

CUSTOMER AGREEMENT

This Master Services Agreement (this “MSA” or “Agreement”) is made and entered by and between **LifeWallet, LLC**, a Delaware limited liability company (“LifeWallet”), and **Patient/Provider/Authorized HIPAA third-party representative** requesting Electronic Health Records through LifeWallet/LifeChain - EHR (“Customer”) for the treatment and care of its patients. LifeWallet and Customer may be referred to herein individually as a “Party” and collectively as the “Parties.” The effective date of this Agreement shall be the date as of the last date fully executed by the Parties (the “Effective Date”).

RECITALS

WHEREAS, LifeWallet provides innovative technological solutions through web-based and front-facing applications, including a platform (named “LifeChain – EHR”) allowing subscribers and customers to request electronic health records (EHR) for individual health plan members, insureds and patients; and

WHEREAS, Customer wishes to contract with LifeWallet to provide it with certain requested services upon the terms and conditions provided in this Agreement as well as any attached Statements of Work (“SOW”), if applicable;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to as follows:

1. SERVICES.

- a. Description of Services.** LifeWallet will provide Customer with services as set forth on any order form or other form of calculating payments for the EHR(s) ordered and referenced in this Agreement (“Services”). The services are those services described, as governed and as described therein as well as in combination with this instrument. **In no event shall Customer (if a provider or authorized HIPAA third party representative) order any EHR for purposes of lead-generation (“lead generation” shall be defined as the action or process of identifying and cultivating potential patients/clients/customers for business products or services).** The service offered by LifeWallet is the retrieval of available EHR for patients, providers, and authorized HIPAA third party representatives seeking medical records for treatment and care, as defined by HIPAA.
- b. Scope of Work Order Form.** LifeWallet will provide the Customer with services as set forth in the order. Orders and all other documents referenced as part of this Agreement are hereby incorporated by reference into this Agreement. This Agreement will control if there are any conflicting terms between orders and this Agreement.

2. OWNERSHIP AND LICENSE.

- a. Ownership.** LifeWallet owns all data, devices, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, HTML code, source code, or software that reside or are viewable or otherwise discoverable on LifeWallet.
- b. License Grant.** Subject to the terms of this Agreement, LifeWallet grants Customer a limited, non-exclusive, and nontransferable license to:
 - i.** download, install, and/or have access to the LifeWallet Lifechain-EHR platform on an authorized Customer computer, smartphone, mobile device, or any other electronic device, owned or otherwise controlled by you or your entity (“Device”), strictly in accordance with this Agreement and any SOW; and
 - ii.** access, stream, download, and use on such Device the Services (as defined below) made available in or otherwise accessible through the application and/or site, strictly in accordance with this Agreement and applicable to such Services as set forth above.
 - iii.** LifeWallet authorizes Customer to make the Services listed in herein available only to Authorized End Users. The customer is not authorized to use the Services for purposes outside the rights granted herein.
- c. License Restrictions.** Customer shall not:
 - i.** copy or otherwise reproduce in any manner LifeWallet’s products and services, except as expressly permitted by this license;
 - ii.** modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of LifeWallet;
 - iii.** reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of LifeWallet or any part thereof;
 - iv.** remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from LifeWallet, including any copy thereof;
 - v.** rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available LifeWallet, or any features or functionality of LifeWallet, to any third party for any reason, including by making LifeWallet available on a network where it is capable of being accessed by more than one device at any time;

- vi. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting LifeWallet; and
 - vii. download, view or otherwise access any Protected Health Information (“PHI”) obtained from LifeWallet without first executing a Business Associates Agreement with LifeWallet or demonstrating the proper HIPAA and cybersecurity security protocols.
 - viii. Be entitled to and/or retain any electronic health records of the patients (if a Provider or other authorized HIPAA third-party representative) receiving treatment encounters, unless those patients have specifically authorized the party to receive a copy of the records.
- d. **Coverage.** LifeWallet will provide telephone or online support during LifeWallet’s normal business hours.

