

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into upon the date executed (the "Effective Date"), by and among **Client** and **HealthITq, Inc.**, (HITq).

## RECITALS

WHEREAS, Client wishes to purchase services from time-to-time from HITq and HITq is agreeable to the same on the terms set forth in this Agreement;

WHEREAS, any specific service(s) to be provided by HITq as well as the specific pricing terms for said service(s) shall be set forth in Statements of Work (SOW) that the parties may jointly execute from time to time.

- 1. Services and Compensation.** Any work performed for Client shall be subject to the terms of this Agreement. All work to be performed under this Agreement shall be set forth in written Statement of Work executed by both parties from time to time. Applicable pricing for any services provided shall be set forth in the relevant Statement of Work. All services provided under any Statement of Work shall be governed by the terms and conditions of this Agreement. Unless explicitly stated otherwise in the relevant Statement of Work, the parties agree that no Statement of Work shall modify any of the terms of this Agreement. Unless otherwise explicitly provided in a Statement of Work, the Client will pay HITq for the services provided under a Statement of Work on a time and materials or fixed fee basis in accordance with the rates and prices set forth in each Statement of Work. A Statement of Work will be developed for each specific engagement and will outline the project scope, specific consultant(s) providing the Service, and the agreed upon rates for the project.
- 2. Out-of-Pocket Expenses.** Unless otherwise specifically provided in a Statement of Work each invoice will include, and the Client shall reimburse HITq for, reasonable travel-related and other out-of-pocket expenses incurred in providing services in connection with any Statement of Work as outlined in the Statement of Work.
- 3. Work Tools.** HITq shall provide the proper work tools and equipment necessary for their resource(s) to perform their assignment unless otherwise outlined in corresponding Statement of Works. This would include a laptop computer with virus protection and encryption to protect patient data. If the Client requires software to be loaded to the HITq laptop, then the Client will be required to load the required software and to remedy any technical issues that may arise from loading of the software.
- 4. Term and Termination.** This Agreement shall become effective as of the Effective Date and shall continue in effect for a term of two years and will continue in effect thereafter for additional one- year terms unless earlier terminated as provided in this Agreement. Except as otherwise provided, this Agreement shall continue to govern any Statement of Work executed prior to the termination of this Agreement. Client may terminate this Agreement or the remaining portion of any Statement of Work upon thirty

(30) days written notice. In the event of material breach, either party may terminate the Agreement if the breaching party fails to correct the breach within thirty (30) days of written notice detailing the material breach. In the event that the Agreement is terminated, Client shall pay HITq the quoted hourly rate for all services performed prior to the date of termination.

- 5. Confidentiality.** Except as is reasonably necessary for the party to fulfill its obligations under this Agreement and any Statement of Work, all written and oral information communicated to either party by the other in connection with the activities contemplated by this Agreement whether before or after the Effective Date, shall (i) be held in strict confidence, (ii) not be reproduced or copied in whole or in part, except as necessary for use as authorized herein and (iii) be used only for purposes of this Agreement. No such information, including the provisions of this Agreement, shall be disclosed by the recipient without the prior written consent of the other party, except as required by law. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This Section 6 shall not apply to information, which is (i) in the public domain or is otherwise publicly available, (ii) already known to the recipient, (iii) developed independently by the recipient without reference to any confidential information, or (iv) received from a third party without similar restriction and without breach of this Agreement.
- 6. HIPAA Regulation.** HITq is aware of the importance and potential impact of the HIPAA rulings on all healthcare organizations. We recognize the need for privacy and security in the handling of sensitive patient information and data and commit to conducting business in such a manner as to not compromise Client, its patients, and caregivers. We also pledge to incorporate current HIPAA understanding into decisions pertinent to the technical use and storage of data. HITq agrees to abide by the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it exists from time to time, as applicable. To the extent required by the provisions of HIPAA and the regulations promulgated there under and as such regulations exist at any time during the term of this Agreement, HITq will fully protect possible all Protected Health Information (as defined by HIPAA) that it obtains because of providing services under this Agreement. Further, both parties agree to comply with or, as necessary, alter this Agreement so that each party may comply with any all laws and regulations under which each party must operate, including, but in no way limited to those promulgated by CMS (formerly HCFA) and the Joint Commission on Accreditation of Healthcare Organizations. If such compliance or alteration by either party is not possible or agreeable, then nonconforming party, in its sole discretion, may immediately terminate this Agreement without penalty y. Said termination shall in no way be deemed to conflict with any termination language as otherwise set forth in this Agreement hereunder.

