



Master Services Agreement (“MSA”)

This MSA, together with the Service Order Form (“SOF”) and the service specific Terms and Conditions (“Agreement”), is entered between Remote Medicine, Inc., dba Remote Medical International® (“RMI”), located at 4259 23rd Avenue W, Suite 200, Seattle, WA 98199 and the Party or Parties other than RMI identified in the SOF (“Client”), also collectively referred as the “Parties” or individually as a “Party”. All capitalized terms not defined in this MSA have the same meaning as in the Service Order Form signed by the Client.

- 1. Term.** This Agreement will commence on the latest date the Agreement is signed by either Party (the “Effective Date”), as indicated by the date associated with each signature block on the SOF, and will be in full force and effect for one year (“Term”). This Agreement will automatically renew on each anniversary of the Effective Date for successive one-year Terms unless either Party elects to terminate by giving not less than ninety (90) days’ written notice to the other Party prior to the anniversary.
- 2. Compensation.**
 - 2.1. Invoicing and Payment.** The Client agrees to pay the amounts listed in the Service Order Form. Invoices must be paid within thirty (30) days of receipt by the Client. The Client will be charged 5 percent per month interest on any portion of any invoice issued by RMI and not paid by the Client within 30 days of receipt by the Client.
 - 2.2. Taxes.** As to payment of the compensation called for in this Agreement, the Client is responsible for any local, state, or federal taxes against the Client, any subcontractor, or RMI (except RMI income taxes and sales taxes on RMI-furnished items) in connection with or incident to the performance of this Agreement.
 - 2.3. Prices.** On each anniversary of the Effective Date, RMI reserves the right to increase its price to reflect any changes in the salaries paid to its employees and other cost increases. RMI will provide at least 60 days’ written notice of a price change. Upon receiving this notice, the Client has 30 days in which it may choose to terminate this Agreement.
 - 2.4. Sales are Final.** Sales of any goods under this Agreement are final and RMI will not process refunds of such goods unless required by law or agreed to by RMI in writing.
- 3. Compliance.**
 - 3.1. Compliance Generally with Law.** The Parties represent and warrant that they will comply with, and require their suppliers and subcontractors to comply with, all applicable laws and regulations.
 - 3.2. Compliance with Health Privacy and Data Privacy Law.** The Parties recognize the obligation to comply with any applicable laws and regulations pertaining to the handling of medical records or reports and protected health information (“PHI”) and personal data (collectively “Private Information”) and having effective security measures to ensure safeguard of Private Information. When required, the Client will be responsible for obtaining all necessary and appropriate authorizations or consents from RMI before releasing Private Information to any third party. In the event of any unauthorized, unlawful, or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of Private Information, the responsible Party will immediately notify the other Party and will cooperate with the other Party’s



reasonable requests to investigate and remediate such incident and provide appropriate response to and redress the matter in good faith.

3.3. Compliance with Anti-Bribery, Money Laundering and Anti-Terrorism Law. Each Party represents, warrants, covenants, and agrees that it and any subsidiary or any entity under common control with it (“Affiliates”) will at all times comply with any applicable anti-corruption laws, money laundering laws, and anti-terrorism laws. Each Party also represents and warrants that it has no proceeding pending with respect to such laws.

3.4. Safe and Healthy Workplace. The Client represents, warrants, and undertakes that it will take all necessary steps and measures to ensure a safe and healthy workplace or service environment for any RMI employee or vendor that are at any Client site in compliance with all applicable laws, regulations, and industry standards. Before starting services on any non-RMI site, RMI may conduct a risk or suitability assessment of the site. RMI reserves the right to immediately terminate this Agreement if it determines the site is not safe or suitable for the intended services, in its sole discretion.

4. Liability.

4.1. Mutual Indemnification. Each Party agrees to indemnify and defend and hold harmless the other Party from and against all claims, damages, or amounts payable advanced or sought by a third party arising out of, resulting from, related to, or in connection with the Agreement or the performance or nonperformance of the services under the Agreement, including any alleged breach of contract, act, or omission by the indemnifying Party, including without limitations any claims, damages, or amounts payable arising out of or in connection with, or as an incident to, any negligence, willful misconduct, fraud, misrepresentation, criminal acts, criminal fines, or criminal penalties (collectively the “Indemnity Events”) of the indemnifying Party, its employees, subcontractors, agents, and other representatives. The indemnifying Party will pay the reasonable attorney’s fees of the indemnified Party for the defense of the Indemnity Events. Each Party will have the right to choose its own counsel if being indemnified. The indemnity provided by the indemnifying Party will be limited to the indemnifying party’s proportional responsibility for any breach, act, or omission giving rise to the claim for which indemnity is sought.

4.2. Limitation of Liability. Notwithstanding anything else in this Agreement, neither Party’s liability regarding any claim that it makes against the other will exceed the lesser of the maximum amount paid to RMI by the Client during the twelve months before the event giving rise to the claim or the total fee quote RMI provided to the Client at the start of the services. Neither Party will be liable under this Agreement or under any cause of action related to the subject matter of this Agreement for punitive, indirect, incidental, consequential, or special damages related in any way to this Agreement, including without limitation, loss of profits, anticipated profits, revenue, opportunity, financing, loss of goodwill, or business interruptions.