3. **FEES AND PAYMENT.**

- a. **Fees.** In consideration for the Services provided to Customer and the performance of LifeWallet’s obligations under this Agreement, Customer shall pay to LifeWallet, without offset or deduction, certain fees, in such amounts as may be determined by reference to this Agreement and any order form (the “Fee”). Fees shall be subject to adjustment by LifeWallet on sixty (60) day written notice to the Customer effective any time one (1) month after the commencement of the service period, provided that any increase in third party charges, such as tariffs or government fees, shall be immediately passed through to Customer. All payments are made through ACH or third-party service and due & payable PRIOR to EHR order. Any charges incurred by LifeWallet for the processing of the charges through ACH as contemplated under the terms herein shall be the responsibility of the Customer. This amount shall be added to the billed amount as part of the fee as stated herein. All fees will be invoiced in advance per the Service Period Start Date of this order. Any transaction, pass-through or overage fees will be invoiced. Customer can begin implementation / utilization as soon as the Agreement is executed and connections for access have been established and resiliency tested for proper protection of PHI and data/client onboarding. Invoicing will begin based on the Service Period Start Date. Unused base transactions expire at the end of the service period.
- b. **Payment.** Fees for the service shall be prepaid, unless otherwise agreed to between the parties. Fees shall be payable by Customer subject to the terms of the order form. The fee is non-refundable except as provided in the respective order form. Unpaid fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less. Customer shall notify LifeWallet within fifteen (15) calendar days of the invoice date of any disputed charges (the “Dispute Notification Period”). Such notification shall include written

documentation identifying and substantiating the disputed amount. Nevertheless, Customer shall submit to LifeWallet, by the Invoice Due Date, full payment of the undisputed portion of any LifeWallet invoice. If Customer fails to notify LifeWallet within the Dispute Notification Period, Customer will promptly pay LifeWallet the full value of the invoice, including any disputed charges, and waive any and all rights to such disputed charges. In the event that Customer improperly terminates or attempts to improperly terminate this Agreement, LifeWallet will have the right to, without limiting other available remedies, accelerate and declare due and payable in full all remaining undisputed amounts due from Customer to LifeWallet under this Agreement.

- c. At all times material hereto, the fees being paid to LifeWallet by the Customer are for the benefit of its patients (if a Provider and/or authorized HIPAA third party representative) that shall be receiving treatment and care from a licensed health provider. The ownership of the electronic health records belong to the patient and unless the patient has authorized the Customer to receive a copy of the electronic health records.
- d. Providers and authorized HIPAA third party representatives cannot order EHR for deceased individuals; this violates terms and conditions for access to Health Information Networks (HINs) accessed by LifeWallet. Prior to any order for an EHR, the Provider and/or authorized HIPAA third party representative shall review the request to **NOT** include and deceased persons(s). If a deceased person is included in an order for EHR, the party entering the order shall be charged a minimum of one hundred dollars (\$100) out of the prepaid fee charged for the order. It is agreed that this fee is reasonable in order to cover the resources expended by LifeWallet and its third-party telehealth provider in furtherance of the required treatment encounter for the care of a patient.

4. INTELLECTUAL PROPERTY RIGHTS.

- a. **Ownership.** Customer acknowledges that LifeWallet and its licensors retain all intellectual property rights and title (including any patent, copyright, trademark, and other rights) in and to all Services, Software, and their related Confidential Information, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, comprising, embodied in, or practiced in connection therewith, including, without limitation, all modifications, enhancements, configurations, upgrades, and interfaces thereto (“Works”). LifeWallet reserves and retains all intellectual property rights and title associated with Works and derivatives of Works. The Software, including its operation, code, architecture, and implementation, as well as the look and feel of the Software, is the valuable intellectual property of LifeWallet. The Software is protected by United States copyright laws and international treaty provisions. This Agreement does not give Customer any intellectual property rights in the Software. In connection with Customer’s use of the Services, Customer will not disassemble,

decompile, reverse engineer or make any other attempt by any means to discover or obtain the Software or its source code and LifeWallet will have the right to terminate this Agreement immediately, upon notice to the Customer, in any such event. In the event that any modifications are made to the Services by anyone other than LifeWallet, all warranties with respect to the Services shall immediately terminate.