- 7. Other Obligations.** Client will provide timely access to its personnel, systems and information required for HITq to perform its obligations hereunder. Client shall provide to HITq consultants performing its obligations hereunder at the Client's premises without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services.
- 8. Warranty/Disclaimer of Warranty.** HITq warrants that its services shall be performed by qualified personnel in a manner consistent with good practice in the information technology services industry. If HITq breaches this warranty, it shall supply services to correct or replace the work at no charge. THE REMEDY SET FORTH IN THIS SECTION IS THE CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY THE PROVIDER PARTY. HITq DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. Limitation on Direct Damages.** Except for each party's indemnification obligations, with respect to all claims, actions and causes of action arising out of, under or in connection with a Work Order (including claims, actions and causes of action arising out of, under or in connection with this Agreement that arise out of such Statement of Work but not including a party's obligations to make payments hereunder), regardless of the form of action, whether in contract or tort (including negligence, strict liability or otherwise) and whether or not such damages are foreseen, neither party's liability will exceed the total amount of the fees paid for which the liability relates (excluding amounts paid as reimbursement of expenses or taxes) and except for each party's indemnification obligations.
- 10. Limitation on Type of Damages.** Except for willful or intentional misconduct by a party and except for each party's indemnification obligations, with respect to all claims, actions and causes of action arising out of, under or in connection with this Agreement and all Statement of Works (except for the Receiving Party's obligations to make payments under a Statement of Work and this Agreement), regardless of the form of action on, whether in contract or tort (including negligence, strict liability or otherwise) and whether or not such damages are foreseen, neither party will be liable for, any amounts for indirect, incidental, special, consequential (including without limitation lost profits, lost revenue, or damages for the loss of data) or punitive damages of the other party or any third parties.
- 11. Indemnification.** Each party shall defend (if required by each other), indemnify and hold harmless the other party, the other party's agents, professionals, consultants, or sales agents, and the officers, directors, agents, employees, and assigns of each, for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees at administrative, trial and appellate level) arising directly or indirectly from or out of any negligent act or

omission of the other party, its subcontractors, and their officers, directors, agents, or employees; any failure of a party to perform its services hereunder in accordance with generally accepted professional standards; any material breach of a party's representations as set forth in this Agreement; any claim that work delivered by a party infringes a third party's rights or, any other failure of a party to comply with the obligations on its part to be performed hereunder. These indemnity and hold harmless provisions shall survive the expiration or termination, if sooner, of this Agreement.

- 12. Waiver.** No change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.
- 13. Employee Non-Solicitation.** Client and HITq agree not to solicit the employment of the other party's employees during the term of this agreement and for six (6) months without the express written consent of the other party.
- 14. Relationship of Parties.** Each party is acting only as an independent contractor and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work. Each party has the sole responsibility to supervise and manage its employees and resources hereunder and to perform or cause the performance of all services under this Agreement or any Statement of Work.
- 15. Force Majeure.** Neither party shall be liable for any failure or delay in its performance (other than non - payment) due to circumstances beyond its reasonable control; failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, war, or any cause beyond the reasonable control of that party, provided that it notifies the other party as soon as practicable and uses reasonable commercial efforts to resume performance.
- 16. Settlement of Disputes.** Client and HITq agree that any dispute, controversy, or claim arising related to this Agreement, or the creation, validity, interpretation, breach, or termination of this Agreement will be submitted for the resolution by arbitration according to the rules of the American Health Lawyers Arbitration Association (AHLA). Such arbitration shall be binding and final. In agreeing to arbitration, both parties acknowledge that in the event of a dispute, each is waiving the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of binding arbitration for resolution of the dispute. Either party may demand arbitration in writing, serving on the other party a statement of the dispute, controversy, or claim, and the facts relating to it, in reasonable

