



## PREFIX HEALTH TECHNOLOGIES, LLC MASTER SERVICES AND LICENSING AGREEMENT

This Master Services and Licensing Agreement (“Agreement”) is made as of this <DATE> (the “Effective Date”) by and between \_\_\_\_\_, a(n) \_\_\_\_\_ (“Customer”) and Prefix Health Technologies LLC, an Illinois limited liability company with its principal place of business at 20 North Wacker Driver, Chicago, IL, 60606 (“Prefix”).

### PREAMBLE

Prefix creates and provides Web-based Software as a Service (SaaS) solutions for government, charitable and other organizations to automate and administer various programs for public use. Customer desires to receive services through the Prefix platform as set forth in this Agreement.

In consideration for the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.** The words “include/s” and “including” shall mean “include/s/ing without limitation” and, unless set forth specifically to the contrary, any term in its singular form shall include its plural form and *vice versa*. The following terms shall have the meanings stated:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Client**” means any individual that accesses the Licensed Services (or on whose behalf the Licensed Services are accessed) for purposes of determining that individual’s eligibility (or the eligibility of another person on whose behalf the individual is acting) for one or more assistance programs.

“**Client Data**” means any data that relates to a Client and that is acquired, processed, stored, or distributed using the Licensed Services.

“**Customer Content**” means materials and content provided, created or coded by Customer solely, or jointly with other third parties, without the assistance of Prefix or use of any Prefix Materials (including but not limited to text, Customer-provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video and Customer Data) that Customer makes available for use by Users and Clients by means of the Licensed Services, other than any such materials or content that were created in collaboration with Prefix, or created by Prefix on Customer’s behalf or at Customer’s direction.

“**Customer Data**” means data, however contained or formatted, that is provided or submitted by Customer or any User in the course of using the Licensed Services that relates to Users and that is not included in the Prefix Materials. Customer Data does not include any data, information, configuration, or material, created, provided or submitted by Prefix (solely or jointly with others), even if created, submitted or provided at Customer’s request or with Customer’s assistance.

“**Licensed Services**” means the online, Web-based applications and platform provided by Prefix and remotely accessed by Customer, Users and Clients that are ordered by Customer under one or more Service Orders, including associated offline components. The initial Licensed Services to be provided pursuant to this Agreement are further described in the Service Order attached as Exhibit A (“Order No.1”). Additional Service Orders will further describe applicable Licensed Services.

“**Malicious Code**” means software viruses, worms, time bombs, Trojan horses and other harmful or malicious computer code, files, scripts, agents or programs.

“**Prefix Materials**” means the Licensed Services, software, source code, object code, configuration code in Javascript Object Notation or any other non-declarative programming language or declarative syntax, systems, configuration descriptions in prose, documentation, and processes utilized to provide the Licensed Services, including but not limited to text, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video and data contained or made available to Customer while using the Licensed Services, and all modifications and intellectual property related thereto. Prefix Materials include, without limiting the

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foregoing, configuration code or configuration options created or elected by Users and their employees using Prefix's administrative tools contained within the Licensed Services. Prefix Materials also includes all written materials relating to the operation and use of the software made available to Customer as part of the Licensed Services ("Prefix Software") including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files regarding use of Prefix Software provided as part of the Licensed Services, and any other materials prepared in connection with any Prefix Software modification, correction, or enhancement. Prefix Materials includes any updated versions of Prefix Materials as may be provided by Prefix from time to time (1) in the course of providing the Licensed Services; (2) as part of an online tutorials or help files provided with the Licensed Services; or (3) in the course of providing web seminars in which Customer or Customer's Users enroll.

**"Service Order"** means the ordering documents for purchases hereunder, including addenda thereto, that are signed or electronically accepted by Prefix and Customer from time to time, including the initial Order No.1. Service Orders shall be deemed incorporated herein by reference.

**"Users"** means Customer's employees, consultants, contractors, agents and other individuals who are authorized by Customer to use a Licensed Service and have been supplied user identifications and passwords by Customer or on Customer's behalf.