5. Termination

5.1. Termination for Breach. In addition to Sections 1 and 2, a Party may terminate this



- Agreement (i) upon thirty (30) days' written notice to the other Party of a material breach if the breach is capable of being cured and remains uncured at the end of the 30 days; (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (iii) immediately if the reason for termination is based upon on-going safety issues which have failed to be resolved, an immediate safety event from which property damage or personal injury could have or did occur, or if cure is not possible.
- 5.2. Incurred Costs.** Where RMI incurs reasonable costs in preparation for delivering services under this Agreement ("Incurred Costs"), and (i) the Client subsequently terminates this Agreement or (b) RMI agrees to stop performing any part of the services at the Client's request, then (1) Client shall reimburse RMI for such Incurred Costs no later than thirty (30) days following Client's receipt of an invoice from RMI; or (2) RMI may deduct the cost of such Incurred Costs from any amount already paid by Client..
- 6. Intellectual Property.** Each Party permits the other Party to identify it as a supplier or customer, as the case may be. Each Party grants the other Party a limited, revocable, non-exclusive license to its trademarks, trade names, or other intellectual property as may be necessary in connection with performing the services and obligations under this Agreement, provided that such trademark, trade name, or other intellectual property rights or information are used only in a form or format as is previously approved in writing by the other Party. Each Party will have no other right to use the other Party's trademarks, trade names, or other intellectual property. Any license to intellectual property will terminate upon the termination of this Agreement.
- 7. Confidentiality.** Except as may be necessary to enforce its rights under this Agreement, as otherwise may be necessary to respond in any legal proceeding, or as otherwise may be necessary to procure any insurance or bonding required by this Agreement, the Parties will not disclose to any third party, other than their parents, Affiliates, officers, directors, employees, agents, permitted subcontractors or other representatives who have a need to know only to advance the performance under the Agreement, the existence, terms, or conditions of this Agreement or any information provided by one Party ("Disclosing Party") to the other Party ("Recipient") that is identified as confidential or proprietary or that would otherwise appear to be or would be considered by a reasonable person to be confidential in the context in which the information is used. This section will not apply to information (i) that was known to the Recipient before its disclosure by the Disclosing Party free from any duty of confidentiality, (ii) that becomes publicly available other than by unauthorized disclosure, or (iii) is received from a third party who, to the best of the Recipient's knowledge, is under no confidentiality obligation with respect to such information. The Parties' obligations of confidentiality will survive the expiration or termination of this Agreement.
- 8. Governing Law and Venue.** This Agreement and any and all claims that arise, may arise out of, or are related to this Agreement will be governed exclusively by the laws of the state of Texas without regard to its conflicts of laws provisions. Each Party irrevocably consents to the personal jurisdiction



of the federal and state courts located in Harris County, Texas.

- 9. Arbitration.** Notwithstanding any other provision in this Agreement, any controversy or claim arising out of or relating to this contract or breach of this contract will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the arbitration.
- 10. No Poaching or Solicitation:** The Client may not approach an RMI employee for the purposes of direct employment, or offer employment to any RMI employee for the duration of the Agreement and one year after its termination. If a Client wants to hire an RMI employee directly, it will first obtain RMI's written consent and pay RMI a placement fee of 30% of the RMI employee's annual compensation.
- 11. Notices.** Any notice regarding this Agreement must be in writing either delivered by a nationally recognized overnight carrier or by email to the other Party's contact identified in the SOW or Quote. Notice will be deemed received the day delivered, if by overnight carrier, or at the time sent if by email when no error message was received in response to such email.
- 12. Force Majeure.** Neither Party will be liable for its failure to fulfill its obligations by reason of any supervening event beyond its control. Such causes include but are not limited to acts of God, war (declared or undeclared), insurrections, hostilities, riots, fire, national strikes, and interference or hindrance by governmental authority, or any other matter or cause beyond the control of the Party. The Party claiming application of this Section 12 will immediately give written notice to the other Party as soon as commercially practicable and will act in good faith to resume full performance as soon as possible under the circumstances.
- 13. No Waiver.** No waiver of any provision of this Agreement will be effective unless explicitly in writing and signed by the waiving Party.
- 14. Assignment.** A Party may only assign this Agreement or a right under this Agreement with the prior written consent of the other Party, except that RMI may assign its rights and obligations under this Agreement during a sale of all or a substantial part of its business. Except as noted above, any assignment without consent is void.
- 15. Survival.** Any indemnity or obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- 16. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed void, and the remaining provisions of this Agreement will remain in effect.
- 17. No Third-party Rights or Beneficiaries.** No third-party beneficiaries exist under this Agreement.
- 18. Modification.** No amendment to this Agreement will be effective unless made in writing and signed by RMI and Client.



19. Entire Agreement. This MSA, service-specific terms and conditions (“Service T&Cs”), the Service Order Form, and any Quote are the entire agreement between RMI and Client and supersedes and replaces any previous agreements, oral or written, between the Parties regarding such matters. If any conflict exists between this MSA, the Service Order Form, the Service T&Cs, and any Quote they will control in this order: (1) the Service Order Form, (2) the Service T&Cs, (3) this MSA; and (4) the Quote.