- b. Proprietary Markings.** The customer will not remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within any Software. The placement of a copyright notice on Software or Documentation will not constitute publication or otherwise impair the confidential or trade secret nature of the Software or Documentation.
 - c. Use of Data.** LifeWallet may collect, use, store, share, and collect data concerning the operation of the Software and Customer's use of the same provided, however, that such data may only be used or shared to improve the Services and otherwise in an anonymized and aggregated manner that does not reveal the identity of Customer or Customer's information/data, unless permissions are granted allowing data use. LifeWallet agrees that it will not share data that it receives from the Customer with any other customer or any third-party user, other than as required regarding bi-directional treatment encounter notations, codes, or any other entries generated by Provider in order to complete delivery to the Health Information Network as required, unless permissions are granted allowing data use.
 - d. Third Party Websites.** The Services may contain links to third party websites ("Websites"). Such links are provided for convenience only and Websites are not under LifeWallet's control. LifeWallet is not responsible for the content of any Websites, and LifeWallet does not review, approve, monitor, endorse, warrant, or make any representation with respect to Websites. In no event will LifeWallet be responsible for the information contained in any Website or for Customer's use thereof. Websites may have terms and privacy policies different from those of LifeWallet, and LifeWallet is not responsible therefor.
- 5. CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "Confidential Information" will include all information that has or could have commercial value or other utility in the business or prospective business of LifeWallet or Customer or any of their affiliates, and all information of which unauthorized disclosure could be detrimental to the interest of LifeWallet or Customer or any of their affiliates whether or not such information is identified as Confidential Information by LifeWallet or Customer. By example and without limitation, Confidential Information includes but is not limited to any data and/or all information of the following or similar nature which relates directly or indirectly to the financial and/or business operations of each party, whether or not reduced to writing: financial condition, employees, engineering, marketing data and plans, functionality, security procedures and approaches, customer names and information, experimental work, distribution arrangements, copyright, service mark and trademark registrations and applications, patents and patent applications, licenses, agreements, unique and special

methods, techniques, procedures, processes, routines, formulas, know-how, trade secrets, innovations, inventions, ideas, algorithms, decision technology and/or models, discoveries, improvements, research or development and test results, research papers, specifications, technical data and/or information, software code (object and source), data, quality control and manufacturing procedures, formats, plans, sketches, drawings, models, samples, designs, specifications, customer lists, customer and supplier identities and characteristics, sales figures, pricing information, marketing and product plans, strategies, forecasts, financial information and projections, budgets, business plans and objectives, concepts, ideas and any other information or procedures that are treated as or designated secret or confidential by LifeWallet or Customer. Each party understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Customer shall use the same degree of care to protect the Confidential Information from improper use or non-disclosure as Customer would use with respect to Customer's own information of like importance which Customer does not desire to have published or disseminated, but in any event no less than reasonable care. Customer will not use any Confidential Information for any purpose not expressly authorized under this Agreement and will not disclose to third parties any such Confidential Information.

- 6. PROTECTED HEALTH INFORMATION.** Any access, use, or disclosure of protected health information ("PHI") or Personally Identifiable Information ("PII"), as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), will be governed by the Business Associate Agreement (the "BAA") in effect between the Parties, if applicable. LifeWallet may de-identify any PHI or PII that it receives from or creates for Customer and may use or disclose such de-identified information in any manner permitted by applicable law. Such de-identified information will not be subject to the terms and conditions of the BAA in effect between the Parties.

- a. TRANSFER OF DATA OBTAINED BY CUSTOMER.** If LifeWallet will not be storing data obtained for Customer, the Customer shall be responsible for the security and storage of the data in compliance with competent regulatory authority, rules, and regulations pertaining to the data. LifeWallet shall not be responsible for the data or its security once transferred despite any prior authorizations given for the data use as stated elsewhere in this agreement.
- b.** Customer shall execute a Business Associate Agreement ("BAA") with LifeWallet in the event that a patient of Customer (if a Provider or authorized HIPAA third party representative) requests that electronic health records be shared with the Customer. The BAA shall contain a provision regarding destruction of electronic health records if the client/patient requests that the same be destroyed.
- c.** Customer acknowledges that at all times under the terms of this agreement and any other accompanying Order Forms or documents requiring execution by Customer, the patient and NOT the Customer owns the electronic health records being

obtained for the patient. The Customer has no right to receive any copies of these records unless the patient, at his or her direction and sole and exclusive discretion authorizes that Customer receive the records that were obtained for the Patient by LifeWallet. To further clarify, the Patient owns the electronic health records retrieved by LifeWallet and NOT the Customer – the Patient may authorize delivery of the records to the Customer, but is not obligated to do so.

