provider warrants that, to the best of its knowledge, the Services provided do not infringe upon the intellectual property rights of any third party. In the event of any claim or allegation of intellectual property infringement, the Provider shall, at its own expense, either procure the right for the Customer to continue using the Services or modify the Services to make them non-infringing, without compromising the functionality and purpose.

6.7 Limitation on Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION FEES AND SURCHARGES PAID TO PROVIDER DURING THE 12-MONTH TERM IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT.

Customer acknowledges and agrees that Provider has based its pricing on and entered into this agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Section 6.7, Section 2.2.5, Section 6.4, and Section 6.5, and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of any provision listed in the preceding paragraph, Provider's liability will be limited to the maximum extent permissible.

ARTICLE 7: Term and Termination

7.1 Term. The term of this agreement shall begin on the date you sign up for the Platform and shall continue until terminated by either party.

7.2 Termination. This agreement may be terminated (a) as required by law; (b) 30 Days after a non-breaching party has delivered written notice of a breach of this agreement to the breaching party and such breach remains uncured; (c) immediately upon delivery of Customer's Notice to Provider of a breach of any representation, warranty, or confidentiality provision contained this agreement; (d) by written mutual agreement of the parties; (e) immediately without delivery of Notice, upon: (1) the insolvency of either party as determined by such party's inability to pay its debts to creditors as they become due, (2) the filing by Provider of a voluntary petition in bankruptcy, (3) the involuntary commencement against either party of any proceedings relating to insolvency or bankruptcy which are not vacated within 30 Days, (4) adjudication of either party as bankrupt or insolvent, (5) the appointment by a court of a temporary or permanent receiver, custodian, trustee or other officer having similar powers for either party or such party's business who is not removed within 30 Days, (6) the issuance of any temporary restraining order or permanent injunction, or levy under court order, attachment, garnishment, execution or any other similar process against either party which is not vacated or removed by payment or bonding within 30 Days, or (7) any assignment by either party for the benefit of its creditors; each party shall immediately notify the other party in writing upon the occurrence of any of the above-listed events, and failure to do so shall constitute a breach of this agreement, and shall result in automatic termination of this agreement.

7.3 Final Invoice. Within 30 days after termination of this agreement, Provider shall submit to Customer an itemized invoice for unpaid fees or expenses, if any, which accrued under this agreement prior to termination.

7.4 Survival. The following provisions of this agreement shall survive termination or expiration of this agreement for any reason: **Section 2.3, Section 3.2, Section 4.2, Section 4.3, Section 4.4, Section 4.5, Section 4.6, Article 5, Article 6, Section 7.4, Section 7.5 and Article 8.**

ARTICLE 8: General Provisions

8.1 Conflicts; Severability. If any provision of the agreement is declared void, invalid or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall continue in full force and effect as if there were no such provision. The parties shall mutually agree on a replacement provision.

8.2 Attorney Review; Construction. Neither party shall be deemed the drafter of this agreement for the purpose of interpreting any provisions. In negotiating and drafting this agreement, each party had full opportunity to consult an attorney of its choosing. Captions and headings are for ease of reference and do not define or limit the scope of any terms contained herein or in any Attachment. As used herein and as is reasonable given the context, all words shall include the masculine, feminine or neuter gender; singular words shall include the plural; plural words shall include the singular; "and" shall include "or"; and "including" shall mean "including, but not limited to,".

8.3 No Agency, Unity, or Employment. Nothing contained in the agreement, any document executed in connection herewith or any other agreement with any other party shall be construed as making Provider and Customer partners, agents, joint ventures, or alter egos of each other or any other entity. Provider shall not obligate Customer for any debts or liabilities, except those expressly assumed by Customer hereunder. Provider shall not represent that Provider has authority to legally bind Customer. Without limiting any other Section of this agreement, Provider represents and warrants that it has complied and will comply with all applicable laws and regulations as promulgated or amended from time to time affecting the employment or retention of Provider's Agents, including, but not limited to, the Immigration Reform and Control Act of 1986; the Occupational Safety and Health Act of 1970; the Civil Rights Act of 1964; the Americans with Disabilities Act; and related regulations.

8.4 Non-Waiver; Modifications. Any failure by either party to exercise any of its rights hereunder shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver of any subsequent breach or default. Previous custom, practice, or course of dealing shall not be deemed a waiver of any rights or remedies that the parties may have hereunder. No waivers, modifications, amendments or supplements to the agreement shall be effective for any purpose unless in writing, signed by each party, in accordance with the terms hereof.