**2. GRANT OF LICENSE.** Provided Customer complies with restrictions below in Section 4.3 and subject to the terms and conditions of this Agreement, Prefix hereby grants to Customer a non-exclusive, non-transferable right to access and use, and to allow Users and Clients to access and use, the Licensed Service during the Term, solely for Customer's own internal business purposes. Prefix retains all right, title, and interest in and to the Licensed Services and other Prefix Materials. This Agreement does not grant Customer (a) any right to reproduce, modify, distribute, or publicly display or perform the software included in the Licensed Services or Prefix Materials or (b) any other right to the Licensed Services and Prefix Materials not specifically set forth in this Agreement. All rights not expressly granted to Customer are reserved by Prefix and its licensors.

### **3. LICENSED SERVICES**

**3.1. Generally.** Prefix shall make the Licensed Services available to Customer pursuant to this Agreement and the relevant Service Orders during the Term.

**3.2. Change Orders.** Customer may request additions, enhancements, and modifications to a Service Order or request additional services not explicitly documented or categorized in the Service Order by submitting a written request (a "Change Order Request"). Change Order Requests will be processed as follows:

**3.2.1** Within five (5) business days of receiving a Change Order Request, Prefix will provide Customer written notice of: (a) whether the requested change is feasible and, if so, the time to complete the requested change; (b) the cost to complete the requested change; and (c) any delay in implementing the services described in existing Service Orders that Prefix anticipates if the change is implemented.

**3.2.2** If Prefix believes it will take more than five (5) days to evaluate and respond to Customer's Change Order Request then, within three (3) business days of receiving the Change Order Request, Prefix will provide Customer written notice of the same, together with any extension in existing deadlines set forth in the original Service Order that will result from Prefix taking time to review the Change Order Request (where a portion of any day spent responding to a Change Order Request extends the deadline by a corresponding number of days), at which point Customer can choose to proceed or withdraw the Change Order Request.

**3.2.2** If the parties mutually agree upon the Change Order Request and any applicable fee and schedule changes, the parties shall execute a Change Order. No work will begin on the Change Order Request until both parties have executed the applicable Change Order.

**3.3. Training.** Prefix will provide Customer with training on the Licensed Services if and as described in one or more Service Orders.

**3.4. Support.** Prefix will provide Customer with technical support regarding the use of the Licensed Services if and as described in one or more Service Orders.

**3.5. Third-Party Vendors.** Prefix may use third-party developers, vendors, service providers, platforms or consultants

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(“Third-Party Vendors”) to provide services as part of the Licensed Services, including, but not limited to, services relating to fraud detection, identity verification, income and employment verification, verification of receipt of services (such as utilities, housing and childcare) and other components necessary for the Licensed Services. Customer consents to the use of these Third-Party Vendors, as well as the use by the Third-Party Vendor of the Customer Data and the Client Data, solely for the purpose of providing the Licensed Services.

### **4. USE OF THE LICENSED SERVICES**

**4.1. Prefix Responsibilities.** As further described in a Service Order, Prefix shall: (i) provide to Customer basic support for the Licensed Services at no additional charge and/or, if purchased separately, upgraded support, (ii) use commercially reasonable efforts to make the Licensed Services available 24 hours a day, 7 days a week, except for: (a) planned downtime that will be noticed at least forty-eight (48) hours prior or (b) any unavailability caused by circumstances beyond Prefix’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, epidemics, pandemics, strikes or other labor problems (other than those involving Prefix’s employees), or Internet service provider failures or delays, and (iii) provide the Licensed Services in accordance with applicable laws and government regulations. A Service Order may set forth additional responsibilities.

