

## REMOTE PHYSIOLOGIC MONITORING AND CHRONIC CARE MANAGEMENT SOFTWARE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which PatSync will provide software services for the benefit of the clients, clinics and their patients.

1. **Provider Services Responsibilities.** PatSync will provide software services to **Clients** at **client.**'s request.
  - i. Provide software services which the client will subscribe to monthly
  - ii. Provide ongoing support to the client for duration of the service
  - iii. Technical support and training for their staff as needed.
  - iv. The remote patient services include those described as remote monitoring by the Center for Medicare and Medicaid Services ("CMS"), and the commercial insurance companies.
2. **Responsibilities: Client** has the obligations to perform the following:
  - i. Enroll patients as medically appropriate in the RPM/CCM program using the HIPAA compatible PatSync software provided by PatSync.
  - ii. Ensure that patients are informed about the monitoring process and obtain necessary verbal or oral consents.
  - iii. Provide sufficient information to PatSync for enrollment and support.
  - iv. Create, review, or approve protocols for RPM/CCM Services, including emergency processes, pharmacologic management, or other standard care needs for the patient population.
  - v. Review patient monitoring and, as necessary, take care of any changes in care for patients
  - vi. Purchase each device including blood pressure monitor, glucometer, pulse ox and weight scale as needed from PatSync.
3. **Compensation.** Refer to compensation as shown on Exhibit A. Client shall remit payment to PatSync within [Ten (15 calendar] days of the date of invoice.
4. **Term**
  - 4.1. **Term.** This Agreement will commence upon the Effective Date for the duration of client's enrollment in the program, and continues until either Party provides [30-day] written notice to the other Party that it does not want to renew the Agreement. If **client** terminates before the first 6 months of the service's start date, **client** will pay a termination fee of \$20 per patient enrolled on the Software if they do not wish to complete the notice period.
  - 4.2. **Termination.** Either Party may immediately terminate this Agreement, by giving the other Party written notice of termination, if the other Party commits a material breach hereof and has not cured such breach within thirty (30) days of receiving written notice of such breach.



4.3. **Termination without Cause.** Either Party may terminate this Agreement without cause with a three (3) month notice to the other Party.

4.4. **Payments after Termination.** The termination of this Agreement for any reason does not excuse the Client from remitting to the Provider the Provider's share of Compensation earned during the term of this Agreement.

4.5. **Survival.** Upon any termination or expiration of this Agreement, the following provisions will survive any such termination or expiration: Section 4 and Exhibit A, each titled *Compensation*; Section 5, *Term and Termination*; Section 6, *Confidentiality*; Section 7, *Indemnification*; Section 8, *Liability Limitations*; and Section 8, *General*. In addition, all other sections that should survive by their nature will also survive.

## **5. Confidentiality.**

5.1. **Business Associate Agreement.** With regards to patients, the Parties have entered into a Business Associate Agreement ("BAA") in which the Parties agree to comply with the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164, as well as the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), as amended, and other applicable federal and state laws (collectively the "**HIPAA Rules**"). A copy of that BAA is attached hereto as [Exhibit B]. In the event of a change in law that affects the confidentiality provisions, whether it be under HIPAA, HITECH, or other laws, the Parties agree to put forth their best efforts to adhere to such laws as it relates to patient privacy.

5.2. **Confidentiality.** The Parties expressly acknowledge that, pursuant to this Agreement, each Party and its respective officers, members, Clients, Clinics, shareholders, directors, employees, agents and Providers will be given access to, and be provided with, business methods, trade secrets and other proprietary information of the other Party in connection with their respective duties and activities. Each Party expressly acknowledges and agrees that Confidential Information, as defined below in Section 4.3, is proprietary and confidential and if any of the Confidential Information was imparted to or became known by any persons engaging in a business in any way competitive with that of the other Party, including, without limitation, the Party receiving Confidential Information and its members, shareholders, officers, directors, Clinics, employees, agents and Providers, such disclosure would result in hardship, loss, irreparable injury and damage to the non disclosing Party, the measurement of which would be difficult, if not impossible, to determine. Accordingly, each Party expressly agrees that the other Party has a legitimate interest in protecting the Confidential Information and its business goodwill, that it is necessary for each Party to protect its business from such hardship, loss, irreparable injury and damage, that the following covenants are a reasonable means



by which to accomplish those purposes, and that violation of any of the protective covenants contained herein shall constitute a breach of trust and is grounds for immediate termination of the Agreement and for appropriate legal action for damages, enforcement and/or injunction.

