

ACCESS AND SERVICES AGREEMENT

This Access and Services Agreement, together with the terms of your signed order form ("**Form**"), collectively forms the Client Agreement ("**Agreement**") between you ("**you**") and MedTrainer, Inc. and any of our associated and subsidiary companies (collectively, "**MedTrainer**", "**we**" or "**us**") regarding your use of our web platform ("**Sites**") and the services provided through the Sites ("**Services**").

You represent that you are authorized to enter into this Agreement on behalf of the organization executing the Proposal (or, if applicable, in your individual capacity). Any individuals who are authorized to access the Services under the Agreement ("**End Users**") do so subject to our End User Terms, available <https://medtrainer.com/enduserterms/>. You agree that you or your organization, as applicable, is solely responsible for your End Users' compliance with the End User Terms.

This Agreement, including any policies or guidelines incorporated herein, constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Site and Services. This Agreement may be amended at any time by us in which case we will provide reasonable notice to you of any material modifications at the e-mail address you provided in the Proposal.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement:

"**Authorized Users**" means the employees and contractors of Client who are authorized by Client to use the Platform Services.

"**Client Data**" means any proprietary or confidential content, information, data, or materials that Client uploads or makes available to the Platform Services.

"**Documentation**" means the current technical and user documentation for the Platform Services, available upon request. The Documentation may be modified from time to time in MedTrainer's sole discretion.

"**Intellectual Property**" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information (as defined in Section 6.1 below), data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

"**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e).

"**Order Form**" means a document that: (a) is signed by MedTrainer and Client; (b) incorporates this Agreement by reference; (c) sets forth the Platform Services to be provided and the applicable fees; and (d) sets forth any other terms and conditions applicable to the use of the Platform Services by Client and Authorized Users.

"**Platform Services**" means MedTrainer's proprietary application software and platform, and all functionality thereof, and all components and modules associated therewith, and any other products, hosted services, or modules set forth in an Order Form (including any associated Documentation). Platform

Services do not include Professional Services (as defined in Section 2.4 below).

“Services” means, collectively, the Platform Services and Professional Services.

“Subscription Start Date” The Subscription Start Date is defined as the later of either the date stated in the Order Form or the date of final signature. Beginning on the Subscription Start Date, MedTrainer shall be deemed to be standing ready to provide the contracted services throughout the subscription term. The billing for this Agreement shall begin on the Subscription Start Date.”

2. Services.

2.1 Platform Services. Orders for Platform Services shall be placed through Order Forms. Subject to the terms and conditions of this Agreement and payment of all fees and other amounts due hereunder, MedTrainer grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the Term (as defined in Section 10.1 below) to access and use the Platform Services and make the Platform Services available to Authorized Users, solely for Client’s internal business purposes and not for the benefit of any other person or entity, up to a maximum number of Authorized Users set forth in the applicable Order Form, in accordance with the terms of this Agreement and the applicable Order Form. The terms and conditions of an Order Form may be changed only by a written amendment that is executed by both Parties.

2.2 Restrictions. Client expressly agrees that it shall not, and shall not permit any person or entity (including, without limitation, Authorized Users) to, directly or indirectly: (a) market, sell, rent, lease, sublicense, or otherwise transfer or distribute the Platform Services, or any part thereof, whether as a distributor, reseller, service bureau, or otherwise; (b) modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to any portion of the Platform Services; (c) create or prepare derivative works based upon the Platform Services; (d) create any copy of or “mirror” the Platform Services; (e) alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within the Platform Services; (f) use the Platform Services in any manner or for any purpose that

infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or entity, or that violates any applicable law; or (g) use the Platform Services or any other MedTrainer Confidential Information to develop, commercialize, license, or sell any product, service, or technology that could, directly or indirectly, compete with the Platform Services.