**4.2. Customer Responsibilities.** Customer shall (i) be responsible for Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and Client Data, the means by which Customer or any User acquired Customer Data and Client Data, and obtaining any necessary authorizations to submit Customer Data and Client Data for the Licensed Services, (iii) use commercially reasonable efforts to protect all user names and passwords enabling access to the Licensed Services, and notify Prefix promptly of any compromise of the same that results in unauthorized access or use of the Licensed Services, and (iv) use the Licensed Services only in accordance with applicable laws and government regulations. In addition, Customer acknowledges and agrees that it is Customer’s obligation to inform Users and Clients of the processing of Customer Data and Client Data and information regarding Customer and Clients pursuant to this Agreement and to ensure that such Users and Clients have given any necessary consent to such processing as required by all applicable data protection legislation. Customer is solely responsible for obtaining all licenses and permissions necessary related to the Customer Content, including without limitation licenses for any third-party software included in the Customer Content. Customer grants to Prefix the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use any Customer Content that Customer provides Prefix for the purpose of including them in Customer’s user interface of the Licensed Services.

### **4.3. Restrictions.**

**4.3.1.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Licensed Services or the Prefix Materials in any way; (ii) modify or make derivative works based upon the Licensed Services or the Prefix Materials; (iii) create Internet “links” to the Licensed Services (other than on Customer’s Affiliate’s or partners’ websites) or “frame” or “mirror” any Prefix Materials on any other server or wireless or Internet-based device; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Licensed Services or the Prefix Materials or otherwise access the Licensed Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Licensed Services, or (c) copy any ideas, features, functions or content of the Licensed Services, or (v) use the Licensed Services or Prefix Materials to provide software-as-a-service, or for any other service bureau or time-sharing purposes. For clarity, Customer will not violate this Section 4.3.1 by offering services similar to the Licensed Services by using any other electronic or online system Customer uses as of the Effective Date hereof.

**4.3.2.** Customer shall not knowingly: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Licensed Service or the data contained therein; or (v) attempt to gain unauthorized access to the Licensed Service or its related systems or networks.

**4.3.1.** Customer may not access the Licensed Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

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### **5. PAYMENT TERMS**

**5.1. Fees.** Customer shall pay the fees specified in each applicable Service Order. Except as otherwise specified herein or in any Service Order, (i) fees are quoted and payable in United States dollars, (ii) payment obligations are non-cancelable, and fees paid are non-refundable and (iii) all fees are payable electronically at the beginning of each service month. Customer's payment is due on the dates required pursuant to the applicable Service Order, regardless of whether or when Customer receives an invoice.

#### **5.2. Invoicing and Payment.**

**5.2.1.** Payment will be deducted automatically by credit card or through a designated ACH account at the beginning of each service month.

**5.2.2.** If any payment is not honored by Customer's financial institution, the payment provided is not valid and, if Customer does not correct the issue or provide alternative payment within five (5) days after receiving notice from Prefix, a fee in the amount of the lesser of \$500 (five hundred dollars), or the maximum amount allowed by law, will be assessed.

**5.2.3.** For payments past due, Customer shall pay Prefix interest at the lesser of 1% per month or the highest rate available under applicable law, until all overdue amounts are paid in full.

**5.3. Reservation.** Except as otherwise expressly set forth in this Agreement, Order No.1 or another Service Order, Prefix reserves the right to increase fees upon term renewal if Prefix notifies Customer of the increase at least ninety (90) days prior to the date the term will renew.

**5.4. Taxes.** All expenses, charges and fees do not include taxes. If Prefix is required to pay sales, use, or value added taxes resulting from Customer's purchase and use of the Licensed Services provided under this Agreement, then such taxes will be billed to and paid by Customer. Customer shall not be responsible for taxes based on Prefix's income, nor will Customer be responsible for any taxes imposed on Prefix's personnel resources including state and federal income taxes, franchise taxes, Social Security taxes, welfare taxes, unemployment contributions, or disability insurance.

### **6. PROPRIETARY RIGHTS**

**6.1. General Proprietary Rights.** Customer acknowledges that the Licensed Services, Prefix Materials and any necessary software used in connection with the Licensed Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges that the content or information presented to Customer, the Users and the Clients through the Licensed Services may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Prefix, nothing in the Licensed Services, the Prefix Materials, or the Agreement shall be construed to confer any license to any of Prefix's or its Third-Party Vendors', intellectual property rights, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any of Prefix's names or trademarks, service marks, logos and product service names are marks of Prefix (the "Prefix Marks"). Customer agrees not to display or use the Prefix Marks, or the marks of any Third-Party Vendor, in any manner without the owner's express prior written permission.

