



Master Service Agreement – PatientLock®

This Master Service Agreement – PatientLock (“Agreement”) is entered into by and between PatientLock, LLC (“PatientLock”) and _____ (“Customer”), which has its main offices at _____.

By executing an ordering document (“Service Order”) and accompanying Statements of Work provided to the Customer by PatientLock, the Customer agrees to be bound by the terms of this Agreement. A Service Order means the paper or electronic form PatientLock uses to memorialize the Customer’s commitment to purchase, and PatientLock’s commitment to provide, certain cybersecurity-related services or products (“Service”). Each Statement of Work contains a “Scope of Work” describing the Service available to the Customer under the Service Order and this Agreement.

PatientLock means either (i) PatientLock, LLC (on behalf of itself and its affiliates, collectively, “PatientLock”), a Kansas limited liability Customer, having its principal place of business at 9393 W. 110th Street, Building 51, Suite 500, Overland Park, KS 66210, or (ii) a PatientLock- authorized reseller. The parties agree that “PatientLock” as used throughout means, as applicable, either the authorized reseller or PatientLock.

In consideration of the mutual promises contained herein and intending to be legally bound as of the date this Agreement is fully executed (electronically or otherwise) (the “Effective Date”), the Customer and PatientLock agree as follows:

1. Term and Termination.

1.1 Term. This Agreement shall commence on the Effective Date and continue so long as Service is being provided to the Customer. If the Service Order does not contain a stated term, the term shall be 36-months from the date the Service is first provided to the Customer and the term shall automatically renew on a year-to-year basis unless either party gives the other notice of non-renewal at least 30 days prior to of the expiration of the term.

1.2 Termination for Breach. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if the breach is remediable, remains uncured after 30 days’ written notice. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any continuing or subsequent breach.

1.3 Termination for Insolvency. Either party may terminate this Agreement upon written notice if the other party (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iii) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party’s property, or provide for the liquidation of such party’s property or business affairs.

1.4 Effect of Termination. If this Agreement is terminated or expires, Section 2 (Payment Terms), Section 3 (Warranties; Limitation of Liability, and Indemnity), Section 4 (Confidentiality), Section 5 (Intellectual Property), Section 6 (Compliance with Export Control and Anti-Corruption Laws), Section 7 (General Provisions), and the obligation to pay any unpaid Fee properly due and owed shall nonetheless survive such termination or expiration.

2. Payment Terms.

2.1 Fees and Payments. The Customer agrees to pay the fee or fees (“Fee” or “Fees”) for each provided Service identified in a Service Order. The Customer shall execute a Service Order and if the Service Order does not provide specific payment terms, then the Customer shall pay all Fees due within 30-days of the receipt of PatientLock’s invoice for the Service.

2.2 Fee Terms. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs imposed by any governmental authority on the Service. The Customer may provide tax exemption certificates or direct-pay



letters to PatientLock, if applicable. Unpaid balances may accrue interest at the rate of the lesser of one and one-half percent (1 ½%) per month or the then-highest rate permissible under applicable law, plus the reasonable cost of collection. If any amount owed for Service is 30 or more days overdue and PatientLock has provided written notice of such delinquency, PatientLock may, with 30-days prior notice, suspend the Service until such past due Fees are paid in full.

2.3 Disputed Fees. Before a Fee is past due, the Customer may dispute the amount of an invoiced Fee (“Disputed Fee”) by providing PatientLock with written notification (“Dispute Notice”) of such Disputed Fee amount along with payment of the undisputed portions of the Fee. The Dispute Notice must set forth the reason for such dispute in sufficient detail to allow PatientLock to investigate the Customer’s claims. Following receipt of the Dispute Notice and completion of PatientLock’s investigation (which shall be completed within 20 days), if the matter is unresolved the parties will negotiate in a good faith effort to reach a reasonable compromise amount if the amount is uncertain for the Service provided. If the parties cannot reach an agreement, either party may, as its sole remedy, terminate this Agreement.

2.4 Cancellation Fee. If a Service is terminated by the Customer prior to the expiration of the term of the Service Order, for any reason other than PatientLock’s material breach of the Statements of Work or this Agreement, the Customer agrees to pay a cancellation fee. The cancellation fee will be equal to the average monthly invoice for the Service being terminated during the six months prior to the date of termination. The one-month cancellation fee constitutes liquidated damages and PatientLock’s sole and exclusive remedy and is not a penalty. The cancellation fee is in addition to any Fee accrued and unpaid at the time of termination.