### **5.3. Confidential Information.**

**5.3.1. Definition.** With regards to the Parties' information, "**Confidential Information**" is information obtained by a Party ("**Receiving Party**") from or regarding the other Party ("**Disclosing Party**") and includes, without limitation: (a) lists containing the names of past, present and prospective clients, patients, or suppliers; (b) the past, present and prospective methods, procedures and techniques utilized in identifying prospective clients or patients and in soliciting the business thereof; (c) the past, present and prospective methods, procedures and techniques used in the operation of the Party's business, including, without limitation, the methods, procedures and techniques utilized in marketing, provision of services and pricing; (d) compilations of information, records and processes which are owned by a Party and/or which are used in the operation of the Party's business; (e) statistical, personal, client information, private information concerning a Party; (f) historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts; and (g) any information directly or indirectly obtained pursuant to this Agreement (including the terms and conditions of this Agreement). Notwithstanding the foregoing, "Confidential Information" shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same. All confidential information is the property of the Disclosing Party and shall include proprietary information protected under the Uniform Trade Secrets Act. Receiving Party shall not, and shall require that its personnel not, disclose to any Person or entity, directly or indirectly, either during the Term or at any time thereafter, any Confidential Information, or use any Confidential Information other than in the course of meeting such entity's obligations under this Agreement unless such Confidential Information is reasonably necessary in order for Clinic to litigate any claim against Provider. In the event the disclosure of confidential information is required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, the Receiving Party shall use its reasonable best efforts to consult with the Disclosing Party prior to making such required disclosure. The Receiving Party agrees to return all confidential Information to the Disclosing Party, at Receiving Party's expense, upon the termination of this Agreement. This provision shall survive the termination of this Agreement.



**5.3.2. Non-Use and Non-Disclosure.** Each Party (a) will treat as confidential all Confidential Information of the other Party; (b) will not disclose such Confidential Information to any third party, unless (i) the disclosing Party has obtained the written consent to make such disclosure from the other Party, (ii) the disclosure is on a “need to know” basis, and (iii) the third party has signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section; and (c) will not use such Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement. Each Party is permitted to disclose the other Party’s Confidential Information if required by law so long as the other Party is given prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting such information from public disclosure.

**5.3.3. Non-Solicitation; Non-Disparagement.** The Parties agree that each shall not, during the Term, for any cause whatsoever, directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in: (i) soliciting, diverting or interfering with any relationship that Clinic or any of its affiliates has with any patients, health care providers, or suppliers; (ii) soliciting the termination of, or diverting or interfering with any relationship that Clinic has with any person or entity affiliated with it or any of its affiliates as an independent Provider, supplier or provider; (iii) entering into any agreement, the purpose of which would violate this Section 4.3.3; and (iv) soliciting, inducing or encouraging any individual employed or engaged by or affiliated with Clinic or any of its affiliates (presently or in the then most recent twelve (12) month period) to curtail or terminate such affiliation or employment, or take any action that results in, or might reasonably be expected to result in any employee or Provider ceasing to perform services for Clinic or its affiliates. The Parties agree that each shall not, during the Term and for a period of two (2) years following the termination of this Agreement, make any derogatory or disparaging statement or communication regarding the other Party or any of its affiliates or their employees.

**6. Indemnification.** The Parties hereby agree to defend, indemnify, and hold harmless the other Party (each an “**Indemnified Party**”) against any and all claims, demands, causes of action, damages, judgments, costs, expenses, penalties, losses, and liabilities (whether under a theory of negligence, strict liability, contract, or otherwise) incurred or to be incurred by an Indemnified Party (including reasonable attorney fees) arising out of, resulting from, or related to a breach of any responsibility, liability, or standard within this Agreement, including, without limitation, professional malpractice.

**7. Liability.** PatSync shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, or goodwill, arising out of or related to the use, performance, or provision of RPM/CCM services under this Agreement, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if Provider has been advised of



the possibility of such damages. This clause shall survive the termination or expiration of this Agreement.

## **8. General.**

**8.1. Duty to Cooperate.** The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of the Clinic to perform successfully and efficiently its duties hereunder. Accordingly, each Party agrees to cooperate fully, in good faith and to the best of its commercially reasonable abilities with the other in formulating and implementing goals and objectives that are in the Clinic's best interest.

**8.2. Relationship of Parties.** The Provider and the Clinic are independent Providers, and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between Provider and Clinic. Neither the Provider nor the Clinic shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**8.3. Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party. However, Client shall have the right to assign this Agreement to an affiliate or subsidiary. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

**8.4. Entire Agreement and Amendment.** This agreement, including its exhibits, completely and exclusively states the agreement between the Parties regarding its subject matter. This Agreement supersedes and governs all prior or contemporaneous understandings, representations, agreements, or other communications between the Parties, oral or written, regarding such subject matter.