2.3 Authorized Users. Authorized Users may be required to agree to MedTrainer’s terms of use of the Platform Services (**“Terms of Use”**), which will be binding upon the Authorized User individually and the Client in the event the Authorized User violates the Terms of Use. To the extent of any direct conflict between any provision of the Terms of Use and this Agreement (including any Order Forms), the terms of this Agreement will apply. Client shall at all times remain responsible for the acts and omissions of Authorized Users in their use of the Platform Services and their compliance with the terms and conditions of this Agreement.

2.4 Professional Services. Client may request MedTrainer to provide certain professional services that are ancillary to the Platform Services, such as customized user training, specialized support, integration, enhancements, development, and managed services (**“Professional Services”**).

2.5 Third-Party Software. The Services may include, or may provide Client with access to, software, source code or other technology licensed to MedTrainer from third parties, and which may be owned by such third parties (collectively, **“Third-Party Software”**). Client acknowledges and agrees that Third-Party Software is provided solely on an “AS IS” basis, and that MedTrainer does not make any warranties or guarantees regarding Third-Party Software and is not responsible for the operation or failure of, or any errors or bugs in, any Third-Party Software.

2.6 Excluded Services. Client acknowledges and agrees that MedTrainer does not provide: (a) billing, revenue cycle management, payer contracting, reimbursement analysis, fee schedule negotiation, claims submission, claims disputes, or claims resolution services; (b) market research or analysis, including identification of available payers, geographic payer participation, or payer allocation availability; (c) provider or group licensure services, including the setup, maintenance, renewal, appeal, or contesting of

CAQH, NPPEs, PECOS, licenses, or insurance policies; or (d) maintenance or management of Client's internal or third-party credentialing, document storage, or workflow systems outside the Platform Services.

3. Rights and Responsibilities.

3.1 Client Responsibilities. Client responsibilities are Client-controlled prerequisites to utilization of the services and do not delay, suspend, or defer MedTrainer's performance obligation or the commencement of the subscription term. Delays caused by the Client's failure to perform its responsibilities shall not impact billing or the earning of subscription fees. Client shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, security, completeness, and appropriateness of all Client Data, and MedTrainer shall have no responsibility for delays, rejections, or denials resulting from inaccurate, incomplete, expired, illegible, or unreliable Client Data provided by Client, Authorized Users or their providers; (b) use commercially reasonable, industry standard efforts to prevent unauthorized access to, or use of, the Platform Services and notify MedTrainer promptly of any such unauthorized access or use; (c) comply with all applicable local, state, federal, and foreign laws in using the Services; and (d) have sole responsibility for any equipment necessary to access and use the Platform Services and for the input, transmission, and delivery of Client Data into the Platform Services. Client will be responsible for providing its own Internet access to the Platform Services. MedTrainer may specify reasonable procedures in the Documentation according to which Client and Authorized Users may establish and obtain such access to and use of the features and functions of the Platform Services through the Internet, including, without limitation, provision of any access codes, passwords, websites, connectivity standards or protocols, or any other relevant procedures.

3.2 User Credentials. Each Authorized User may access the Platform Services via a username and password provided by Client (or by MedTrainer at Client's request) ("**User Credentials**"). Client shall ensure that each Authorized User uses only such Authorized User's own User Credentials and does not share such User Credentials with any third party. Client is responsible for all use of User Credentials and will notify MedTrainer immediately of any unauthorized use of any User Credentials. MedTrainer will have no liability for any loss or damage arising from Client's failure to comply with the terms of this Section.

3.3 Improvements to Platform Services. MedTrainer may from time to time make improvements to the Platform Services, at no additional charge to Client.

3.4 Support. MedTrainer shall provide reasonable support in accordance with its customary practices for the resolution of issues that arise during Client's use of the Platform Services. Calls from Client will be handled in a commercially reasonable manner. During the applicable Order Form term, MedTrainer may update any Platform Services as part of such support, as long as MedTrainer does not materially and adversely change the performance thereof.

3.5 Subcontractors. MedTrainer may from time to time use subcontractors in connection with its provision of the Services. MedTrainer will be responsible for its subcontractors' acts and omissions as if such acts or omissions were by MedTrainer hereunder.