7. TERM AND TERMINATION.

- a. Term.** This Agreement will become effective on the Effective Date and will continue in effect until terminated in accordance with this Section. The term of each order will commence and continue until LifeWallet completes the order or notifies the party that there are no records available for a patient through the health information networks, unless earlier terminated in accordance with this Section. The Parties may extend the term of an order by written notice prior to the expiration of the then-current term of such order.
- b. Termination without Cause.** LifeWallet may terminate this Agreement or any order, without cause and for any reason or no reason whatsoever, upon fifteen (15) days, if monthly, and sixty (60) days, if yearly, prior written notice to the other Party. However, if LifeWallet has already submitted an EHR request after receipt of the order from Customer, the Customer shall still have to pay for the order that was submitted.
- c. Termination for Cause.**
 - i. Termination by LifeWallet.** If Customer breaches this agreement, LifeWallet may, at its sole discretion (i) terminate this Agreement immediately upon notice to Customer; (ii) withhold delivery of all or a portion of the Services; or (iii) seek enforcement of Customer's obligation to pay the entire Fee as a condition precedent to any other obligation of LifeWallet hereunder. This Agreement will terminate immediately after notice of Customer's breach of the SOW or this Agreement subject to Customer's right to cure such breach during the notice period. However, if LifeWallet has already submitted the EHR request after receipt of the order from Customer, the Customer shall still have to pay for the order that was submitted.

In the event of a breach or threatened breach by Customer of any of the provisions of this agreement, Customer hereby consents and agrees that LifeWallet shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief

shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. LifeWallet shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining such relief.

- ii. Termination by Customer. Customer may terminate this Agreement immediately upon notice to LifeWallet in the event that any of the following occur: (i) LifeWallet fails to perform any Services under the SOW or otherwise breaches any of the provisions of the Order Form or this Agreement; (ii) upon the dissolution or cessation of business of Customer; or (iii) in the event of any fraud, misrepresentation, defalcation, theft, violation of law or regulation. This Agreement will terminate thirty (30) days after prior written notice of LifeWallet's breach of the Order Form or this Agreement subject to LifeWallet's right to cure such breach during the notice period. Upon termination, LifeWallet will disable all Connections, and Customer shall destroy all copies of the Documentation. However, if LifeWallet has already submitted the EHR request after receipt of the order from Customer, the Customer shall still have to pay for the order that was submitted.
- iii. Effect of Termination. Upon expiration or termination of the Agreement for any reason, all use of the Services by Customer shall cease, and Customer shall pay to LifeWallet all accrued Fees and other amounts owed.

8. REPRESENTATIONS AND WARRANTIES

a. Representations. Each Party represents as follows:

- i. The representations of each of the Parties are true and correct in all respects as of the Effective Date of this Agreement;
- ii. Each Party is duly organized and existing and is in good standing in its state of domicile;
- iii. Each Party is duly qualified to do business and is in good standing under the laws of any jurisdiction where the conduct of its business requires it to be so qualified;
- iv. Each Party possesses any and all licenses and/or governmental approvals required to perform its respective business;
- v. Each Party's execution, delivery, and performance of this Agreement and the performance of all obligations thereunder has been duly authorized by all appropriate corporate action;
- vi. This Agreement has been executed and delivered by duly authorized officers of each party and therefore constitutes valid, binding, and

enforceable obligations as to each Party enforceable one as against each other;

- vii.** Each Party will at all times comply with all applicable law and regulations in the performance of this Agreement;
- viii.** These representations shall survive the execution of this Agreement.
- ix.** Neither party is engaged in lead generation, as defined elsewhere in this agreement, and that the EHR being requested is for the treatment and care of patient(s) as defined in HIPAA.

b. Warranties.