**8.5. Severability.** If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law, such unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the Parties under this Agreement.

**8.6. Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of the Parties and not for any other third party. Should any third party on Clinic's or Provider's behalf institute proceedings, this Agreement shall not provide any person with any remedy, claim, liability, reimbursement, cause of action, or other right.

**8.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to that state's conflicts of law principles.

**8.8. Dispute Resolution.** Except as stated in this section, if a dispute arises between the Parties, they agree to first attempt to resolve the dispute between themselves by having an



officer or Clinic for each Party who has settlement authority participate in informal discussions with the aim of resolving the dispute. If the dispute remains, the Parties agree to participate in mediation with a mediator who is mutually agreeable to the Parties. Mediation shall be scheduled (but not necessarily performed) within sixty (60) days after either (i) the Parties determine they are not able to resolve the dispute with informal discussion within thirty (30) days or (ii) either Party requests mediation. Each Party shall provide a list of three (3) mediators to the other Party and, if a mediator cannot be mutually chosen from the list, the Parties shall alternatively strike mediators from the other Party's list until one mediator remains. The Party initiating the dispute shall strike second. If the dispute remains after a good faith attempt to mediate the matter, the aggrieved Party may file a judicial proceeding to resolve the dispute. If the aggrieved Party is seeking injunctive relief, the requirements of the first attempting to resolve the matter through informal discussions between officers and then mediation do not apply.

**8.9. Forum Selection; Consent of Jurisdiction.** All judicial proceedings to be brought with respect to the Agreement shall be brought in a state or federal courts located in the state of Texas (the "**Court**"), in [ ] County, and by execution and delivery of this Agreement, the Parties hereto each accepts generally and unconditionally the exclusive jurisdiction of the Court (both personal and subject matter jurisdiction) and irrevocably waive any objection (including, without limitation, any objection to the laying of venue based on the grounds of forum non-convenience) that either of them may not have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.

**8.10. Executed in Counterparts.** This Agreement may be executed in counterparts and transmitted to the other Party by electronic means, each of which shall be an original, and such counterparts shall together constitute one and the same document.

**8.11. Headings.** The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular section to which they relate.

**8.12. Waivers.** No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. No course of dealing shall be deemed to amend the Agreement in the absence of any writing signed by a duly authorized representative of each Party.



**8.13. Remedies Cumulative; Attorneys Fees.** Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the aggrieved Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement. In the event of a dispute regarding non-payment, Provider shall be entitled to attorney's fees and any other fees (including mediation or collection fees) reasonably required to obtain payment.

8.14 All notices, requests, demands, system management issues, downtime notifications, and other communications required or allowed under this Agreement must be in writing and should be directed to **Support@Patsync.com**

### **Compensation for PatSync software**

1. You will be charged a one-time registration fee of \$49.99 upon signing up.

#### **2. Per-Patient Monitoring Fee:**

A per-patient fee of \$7.50 is charged at the end of each month for each billable patient enrolled in the PatSync software. This fee is prorated based on how many patients are enrolled.

- For practices with 1-100 patients, the subscription fee will be \$7.50 per patient per month.
- For practices with more than 100 patients, the subscription fee will be \$5.00 per patient per month.

This fee covers the use of the software, regular updates, data collection, analysis and customer support services.

#### **3. Reimbursement Opportunities:**

Providers may be eligible for reimbursement through various healthcare programs, including Medicare and Medicaid, and commercial insurances for RPM and CCM services. It is recommended to consult with billing specialists to maximize reimbursement opportunities.

#### **4. Performance-Based Incentives:**

Additional incentives may be available based on performance metrics such as patient



engagement levels, adherence to monitoring protocols, and improved health Outcomes.

## **5. Billing and Payment Terms:**

- Invoices are generated monthly and are due within 15 days of receipt.
- Payment methods include electronic funds transfer (EFT) or credit card.
- Late payments may incur additional fees of 10% of the total due.

6. PatSync support team will reach out to you for device pricing and sale terms

### **6.1 Mobile Network Connectivity:**

The first year of cellular connectivity is included for all new Pylo devices purchased.

Additional years of connectivity can be purchased for \$24 for each device.

### **Warehousing**

Partners may pre-purchase devices in bulk and have them stored for fulfillment for up to six (6) months without additional storage cost.

### **Device Discounts**

Device discounts are available for customers who are able to commit to a minimum quantity of 350 devices or more over a 12 month period.

### **Payment Terms:**

Devices are invoiced on shipping.

Shipping and sales tax may be added to device orders where applicable.