4. Fees and Payment.

4.1 Fees. Client shall pay the fees specified in the applicable Order Forms. Except as expressly set forth in this Agreement, all fees are non-refundable. All fees are quoted in United States Dollars. The Client is responsible for payment of fees regardless of actual usage, onboarding status, or timing of utilization, as the subscription fee reflects MedTrainer's stand-ready service obligation beginning on the Subscription Start Date.

Beginning on the Subscription Start Date, MedTrainer's performance obligation consists of maintaining continuous availability and readiness to perform the contracted services, including allocation of personnel, credentialing systems, document storage infrastructure, compliance monitoring readiness, and related operational capacity. The subscription fee is earned ratably over the subscription term and is not contingent upon onboarding completion or actual usage.

4.2 Invoicing and Payment. MedTrainer shall invoice Client for fees for the Platform Services in advance and otherwise in accordance with the terms of the applicable Order Form. Fees due shall be payable upon Client's receipt of the applicable invoice unless otherwise stated in the applicable Order Form. All payments made under this Agreement shall be in United States Dollars. Credit Card payments will be subject to an additional 2.5% monthly fee.

4.3 Overdue Payments. Any payment not received from Client by the due date may accrue, at MedTrainer's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Client shall reimburse MedTrainer for any and all expenses it may incur, including reasonable attorney's fees, in taking action to collect any past due and unpaid balances due to MedTrainer hereunder.

4.4 Recurring Billing Continuation. Client expressly authorizes MedTrainer to continue processing all scheduled recurring charges through the end of the contracted term, regardless of any cancellation request received during that term. A cancellation request does not constitute revocation of payment authorization for charges falling within the active contract period.

4.5 Pre-Chargeback Dispute Resolution. Prior to initiating any chargeback, dispute, or reversal request with Client's financial institution or card network, Client agrees to submit a written billing dispute to MedTrainer at billing@medtrainer.com and allow MedTrainer 15 business days to respond. Chargebacks initiated without first completing this internal dispute process shall constitute a breach of this Agreement, and Client shall be liable for all fees, costs, and penalties MedTrainer incurs as a result, including card network dispute fees.

4.6 AutoPay Authorization and Non-Revocability. By enrolling in AutoPay, Client authorizes MedTrainer and its designated payment processor to charge the payment method on file on each scheduled billing date for all amounts due under this Agreement through the end of the contracted term. This authorization is irrevocable during the active contract term except upon mutual written agreement. A cancellation request does not revoke AutoPay authorization for charges within the active contract period.

4.7 Renewal Reminder and Billing Notification Clause. MedTrainer will provide Client with written notice of upcoming contract renewal no fewer than 30 days prior to the renewal date. Failure by MedTrainer to provide such notice does not affect the validity of the renewal or relieve Client of payment obligations, provided Client has not submitted a timely cancellation notice in accordance with Section 10.1.

4.8 Chargeback Waiver and Indemnification. Client waives any right to initiate a chargeback or reversal with

respect to any charge that (a) falls within the active contract term, (b) was authorized under Client's AutoPay enrollment, or (c) relates to a billing period for which Client has not submitted a prior written dispute to MedTrainer. In the event Client initiates such a chargeback, Client agrees to indemnify MedTrainer for the full chargeback amount, associated card network fees, and any reasonable legal costs incurred in contesting the dispute.

4.9 FTC Negative Option Rule Compliance. MedTrainer's subscription services include automatic renewal. By signing this Agreement, Client affirmatively consents to the automatic renewal of this subscription at the end of each contract term at the then-current rate, unless Client provides timely written cancellation notice as specified herein. This disclosure is provided in accordance with 16 C.F.R. § 425 (FTC Negative Option Rule) and applicable state automatic renewal laws.