8.5 Entire agreement. This agreement together with Authorized Requests, Statements Of Work, and Attachments constitutes the entire agreement and understanding of the parties concerning the subject matter hereof, and supersedes any and all contracts, arrangements, commitments, understandings, dealings, and offers, whether oral or written, heretofore made by the parties with reference to the subject matter hereof. The agreement may be executed (manually or electronically) in counterparts and exchanged by facsimile or electronic transmission, each of which shall be deemed an original and taken together shall constitute one instrument for all purposes

ARTICLE 9: Arbitration Provision.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE HEARD BY A SINGLE ARBITRATOR, UNLESS THE CLAIM AMOUNT EXCEEDS \$1,000,000.00, IN WHICH CASE THE DISPUTE SHALL BE HEARD BY A PANEL OF THREE ARBITRATORS. THE ARBITRATOR(S) SHALL BE QUALIFIED FOR ADMITTANCE TO THE AAA® NATIONAL ROSTER OF ARBITRATORS. THE PLACE OF ARBITRATION SHALL BE SALT LAKE CITY, SALT LAKE COUNTY, UTAH. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

ARBITRATION SHALL PROCEED ONLY ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE ALL RIGHTS TO HAVE THEIR DISPUTES HEARD OR DECIDED BY A JURY OR

IN A COURT TRIAL AND THE RIGHT TO PURSUE ANY CLASS OR COLLECTIVE CLAIMS AGAINST EACH OTHER IN COURT, ARBITRATION, OR ANY OTHER PROCEEDING. EACH PARTY SHALL ONLY SUBMIT THEIR OWN INDIVIDUAL CLAIMS AGAINST THE OTHER AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON OR CLASS OF PEOPLE. THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO COMPEL ANY CLASS OR COLLECTIVE CLAIM, OR TO CONSOLIDATE DIFFERENT ARBITRATION PROCEEDINGS WITH OR JOIN ANY OTHER PARTY TO AN ARBITRATION BETWEEN THE PARTIES.

EACH PARTY WILL, UPON WRITTEN REQUEST OF THE OTHER PARTY, PROMPTLY PROVIDE THE OTHER WITH COPIES OF ALL RELEVANT DOCUMENTS, AS AGREED TO BY THE PARTIES. THERE SHALL BE NO OTHER DISCOVERY ALLOWED. IN MAKING DETERMINATIONS REGARDING THE SCOPE OF EXCHANGE OF ELECTRONIC INFORMATION, THE ARBITRATOR(S) AND THE PARTIES AGREE TO BE GUIDED BY THE SEDONA PRINCIPLES, THIRD EDITION: BEST PRACTICES, RECOMMENDATIONS & PRINCIPLES FOR ADDRESSING ELECTRONIC DOCUMENT PRODUCTION.

THE ARBITRATION WILL BE BASED ON THE SUBMISSION OF DOCUMENTS AND THERE SHALL BE NO IN-PERSON OR ORAL HEARING.

TIME IS OF THE ESSENCE FOR ANY ARBITRATION UNDER THIS AGREEMENT. AN ARBITRAL DEMAND MUST BE FILED WITHIN 1 YEAR OF THE ALLEGED BREACH. ARBITRATION HEARINGS SHALL TAKE PLACE WITHIN 90 DAYS OF FILING AND AWARDS RENDERED WITHIN 120 DAYS. ARBITRATOR(S) SHALL AGREE TO THESE LIMITS PRIOR TO ACCEPTING APPOINTMENT.

THE ARBITRATORS WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS MAY BE REQUIRED BY STATUTE. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES AND AN EQUAL SHARE OF THE ARBITRATORS AND ADMINISTRATIVE FEES OF ARBITRATION.

EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

THE PARTIES AGREE THAT FAILURE OR REFUSAL OF A PARTY TO PAY ITS REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY THAT PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES. IN SUCH EVENT, THE OTHER PARTY SHALL BE REQUIRED TO PRESENT EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR(S) MAY REQUIRE FOR THE MAKING OF AN AWARD. SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE PRESENTED AS PROVIDED FOR ABOVE.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

You may, at your option, opt out of electronically signing this Agreement by downloading a copy and affixing a hand-written signature, and uploading the signed contract to your profile.

By signing below, I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, and that I am legally competent to enter into this agreement with MedicalMatch.