- i.** LifeWallet warrants that i) its Services will be of professional quality and will conform to generally accepted professional standards; ii) its personnel will be competent and qualified to perform the tasks to which they are assigned; and iii) it has the right to grant the licenses provided herein. If the Services fail to comply with such warranty, LifeWallet will repair or replace the Services if notified by Customer within ninety (90) days of initial receipt by Customer. These remedies are provided on the condition that LifeWallet is promptly notified in writing of the particular defects or nonconformities as delivered by LifeWallet and examination by LifeWallet confirmation of such disclosures. The foregoing dictates Customer's sole and exclusive remedy and LifeWallet's sole and exclusive liability for breach of warranty. It is hereby disclosed, however, that EHR and its/their retrieval is wholly dependent on the availability of the same through a health information network (HIN) to which LifeWallet has received authorization to be able to retrieve. The technology and availability is in constant development under the Trusted Exchange Framework Common Agreement (TEFCA), the 21st Century Cures Act, Office of the National Coordinator (ONC), and other competent governmental and non-governmental entities charged with the development and implementation of interoperability in furtherance of treatment and care of patients. To this extent, LifeWallet discloses this information and shall NOT be responsible in the event that EHR are not obtained for a particular patient(s) due to unavailability of the same through the HIN.
- ii.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF LifeWallet AND ITS SUPPLIERS. LifeWallet DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION

OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL THIRD-PARTY SOFTWARE INCLUDED IN THE SERVICES IS PROVIDED WITHOUT WARRANTY OF ANY KIND AND CUSTOMER IS RESPONSIBLE FOR THE ENTIRE RISK WITH RESPECT TO THE QUALITY AND PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE INCLUDED IN THE SERVICES.

- 9. LIMITATION OF LIABILITY.** IN NO EVENT SHALL LifeWallet OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF LifeWallet HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LifeWallet'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEE PAID TO LifeWallet IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR CAUSE OF ACTION AND SUBJECT TO THE LIMITATIONS IN SECTION 8 (b) (i).

Disclaimer.

- a.** By ordering medical records and data from LifeWallet, Customer acknowledges and is aware that LifeWallet has access to certain clearinghouses and databases that LifeWallet neither oversees nor controls. Further, these databases may not provide all encompassing records or data that Customer is seeking. Said clearinghouses and databases may have outages or lose access to medical records and data periodically. LifeWallet shall not be held liable for said outages or failure to obtain all documents or data that Customer seeks.
 - b.** LifeWallet works with other entities that provide artificial intelligence ("AI") and machine learning services to LifeWallet. LifeWallet may use these services to provide additional benefits to Customer. Customer acknowledges and accepts that there is a possibility of receiving inaccurate or misleading information from artificial intelligence services. Customer is encouraged to use their discretion when using the artificial intelligence services. Life Wallet's AI vendors utilize large language models, such as OpenAI and potentially others, to generate responses and provide information to users. While LifeWallet and its AI vendors strive to provide accurate and helpful responses, please be aware that the generated responses may not always be entirely accurate or reliable.
- 10. EXPORT.** To the extent applicable, Customer will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export, of the Services to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained.
- 11. NOTICES.** All notices and other communications required or permitted hereunder or convenient in connection herewith shall be in writing and shall be deemed to have been

given when mailed via certified mail, return receipt requested, or sent via electronic delivery, addressed to the parties at the address set forth on the signature page, or to such other names and addresses as the Parties may designate by notice to the other party.

- 12. CHOICE OF LAW, DISPUTE RESOLUTION, VENUE. CUSTOMER AND LifeWallet EACH AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE AGREEMENT — IRRESPECTIVE OF WHEN THAT DISPUTE, CLAIM, OR CONTROVERSY AROSE — WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION, RATHER THAN IN COURT. CUSTOMER AND LifeWallet THEREBY EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT CUSTOMER AND LifeWallet MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** This Agreement is governed by the laws of the State of Florida without regard to its conflict of laws rules and principles. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement. The arbitration panel will consist of three (3) arbitrators in accordance with the rules then prevailing of the American Arbitration Association (“AAA”). The AAA will appoint the panel, with at least one (1) arbitrator having knowledge of and experience in dealing with the computer software industry. All arbitration shall take place in Miami, Florida. The award of the arbitrators will be binding and may be entered as a judgment in any court of competent jurisdiction. Each Party submits to the personal jurisdiction of such courts and waives any objection of lack of personal jurisdiction or inconvenient forum. Customer will reimburse LifeWallet for all attorneys' fees and costs LifeWallet incurs in enforcing any of its rights arising out of or relating to this Agreement.
- 13. NO LIMITATION.** Nothing in this Agreement will, or is intended to, limit the ability of LifeWallet to develop or enhance its Services in any manner whatsoever, including use of knowledge gained as a result of the performance by LifeWallet of its obligations hereunder, provided that LifeWallet does not use or disclose Customer's confidential information.
- 14. BINDING UPON SUCCESSORS; ASSIGNMENT.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the Parties hereto. However, Customer may not effect an assignment of this Agreement, including by operation of law, without LifeWallet's prior written consent. Any such purported assignment of this Agreement without obtaining written consent shall be void and of no effect and will permit LifeWallet to terminate this Agreement pursuant to Section 8.
- 15. SEVERABILITY; ENFORCEMENT; NO WAIVER.** The unenforceability of any provision of this Agreement will not impair the enforceability of any other part of this Agreement. If any provision of this Agreement will be deemed invalid or unenforceable, in whole or in part, this Agreement will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the Parties. The failure of a Party,