**6.2. Data Ownership.** As between Prefix and Customer, Customer exclusively owns all rights, title and interest in and to all of the Customer Data and the Client Data. Customer acknowledges that Customer Data, Client Data and information regarding Customer and Clients that is provided to Prefix and its Third-Party Vendors in connection with this Agreement may be processed by Prefix and its Third-Party Vendors to the extent necessary to provide the Licensed Services. Customer consents to Prefix's retention of a copy of Customer Data and Client Data (in accordance with all applicable laws and regulations, including honoring any requests to delete any personal identifiable information as required under relevant privacy laws and regulations). Customer consents to Prefix's use of Customer Data and Client Data 1) for the purposes of performing the Licensed Services under this Agreement, 2) to improve the availability, quality, safety and security of Prefix's products and services, including use of Client Data for machine-learning development, 3) to develop new products and services for use by Customer, 4) for research, evaluation of use, and troubleshooting and 5) for the creation of databases and research tools to be made available to third parties for the purposes of improving information and data analysis for communities needing assistance. In all cases, Prefix will share or transfer Customer Data or Client Data to third parties only when necessary to perform the Licensed Services, or in a deidentified, anonymized, pseudonymized, or aggregated form.

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**6.3. Prefix Materials.** Prefix owns the Licensed Services and all other Prefix Materials. Prefix owns all right, title and interest in and to all intellectual property rights in the Prefix Materials and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users or Clients relating to the Licensed Services or Prefix Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof. Customer shall obtain no ownership rights or any other rights or license in the Prefix Materials, either express or implied, other than those expressly specified in this Agreement

**6.4. Feedback.** If Customer or its Users or Clients provide Prefix with any suggestions, enhancement requests, recommendations or other feedback relating to the Licensed Services or the Prefix Materials (“Feedback”), Customer agrees that Prefix has the right but not the obligation to use such Feedback, without compensation to Customer or Clients.

### **7. CONFIDENTIALITY**

**7.1. Definition of Confidential Information.** Either party (“**Disclosing Party**”) may make Confidential Information (as described in this Section) available to the other party (“**Receiving Party**”). Customer’s Confidential Information shall include Customer Data and the Client Data. Prefix’s Confidential Information shall include the Licensed Services and the Prefix Materials. Confidential Information of each party shall include the terms and conditions of this Agreement and all Service Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party as can be documented by written evidence.

**7.2. Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) the Receiving Party shall not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

**7.3. Protection of Customer Data and Client Data.** Without limiting the above, Prefix shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and the Client Data. Prefix shall not (a) disclose Customer Data or the Client Data except as compelled by law in accordance with Sections 6.2 and 7.4 or as expressly permitted in writing by Customer, or (b) use Customer Data or the Client Data except to provide the Licensed Services or as permitted under Section 6.2 or to prevent or, at Customer’s request, to address service or technical problems, or at Customer’s request, in connection with customer support matters. In the event of any security breach of Prefix’s systems which Prefix reasonably suspects adversely affected Customer Data or Client Data, Prefix will promptly notify Customer of such security breach and take reasonable steps to terminate the suspected unauthorized access or otherwise remediate the security breach. Prefix will cooperate with any investigation of such breach by Customer or third-party regulators and law enforcement.

**7.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party or Customer Content if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonably assists, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information or Customer Content as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information or Customer Content.

**7.5 Confidentiality with Respect to Customer Content.** Notwithstanding anything to the contrary in this Agreement, Customer Content is not included in Confidential Information as defined above. To the extent Prefix has any access to Customer Content in the course of providing the Licensed services, Prefix’s entire obligation to keep Customer Content confidential is stated

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in this Section below. Prefix shall not, intentionally (i) access Customer Content or (ii) disclose Customer Content to any third party, except to the extent: (a) Customer makes the Customer Content publicly available, (b) as necessary for Prefix to provide, or obtain third-party supplier support for, the Licensed Services or to provide information requested by Customer, or (c) as specifically authorized by Customer in writing. Prefix's obligation to protect Customer Content from unauthorized use, access or disclosure is: (i) to provide the security services specifically set forth in this Agreement and (ii) maintain and enforce Prefix's then-current standard security policies and standards applicable to the Licensed Services.