3. Warranties; Limitation of liability; Indemnity.

3.1 General Warranty. Each party represents and warrants to the other party that to the best of its knowledge: (a) the signatory signing this Agreement on its behalf has the right to do so; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licensed to use) all rights in its trademarks or other brands required in order to grant the licenses granted herein if any. PatientLock agrees to perform its obligations under this Agreement in a diligent and businesslike manner and in conformance with all applicable professional standards. Except for the foregoing warranties, and to the fullest extent permissible under applicable law, both parties (and PatientLock on behalf of Hosts and other third party suppliers) disclaim all representations and warranties, expressed or implied, concerning or related to this Agreement, the Statements of Work, or the Service including any express or implied warranty of merchantability or fitness for a particular purpose, title, non-infringement, accuracy, satisfactory quality, or arising from the course of dealing, course of performance, or usage in the trade. Except as provided in the Statements of Work, PatientLock does not warrant, guarantee, or make any representations regarding the use, the results of the use or the benefits of the Service, or any information contained therein or otherwise provided pursuant to this Agreement. PatientLock personnel are not authorized to make any expansion, modification or addition to this limitation or the exclusion of warranties in this Agreement.

3.2 Exclusion of Consequential Damages. In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages, or for any damages for lost profits, loss of use, loss of goodwill, loss of business, or loss of revenue arising out of or in relation to this Agreement or the Service. Neither party shall be liable for any acts or omissions of third parties not under its direct control. PatientLock shall not be liable for any third-party services, code, technology, policies, procedures, or products, outside of PatientLock’s reasonable control. If applicable law does not allow the limitation of liability as set forth above, this limitation will be deemed modified to the extent necessary to comply with applicable law. The foregoing limitation shall not apply to (i) PatientLock’s indemnity obligations hereunder; (ii) a party’s violation of Section 4; and (iii) damages arising from a Party’s gross negligence or willful misconduct.

3.3 Limitation of Liability. In no event shall either party be liable for any damages whatsoever arising out of or related to this Agreement in excess of the amounts PatientLock has been paid hereunder during the twelve-month period immediately preceding the date on which the alleged damages occurred. If applicable law does not allow the agreed-upon limitation of liability as set forth in this Section 3, the limitation will be deemed modified to the extent necessary to comply with applicable law. The foregoing limitations and exclusions will apply regardless of whether the alleged damages arise in contract, tort or otherwise. The foregoing limitation shall not apply to (i) PatientLock’s indemnity obligations hereunder; (ii) a party’s violation of Section 4; and (iii) damages arising from a Party’s gross negligence or willful misconduct.



3.4 Third Party Hosts and Third-Party Consents. The Customer acknowledges and agrees that PatientLock is offering services and products, including those that comprise what is referred to as the “PatientLock Security Bundle,” that include products or services obtained and made available through third parties (“Hosts”). Those services and products (“Host Services”) may require PatientLock and the Customer to satisfy the Hosts’ requirements and standard terms and conditions (“Hosts’ Standard Terms”) as a part of the PatientLock Security Bundle or otherwise. To the extent applicable, PatientLock shall pass through to the Customer available warranties with respect of any Host software, product, or service used in the Service under the Host’s Standard Terms. PatientLock makes no representation or warranty with respect to Hosts’ or any other third party’s software, products, or services provided as part of the Service.

The Customer warrants it has obtained the prior consent of all third parties necessary for PatientLock and the Hosts to collect, use, and disclose the Customer’s electronic data in whatever form in accordance with applicable laws, regulations, and guidelines. The Customer represents it has and shall maintain all appropriate consents, permissions, and licenses (including from all relevant third parties) to enable the performance of the Service.

3.5 Indemnification. PatientLock agrees to indemnify, defend and hold harmless the Customer, its affiliates, and their respective employees, contractors, officers, directors, successors, and assigns against any and all losses, liabilities, damages, costs or other expenses (including attorney’s fees or other court costs) arising out of any claim, demand, suit or proceeding by a third party resulting from or arising out of (i) an allegation that the use of the Service infringes or misappropriates such third party’s intellectual property rights or violates any applicable law; (ii) PatientLock’s breach of Section 4; (iii) relating to death, personal injury or property loss or damage resulting from PatientLock’s or its personnel’s acts or omissions. PatientLock shall have no indemnification obligation with respect to any infringement action to the extent it arises out of: (i) the use of any Service or any part thereof, in combination with software or other products not supplied by PatientLock; (ii) any modification of the Services not performed or expressly authorized by PatientLock; or (iii) the use of any of the Service other than in accordance with this Agreement. If any Service is held to infringe and its use enjoined, PatientLock will, at its option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this Agreement and the applicable Scope of Work, (ii) replace or modify that Service so that it no longer infringes, and/or (iii) reduce the future Fees for the Service the Customer will not receive in the future.