4.10 Standing Authorization. By executing this Agreement or any Order Form referencing it, Client affirmatively authorizes MedTrainer and its designated payment processor to charge the payment method provided in the applicable Order Form — including any credit card, debit card, or bank account — for all amounts due under this Agreement on each scheduled billing date through the end of the then-current Term ("**Standing Authorization**"). This Standing Authorization constitutes a continuous, merchant-initiated transaction authorization and does not require separate approval for each billing cycle. Client acknowledges that: (a) submission of a cancellation or non-renewal notice does not revoke this Standing Authorization for charges that have already accrued or that become due prior to the effective date of termination, as further provided in Section 4.4; (b) this Agreement and any applicable Order Form constitute the written authorization instrument for purposes of any card network dispute or chargeback proceeding; and (c) MedTrainer is authorized to present this Agreement as evidence of Client's prior authorization in response to any chargeback, reversal, or dispute initiated by Client or Client's financial institution. Should Client wish to revoke this authorization for future billing cycles beyond the current Term, Client must provide written notice to legal@medtrainer.com no later than thirty (30) days prior to the next scheduled billing date; revocation of authorization does not cancel this Agreement or relieve Client of any payment obligations accrued or owed under it. Any chargeback initiated in contravention of

this Section shall be subject to the remedies set forth in Section 4.5.

4.11 Suspension of Service. If Client's account is thirty (30) days or more overdue, in addition to any of MedTrainer's other rights or remedies, MedTrainer reserves the right to suspend any Services provided to Client hereunder, without prior notice or liability to Client, until such amounts are paid in full.

4.12 Taxes. In addition to the fees owed to MedTrainer hereunder, Client shall separately pay (or promptly reimburse MedTrainer for) all taxes (other than U.S. federal and state taxes based on MedTrainer's net income), if any, imposed on the fees paid to MedTrainer, and such taxes may not reduce the fees due to MedTrainer hereunder.

4.13 Invoice Disputes. Any invoice submitted by MedTrainer shall be deemed correct unless Client provides written notice within thirty (30) days of the invoice date specifying the nature of the disagreement.

4.14 Fee Adjustments. MedTrainer may change the fees for Platform Services from time to time, in its sole discretion, effective upon the commencement of the next renewal term under the applicable Order Form. Annual support and maintenance fees shall increase by eight percent (8%) on each anniversary of the applicable Order Form subscription start date (the "Annual Adjustment"). The Annual Adjustment is a fixed rate and shall apply automatically at each renewal without further notice. Any deviation from the standard Annual Adjustment requires a written amendment to the applicable Order Form, executed by authorized representatives of both parties prior to the applicable renewal date.

4.15 Exception to Annual Adjustment. In the event Client requests a modification to the standard Annual Adjustment rate set forth above, such modification: (i) must be requested in writing prior to the applicable renewal date; (ii) is subject to approval by an authorized MedTrainer representative in MedTrainer's sole discretion; and (iii) if approved, must be documented in a fully executed written amendment to the applicable Order Form before it will be given effect. The standard Annual Adjustment rate shall apply to all contract years and renewal periods not covered by an executed and effective amendment. No oral agreement, course of dealing, or prior practice shall modify the Annual Adjustment rate.

5. Proprietary Rights.

5.1 Services. As between the Parties, MedTrainer owns and shall retain ownership of all right, title and interest in and to the Services, including all Intellectual Property Rights therein. Other than as expressly set forth in this Agreement, all rights in the Services are hereby expressly reserved by MedTrainer, including the right to grant licenses of the Platform Services to third parties.

5.2 Client Data. As between the Parties, Client owns and shall retain ownership of all right, title and interest in and to the Client Data, including all Intellectual Property Rights therein. Client grants to MedTrainer a non-exclusive, non-transferable, non-sublicensable, royalty-free, fully paid, worldwide license to process, copy, store, modify, and otherwise use the Client Data for the purpose of providing the Services to Client during the Term. Notwithstanding anything to the contrary in this Agreement, MedTrainer may collect and analyze data relating to the provision, use and performance of the Platform Services and use such data (a) to improve the Platform Services and for other development, optimization, diagnostic, or corrective purposes in connection with the Platform Services; and (b) to develop other MedTrainer offerings, so long as such data has been anonymized, de-identified, and/or aggregated so as not to identify or permit identification of any individual, including Client and Authorized Users ("**De-Identified Data**").