detail. All arbitration hearings shall be held within the home state and city of the party who has initiated the dispute by serving upon the other a written demand for arbitration in accordance with the immediately preceding sentence. Each party shall pay their own expenses of arbitration and each party shall divide equally the costs of the arbitrator (s) and any arbitrators hearing costs, unless the arbitrator (s) determine otherwise. Judgment upon any award may be entered in any court of competent jurisdiction. All notices from one party to the other relating to the arbitration under this agreement shall be in writing.

**17. Assignment.** HITq may not assign any of its rights and obligations under this Agreement or any Statement of Work without the prior written consent of the Client, consent will not be unreasonably withheld.

**18. Notices.** Any notice under this Agreement shall be deemed delivered when delivered in person, the day after being sent by Federal Express or comparable overnight courier, or five days after being mailed by registered or certified U.S. mail, return receipt requested, to the HITq or Client representative signing this Agreement and to the address provided in this Agreement. Either party may change its address by written notice to the other.

**19. Right to Intellectual Property.** Any work product produced by HITq pursuant to this Agreement is intended to be "work for hire" within the meaning of the Copyright Act of 1976, as amended and all such work and all copies thereof shall be the exclusive property of Client. HITq shall have no proprietary interest in the work product developed by HITq, and HITq expressly assigns to Client all rights, ownership and interest (including copyrights) to any works or things created jointly or singly by HITq during performing the work. At the termination of this Agreement or upon request of Client, HITq shall deliver or return all copies of work product hereunder, together with any other materials furnished by Client. HITq retains the right to provide consulting services of similar type and scope to any current or future customer. HITq will keep confidential any proprietary customer information, while retaining full rights to exercise consultative skills and expertise that may be enhanced by experience gained under the scope of this Agreement.

**20. Access to Records.** During the term of this contract and for a period of four (4) years after the termination of this contract, Client, the Department of Health & Human Services and the Comptroller General of the United States and their duly authorized representatives shall have the right of access to all books, documents, and records of the HITq which are necessary to verify the costs of the contract. HITq agrees to provide a similar clause in all contracts with any subcontractor relating to the performance of this contract.

**21. Compliance with Applicable Laws.** Client is committed to compliance with all applicable federal and state laws and regulations. HITq now certifies on behalf of itself and its individual directors and officers that it has never been excluded, debarred, suspended or otherwise determined to be ineligible from participation in any federally-funded health care program, including but not limited to Medicare and Medicaid and no proceedings are

pending or have been threatened which might result in debarment, exclusion, or determination of ineligibility.

**22. Entire Agreement.** This Agreement and the Statement of Works issued hereunder constitute the final, entire, and exclusive agreement between the parties with respect to the subject matter hereof and may be amended or modified only in a writing executed by both parties. In case of any inconsistency between this Agreement and a Statement of Work, the Statement of Work shall prevail with respect to interpretation of that Statement of Work, except that no Statement of Work may survive termination of this Agreement. Each provision of the Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, it shall not affect any other provision of the Agreement which can be given effect without the conflicting provision or clause. To the extent that there may be any conflict between the terms of this Agreement and of the Statement of Work, this Agreement shall take precedence. The laws of the State of Florida shall govern this Agreement.

**23. Acknowledgment of Arbitration.** The parties understand that this agreement contains an agreement to arbitrate. After signing this document, the parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.