### **8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**8.1. Prefix's Representations and Warranties.** Prefix represents and warrants that (i) the Licensed Services shall conform, in all material respects with applicable Service Orders, other than minor errors, "bugs," defects or cosmetic issues (which Prefix will use commercially reasonable efforts to timely resolve); (ii) that all Licensed Services provided hereunder shall be performed in a workmanlike manner by qualified personnel and in compliance with applicable law; and (iii) Prefix has all rights and authorizations necessary to grant access and use rights to the Licensed Services as described in this Agreement, and no part of the Licensed Services is or will be infringing or otherwise violate any intellectual property rights of any third party. Customer's sole and exclusive remedy for any breach of the foregoing Sections 8.1(i-ii) shall be for Prefix to, in Prefix's sole discretion, re-perform the affected Licensed Services. However, Prefix shall have no obligation with respect to a warranty claim unless notified of such claim within (30) days of the first material functionality problem. Further, Prefix shall have no obligation with respect to a warranty claim, and Customer may not terminate the Agreement, where any alleged nonconformity is due to User error or the refusal by Customer to consent to Third-Party Vendor services which Prefix determines is necessary for the functioning of the Licensed Services.

**8.2. Mutual Representations and Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

**8.3. Disclaimer.** PREFIX DOES NOT REPRESENT THAT (A) CUSTOMER'S USE OF THE LICENSED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE; (B) THE LICENSED SERVICES WILL MEET CUSTOMER REQUIREMENTS; (C) ALL NON-MATERIAL ERRORS IN THE LICENSED SERVICES AND THE PREFIX MATERIALS WILL BE CORRECTED; (D) THE SYSTEM THAT MAKES THE LICENSED SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) THE LICENSED SERVICES WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY PREFIX; (F) THE OPERATION OF THE LICENSED SERVICES WILL BE SECURE OR THAT PREFIX AND ITS THIRD-PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA, CLIENT DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION; OR (G) ANY STORED CUSTOMER DATA OR CLIENT DATA WILL BE ACCURATE OR RELIABLE.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSED SERVICES AND THE PREFIX MATERIALS ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **9. LIMITATION OF LIABILITY**

**9.1 Liability Cap.** Except as provided in Section 9.3 below, each Party agrees that regardless of the form of any claim that Party may have under this Agreement or otherwise, a Party's aggregate liability for any damage to the other Party or to any other party in connection of this Agreement under any theory of liability shall not exceed the Licensed Services fees paid by Customer under this Agreement for the one-year period prior to the event. There shall be only one aggregate liability cap under this Agreement even if there are multiple claims; each claim shall reduce the amount available in the aggregate liability cap. Prefix will not be liable for damages arising from a breach, unauthorized access, or misuse of, or intrusion into, Customer's computers or data residing on Prefix's server(s) or equipment on Customer's premises or any network used by Customer. Prefix shall not be liable for any damages resulting from the loss or corruption of any data or content whether resulting from delays, nondeliveries, misdeliveries, service interruptions or otherwise.

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**9.2. Damage Waiver.** EXCEPT AS PROVIDED IN SECTION 9.3, NEITHER PARTY WILL BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE, RESULTING FROM THE USE OF THE LICENSED SERVICES OR THE INABILITY TO USE THE LICENSED SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.3. Exclusions.** Notwithstanding anything to the contrary in this Agreement, Sections 9.1 and 9.2 do not apply to damages arising out of: (a) any unauthorized use of Client Data by Prefix; (b) claims that are the subject of indemnification obligations under Section 11 (Indemnification); and (c) fraud, willful misconduct or gross negligence.