5.3 Feedback. In the event that Client or any Authorized Users provide to MedTrainer any suggestion, idea or other feedback regarding the Services (the "**Feedback**"), then MedTrainer may freely use, disclose, reproduce, license, distribute, and otherwise commercialize such Feedback in any MedTrainer product, technology, service, specification, or other documentation without any restriction or payment, including to improve the Services, and MedTrainer shall own all rights, title and interest in and to any such Feedback.

5.4 No Assignment. Except for the express assignments and licenses set forth in this Agreement, this Agreement does not transfer any right, title or interest in any Intellectual Property Right of either Party to the other Party. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code).

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other Party ("**Receiving Party**") or that should reasonably be expected to be confidential given the nature of the information and/or the circumstances of its disclosure, including, without limitation, the terms and conditions of this Agreement, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). For the sake of clarity, Client Data shall be deemed Client's Confidential Information (except to the extent it is De-Identified Data), and the Platform Services and Feedback shall be deemed MedTrainer's Confidential Information. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (d) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights.

6.2 Protection. Each Party will not disclose the other Party's Confidential Information, or use the other Party's Confidential information for any purpose other than to perform its obligations or exercise its rights under this Agreement, and will protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6.4 Return. Upon the Disclosing Party's written request and upon termination or expiration of this Agreement, the Receiving Party promptly will return or destroy, at the Disclosing Party's option, all Confidential Information of the Disclosing Party in its possession or control.

7. Representations and Warranties; Disclaimers.

7.1 MedTrainer Representations and Warranties. MedTrainer represents and warrants that: (a) it has the legal power to enter into this Agreement and to grant the rights granted herein; (b) the Services, when used in accordance with the terms of this Agreement and the applicable Order Form, will comply with all applicable laws and regulations; and (c) the Platform Services will conform in all material respects with any related Documentation and the applicable Order Form.

7.2 Client Representations and Warranties. Client represents and warrants that: (a) it has the legal power to enter into this Agreement and to grant the rights granted herein; (b) it will use the Services, and instruct MedTrainer with respect to the processing of Client Data, only in a manner that complies with all applicable laws and regulations; (c) as between the Parties, Client and Authorized Users own all Client Data or have obtained all permissions, releases, rights, consents, or

licenses required to enable MedTrainer to process the Client Data, without obtaining any further permissions, releases, rights, consents, or licenses; (d) to the extent the Client Data includes any personal information (as defined under applicable data protection laws), such personal information was collected and is being disclosed to MedTrainer in accordance with all applicable laws and regulations and Client's privacy policies; (e) the Client Data, and MedTrainer's exercise of all rights and licenses granted by Client herein, do not and will not violate, infringe, or misappropriate any third party's Intellectual Property Rights; and (f) Client will not, and will ensure Authorized Users will not, use the Platform Services in a manner that is, or provide Client Data that is, defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing.

7.3 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, AND MEDTRAINER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MEDTRAINER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE OR THAT THE CLIENT DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, AND NO INFORMATION OR ADVICE OBTAINED BY CLIENT FROM MEDTRAINER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. MEDTRAINER DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES AND/OR THE ACCURACY OF DATA THAT SHOULD HAVE BEEN REVIEWED AND APPROVED BY CLIENT. MEDTRAINER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS ARISING FROM USE OF THE INTERNET OR ANY OTHER CLIENT SYSTEMS AND/OR ARISING FROM THE FAILURE OF THIRD PARTY VENDORS IN PROVIDING SERVICES TO MEDTRAINER. THE PARTIES ADDITIONALLY AGREE THAT MEDTRAINER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS

COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN MEDTRAINER AND CLIENT. MEDTRAINER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN.