at any time or from time to time, to require performance of any obligations of the other Party hereunder will not be deemed a waiver and will not affect its right to enforce any provision of this Agreement at a subsequent time.

16. INDEMNIFICATION.

- a.** Customer shall defend, indemnify, and hold harmless LifeWallet and third-party licensors from and against any claims, loss, liability, or damages (including reasonable attorneys' fees) arising out of Customer's use of the Services.
- b.** LifeWallet will defend, indemnify, and hold harmless Customer and its officers, employees, agents, and instrumentalities from and against any liabilities (including reasonable attorneys' fees) that Customer may incur as a result of claims, demands, suits, causes of action or proceedings of an kind or nature arising out of, relating to, or resulting from Customer's proper operation or use of the Services, as stated in this Agreement, alleging that Customer's use of the Services infringes patent, copyright, or trademark rights or is a misappropriation of trade secrets. Customer shall provide LifeWallet with prompt notice of any such claim and LifeWallet shall have the right to assume the defense thereof. In the event that Customer's use of the Services is determined by LifeWallet to be likely to be enjoined, LifeWallet shall, at its option, modify the Services so that it is non-infringing or terminate this Agreement.

17. Complete Agreement and Scrivener Interpretation. This Agreement, together with any Order Forms, and/or Business Associate Agreement (if applicable) constitutes the complete and exclusive agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. This agreement, although prepared by one party, shall *not* be interpreted more strictly against one or the other party.

18. Independent Parties. The relationship between LifeWallet and Customer is that of independent contractors. Neither Party nor their employees, consultants, contractors, or agents are agents, employees, or joint venturers of the other Party, nor do they have any authority to bind the other Party by contract or otherwise.

19. Right of First Refusal. In the event the Customer contemplates entering into an agreement for substantially the same Services as described in this Agreement with a third party during the Term, Customer grants to LifeWallet the right of first refusal (the "ROFR") for Customer's investment in any such third-party agreement. Customer shall grant LifeWallet the ROFR on the same terms and conditions offered by the third party. Life Wallet's right to exercise the ROFR will be (15) business days upon written notice from the Customer of such third-party offer.

20. Publicity and Media. The Parties will mutually approve, with such approval not to be unreasonably withheld, an initial press release and media statement related to the announcement, promotion, and marketing of this Agreement and the partnership

contemplated herein. The Parties must thereafter mutually approve all press releases and media statements related to the announcement, promotion, and marketing of this Agreement and the partnership contemplated herein. All press releases and media statements will include, but are not limited to, newspapers, magazines, digital media, social media, broadcast television, and radio. LifeWallet may publicly refer to Customer, including on LifeWallet's website and in sales presentations, as a LifeWallet customer and may use Customer's logo for such purposes. Customer hereby grants to LifeWallet a limited, worldwide license to use Customer's logo in conformance with Customer's trademark usage guidelines and solely for the purposes of fulfilling its obligations or exercising its rights hereunder.

- 21. Force Majeure.** The performance of this Agreement by either Party is subject to acts of God, government authority, epidemic, pandemic, public health emergency disaster or other emergencies, any of which make it illegal or impossible to perform its obligations under the terms of this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one Party to the other without liability.
- 22.** It is agreed between Customer and LifeWallet that this Master Services Agreement is agreed to between the parties upon presentation of any order for EHR. Use of the EHR platform contains a hyperlink to this Agreement which the Customer has access to and has reviewed in its entirety as to terms describing rights and obligations between the parties.