### 10. TERM AND TERMINATION; SUSPENSION

**10.1. Term of Agreement.** The term of this Agreement commences on the Effective Date and, if not sooner terminated pursuant to this Agreement, continues until the expiration date of all Service Orders (the “Term”), unless the parties agree to continue this Agreement without active Service Orders. Early termination of this Agreement under Sections 10.2 and 10.3 below will automatically terminate any Service Order in effect, unless the parties expressly agree otherwise, in which case this Agreement will continue to apply with respect to such specified Service Order.

**10.2. Termination for Convenience.** Except as provided in any Service Order, either party shall have the right to terminate this Agreement or any Service Order for convenience upon sixty (60) days’ prior written notice to the other.

**10.3. Termination for Cause.** A party may terminate this Agreement or any Service Order for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (in the case of Customer, a material breach includes any failure to pay fees when due), or (ii) 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. Notwithstanding Section 10.4, any failure to pay fees within thirty (30) days after the due date may result in automatic termination of access to the Prefix Platform.

**10.4. Effect of Termination.** Upon termination or expiration of this Agreement or any Service Order and for thirty (30) days thereafter, Prefix will provide Customer, at no charge, access to the Licensed Services with respect to this Agreement or any Service Order, as the case may be, for the sole purpose of enabling Customer to retrieve Customer Data and the Client Data. Access to the Licensed Services will be terminated for all Users on the termination, except for those Users identified by Customer as being responsible for data retrieval. If a termination is with respect to a Service Order only, this paragraph will apply to Licensed Services related only to the terminated Service Order and shall not affect any other Service Order. At Customer’s direction, Prefix shall reasonably cooperate with Customer and/or Customer’s replacement service provider, at Prefix’s then current rates, to deliver Customer a copy of all of Customer Data and Client Data in Prefix’s possession, and Prefix will provide it to Customer in a format Customer may reasonably request. Thereafter, Customer shall (i) cease all use of the Licensed Services (or if termination or expiration of a Service Order only, then cease use of the Licensed Services specific to that Service Order) and (ii) each party shall return or destroy all of the other party’s Confidential Information (or if termination or expiration of a Service Order only, then return or destroy the Confidential Information specific to that Service Order) still in its possession. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Prefix for the period prior to the effective date of termination, nor shall Prefix be required to provide the services in this Section 10.4 if Customer is in arrears.

**10.5. Surviving Provisions.** Sections 4 (Use of the Licensed Services), 5 (Payment Terms), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Effect of Termination), 11 (Indemnification) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

**10.6. Suspension for Delinquent Account.** Prefix reserves the right to suspend Customer’s and its Users access and use of the Licensed Services for any account for which any payment is due but remains unpaid after thirty day’s written notice of such delinquency. Customer agrees that Prefix shall not be liable to Customer, any User, any Client or any third party, for any suspension of the Licensed Services resulting from Customer’s non-payment of the fees as described in this Section.

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## **11. INDEMNIFICATION.**

**11.1. Prefix Indemnity.** Prefix shall indemnify, defend and hold Customer (including Customer and Customer's affiliates' members, directors, trustees, officers, shareholders, employees, representatives and agents) harmless from and against any and all claims, liabilities, obligations, judgments, suits, proceedings, causes of actions, assertions, allegations, government fines and penalties, and investigations to the extent arising out of or in connection with: (a) any breach by Prefix or its agents or subcontractors of Section 7.3; or (b) any claim brought against Customer by a third party that alleges any infringement, misappropriation or violation of any copyright, trade secret, patent, or other intellectual property right by such third party in connection with the Licensed Services. Prefix's indemnification obligation under this Section does not apply to the extent arising from (i) Customer's or any User's modification of the Licensed Services or Customer's or any User's combination of the Licensed Services with other products or services if the Licensed Services would not have been infringing but for such combination or modification, (ii) Customer's or any User's use of the Licensed Services in a manner not authorized herein or for which it was not designed, (iii) Customer's or any User's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, (iv) changes to the Licensed Services made by Prefix at the direction of Customer or any User, (v) Customer Data, Client Data or Customer Content, (vi) Customer, a User or a Client's fraud, willful misconduct or gross negligence, (vii) any failures by Customer or any User to provide sufficient oversight of its employees, consultants and agents, (viii) any failures by Customer or any User to provide adequate cyber and other security protocols, and (ix) phishing or similar cyber-attacks on Customer's or any User's systems which would be prevented by adequate security measures or which could not be anticipated. This Section states Customer's sole and exclusive remedy for Prefix's infringement or misappropriation of intellectual property of a third party.