7.4 No Professional or Legal Advice. The Platform Services are provided for administrative and informational purposes only and do not constitute legal, regulatory, billing, medical, or professional advice. Client remains solely responsible for compliance with applicable laws, regulations, payer requirements, and contractual obligations.

7.5 No Guarantees; Payer Discretion. Client acknowledges that all credentialing, enrollment, re-credentialing, and re-enrollment decisions, requirements, timelines, and effective dates are determined solely by third-party insurance payers and are outside of MedTrainer's control. MedTrainer makes no representations or warranties and does not guarantee: (a) approval, acceptance, participation, or continued participation with any payer; (b) retroactive or specific effective dates; (c) re-credentialing or re-enrollment outcomes; or (d) completion within any estimated or projected timeframe.

8. Indemnification.

8.1 Indemnification by MedTrainer. MedTrainer shall defend, indemnify, and hold Client and its affiliates, officers, directors, employees, agents, successors, and representatives harmless against any and all losses, damages, liabilities (including settlements and judgments), fines, penalties, costs and expenses (including interest, court costs, and reasonable, outside attorney's fees) (collectively, "**Losses**") incurred in connection with third-party claims, demands, suits, or proceedings ("**Claims**") made or brought against Client arising from or related to: (a) MedTrainer's breach of its representations, warranties, covenants and agreements herein; (b) allegations that Client's use of the Platform Services in accordance with this Agreement violates, infringes, or misappropriates any third party's Intellectual Property Rights ("**IP Claim**"); (c) MedTrainer's gross negligence or willful misconduct; or (d) MedTrainer's violation of applicable laws in providing the Services to Client. MedTrainer shall have no

obligations to Client under this Section 8.1 to the extent such Claims arise from (i) Client's breach of this Agreement, (ii) any Client Data, (iii) Client's or an Authorized User's modification, alteration, or enhancement of the Platform Services without MedTrainer's prior written consent, (iv) Client's or an Authorized User's combination or use of the Platform Services with any products, services, hardware, software, or business processes not provided by MedTrainer or authorized pursuant to the Documentation, (v) MedTrainer's compliance with designs, plans, or instructions provided to MedTrainer by Client or an Authorized User, and/or (vi) Client's or an Authorized User's failure to use any updates to the Platform Services provided by MedTrainer.

8.2 Indemnification by Client. Client shall defend, indemnify, and hold MedTrainer and its affiliates, officers, directors, employees, agents, successors, and representatives harmless against any and all Losses incurred in connection with Claims made or brought against MedTrainer arising from or related to: (a) Client's breach of its representations, warranties, covenants and agreements herein; (b) the use of the Services by Client or an Authorized User not in accordance with this Agreement; (c) the Client Data and MedTrainer's use thereof in accordance with this Agreement; (d) Client's or an Authorized User's gross negligence or willful misconduct; or (e) Client's or an Authorized User's violation of applicable laws. Client shall have no obligations to MedTrainer under this Section 8.2 to the extent such Claims arise from MedTrainer's breach of this Agreement.

8.3 Infringement Remedy. If the Platform Services become, or in the opinion of MedTrainer may become, the subject of an IP Claim under this Agreement, then MedTrainer may, at its option and expense and as the sole and exclusive remedy for such IP Claim, (a) procure for Client the right to continue using the Platform Services; (b) modify or replace the Platform Services as needed to avoid infringement, with such modification or replacement having substantially similar capabilities; or (c) if neither of the foregoing is commercially feasible, terminate this Agreement and refund any prepaid unused fees for associated Services. THIS SECTION 8 SETS FORTH MEDTRAINER'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY IP CLAIM.

8.4 Procedure. As a condition to the indemnity obligations of a Party hereunder, the Party seeking

indemnification hereunder (the "**Indemnified Party**") shall (a) promptly give written notice of the Claim to the indemnifying Party (the "**Indemnifying Party**"); (b) give the Indemnifying Party sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle or defend any Claim unless it unconditionally releases the Indemnified Party of all liability); and (c) provide to the Indemnifying Party, at the Indemnifying Party's cost, all reasonable assistance.