**11.2. Customer Indemnity.** Customer shall indemnify, defend and hold Prefix (including Prefix's third-party vendors, Prefix's Affiliates and Prefix's and Prefix's Affiliates' members, managers, directors, trustees, officers, shareholders, employees, representatives and agents) harmless from and against any and all claims, liabilities, obligations, judgments, suits, proceedings, causes of actions, assertions, allegations, government fines and penalties, and investigations arising out of or in connection with (i) a claim by a third party alleging that Customer Data, the Client Data, and the Customer Content, or any use thereof, infringes the rights of, or has caused harm to, a third party, (ii) arising out of Customer's breach of Sections 4.2, 4.3 or 7, or (iii) Client's use of the Licensed Services. Customer's indemnification obligation under this Section does not apply to the extent arising from Prefix's fraud, willful misconduct or gross negligence.

**11.3. Indemnification Procedures.** The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

**12. SECURITY.** Prefix shall implement reasonable security measures to prevent unauthorized access to the Licensed Services, including any of Customer Data or Client Data available thereon. Such measures shall in no event be less stringent than those used to safeguard Prefix's own property. Such measures shall include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates. In no event shall Prefix make less stringent the security procedures, policies and controls Prefix currently has in place without the prior written agreement to such modifications by Customer. Prefix will not need access to any personally identifiable information regarding any Client in order to perform Prefix's obligations hereunder unless requested by Customer or a User or as required to determine fraudulent transaction patterns in which case Prefix shall request Customer's permission.



**PREFIX HEALTH TECHNOLOGIES, LLC  
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**13. INSURANCE.** During the Term Prefix will maintain a commercial general liability insurance policy and a professional liability insurance policy, each with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. On written request, Prefix shall provide Customer certificates evidencing such insurance.

**14. GENERAL PROVISIONS**

**14.1. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**14.2. 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.

**14.3. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court 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.

**14.4. Attorney Fees.** The prevailing Party in any action to interpret or enforce this Agreement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

**14.5. Entire Agreement.** This Agreement, including all exhibits hereto and all Service Orders and Addenda thereof, whether in existence as of the Effective Date or later, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement may be executed in one or more counterparts, with signatures delivered by fax, emailed PDF documents, or reputable online electronic signing services such as DocuSign, all of which counterparts when taken together shall comprise one instrument. To the extent of any conflict between this Agreement and a Service Order, this Agreement will control.

**14.6. Governing Law.** This Agreement, the subject matter hereof and performance hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to conflict of laws principles thereof. Venue and forum shall be exclusive to the United States District Court for the Northern District of Illinois, and the state courts located in Cook County, Illinois.

**14.7. Assignment.** Neither party may assign, encumber, or pledge or sublicense its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto, which such consent shall not be unreasonably withheld; provided, however, that Prefix may assign or transfer this Agreement pursuant to a merger, consolidation, or sale of substantially all of Prefix's business or assets to which this Agreement relates.

**14.8. Notices.** All notices required or permitted to be given under this Agreement will be in writing and addressed to the applicable address identified on the first page of this Agreement. Unless otherwise provided, any notice so addressed will be deemed given: (a) upon receipt, if hand delivered; (b) four (4) calendar days after deposit as certified or registered mail, postage prepaid, if mailed via the United States Postal Service; or (c) two (2) business days after deposit if mailed via a reputable overnight courier. Either party may change their notice address by providing notice of such change.

*[Remainder of Page Intentionally Left Blank]*

**PREFIX HEALTH TECHNOLOGIES, LLC  
MASTER SERVICES AND LICENSING AGREEMENT**

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized officers as of the Effective Date

**PREFIX HEALTH TECHNOLOGIES, LLC**

**<CUSTOMER>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_