9. Limitation of Liability and Action.

9.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MEDTRAINER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID BY CLIENT TO MEDTRAINER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9.2 Limitation of Action. Except for actions for non-payment or breach of either Party's Intellectual Property Rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the date the applicable liability arose.

10. Term and Termination.

10.1 Term of Agreement. This Agreement commences on the Subscription Start Date and shall continue until terminated pursuant to the terms herein (the "**Term**"). If no length is listed in the Order Form, the initial Term is sixty (60) months. The Term will automatically renew one day prior to the end of your contract and will continue to renew unless canceled by you a minimum of 30 days prior to the end of the Term. To cancel a renewal, email legal@medtrainer.com. By way of example, if your contract Renewal Date is June 30, you must request cancellation before June 1. The amount due upon early cancellation prior to the end of the contract term is not a penalty, it is payment of the aggregate, agreed upon contract amount.

10.2 Termination for Cause. A Party may terminate the affected Order Form(s) or this Agreement as a whole for cause: (a) upon thirty (30) days' written notice of a material breach to the other Party, provided such breach remains uncured at the expiration of the notice period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

10.3 Effect of Termination. Upon expiration or earlier termination of this Agreement or an Order Form: (a) the applicable licenses and rights granted hereunder will terminate and Client shall immediately cease any and all use of the applicable Services; (b) the applicable Platform Services will cease to be accessible to Client or Authorized Users; and (c) Client will pay all accrued fees within thirty (30) days of the invoice or the effective date of expiration or termination, whichever is earlier.

10.4 Surviving Provisions. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 4, 5, 6, 8, 9, 10, 11 and any other provisions reasonably expected to survive given their subject matter.

11. General Provisions.

11.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

11.2 No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

11.3 Publicity. Neither Party shall issue a press release or any other publicity relating to this Agreement without the other Party's prior written approval.

11.4 Force Majeure. Neither Party will be deemed in breach of this Agreement if the failure to perform is caused by circumstances beyond its reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquake, pandemic, epidemic, civil unrest, acts of terror, strikes or labor problems, computer, Internet, or telecommunications

failures, power outages, delays or network intrusions, or denial of service attacks.

11.5 Notices. All notices, demands, requests, or other communications given under this Agreement shall be in writing and be given by email, personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the addresses set forth in the Order Form or as may be requested subsequently in writing. All such notices, demands, requests, and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt; otherwise, any such notice, demand, request, or other communication will be deemed not to have been received until the next succeeding business day in the place of receipt.

11.6 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

11.7 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a Party, in which case such Party may terminate this Agreement by notice to the other Party.

11.8 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party. Notwithstanding the foregoing, the following assignments will not require the consent of the other Party: (a) MedTrainer's assignment of this Agreement or delegation of any of its obligations hereunder to an affiliate of MedTrainer; or (b) the assignment by either Party of this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets which does not involve a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section 11 shall be void and of no effect. Subject to the

foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

11.9 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of laws provisions.

11.10 Venue. The federal and state courts located in Clark County, Nevada, shall have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

11.11 Export Control Laws. Client shall not export, directly or indirectly, the Platform Services, or other information or materials provided by MedTrainer hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of

export, without first obtaining such license or approval. It shall be Client's responsibility to comply with all applicable United States export laws or any other export laws of any relevant jurisdiction.

11.12 Entire Agreement and Construction. This Agreement, the Exhibits, and the Order Forms, constitute the entire agreement between the Parties as to Client's rights to the Services, and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. In the event of any direct conflict between the provisions in this Agreement and any Order Form, the terms of this Agreement shall prevail, unless the Order Form provides that its terms shall control.

11.13 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

MEDTRAINER, INC.

By:_____

Print Name:_____

Title:_____

Date:_____

CLIENT

By:_____

Print Name:_____

Title:_____

Date:_____