3.6 Indemnification Conditions. In each case, as a condition to the right to receive indemnification for a claim, the indemnified party shall (i) give the indemnifying party prompt notice of the claim; (ii) cooperate with the indemnifying party, at the indemnifying party’s expense, in the defense of the claim; and (iii) give the indemnifying party the right to control the defense and settlement of the claim, provided that settlement of a claim that involves a remedy other than the payment of money by the indemnifying party will be entered into without the consent of the indemnified party.

3.7 Disclaimer. The parties acknowledge and agree that cyberattacks cannot be prevented but the Service, including the “PatientLock Security Bundle,” provides a commercially reasonable approach to address the threats from phishing, malware, ransomware, and similar cybersecurity threats to the security of the Customer’s computer equipment and electronic information and against unauthorized access to or use of such equipment and information. The parties acknowledge even state-of-the-art services and products cannot guarantee continuous, uninterrupted, virus-free or secure services, and PatientLock and the Hosts shall not be held responsible if the Customer or its end users are unable to access the Service at any specific time, unless due to the intentional misconduct or gross negligence of PatientLock. It is also understood and agreed that the Customer’s information, content, and other data may be lost, damaged, or stolen notwithstanding the implementation of the Service; provided that nothing contained herein shall be construed to limit PatientLock’s obligations hereunder, including, without limitation, its obligations under Section 4.

3.8 Service Levels. PatientLock agrees Service is to be provided on a continuous basis without interruption except as otherwise provided in a particular Statement of Work. If a Service is interrupted PatientLock shall take all reasonable and necessary measures to restore the affected Service(s) without delay at no cost to the Customer. If a Service is not timely restored, in the Customer’s sole and absolute discretion, the Customer may immediately terminate this Agreement without affording PatientLock an opportunity to cure and PatientLock shall refund to the Customer any prepaid but unearned fees. PatientLock shall have no further obligation to provide Services upon such notice.



4. Confidentiality; Security.

4.1 Confidential Information. “Confidential Information” means non-public information disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party. PatientLock and the Customer understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies and any other information that the receiving party reasonably should know is confidential all of which is deemed to be Confidential Information. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature, but, in any case no less than a reasonable standard of care.

4.2 Exclusions. Confidential information shall not include; information the receiving party can demonstrate was in the public domain at the time of disclosure hereunder; information which the receiving party can demonstrate was rightfully in the receiving party’s possession prior to the time of its disclosure hereunder; information which the receiving party can demonstrate has subsequently become part of the public knowledge or literature through no fault of the receiving party, but only from such date as the information becomes so available; or information which the receiving party can demonstrate has subsequently been received by the receiving party without obligations of the secrecy from a third party who is free to disclose the information.

4.3 Recipient Obligations. A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party’s obligations and the exercise of the receiving party’s rights under this Agreement, and (ii) during the term of this Agreement and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial, or administrative order or proceeding to compel the disclosure of Confidential Information received under this Agreement, as promptly as the circumstances of such order or proceeding reasonably or legally permit. Nothing herein shall preclude either party from disclosing Confidential Information to any of its directors, employees, consultants, professional advisers, or subcontractors to the extent that such disclosure is reasonably necessary for the purposes of this Agreement or the performance of the Service, provided such directors employees, consultants, professional advisors, and subcontractors are bound by the same duties of confidentiality.

4.4. Security. PatientLock shall implement appropriate and reasonable physical, electronic, administrative and technical safeguards and comply with applicable law and any certifications received by PatientLock with respect to the transmission, collection, access, use and disclosure of Confidential Information (including Customer data) and other security measures and safeguards reasonably designed, at a minimum, to: (A) ensure the security and confidentiality of all Confidential Information; (B) protect against any unauthorized access to or use of Confidential Information; (C) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and PatientLock’s systems; (D) instruct all persons who have access to Confidential Information of the necessity to maintain the confidentiality of the information; (E) ensure the proper, secure, and lawful disposal of Confidential Information within PatientLock’s possession or control in accordance with all laws and regulations applicable to the storage, disposal and retention of data in the nature of the Confidential Information; and (F) implement and maintain appropriate information security measures designed to comply with applicable law.

4.5. Malicious Code. PatientLock shall use its best efforts to ensure the Services furnished to Customer shall not contain any Malicious Code which is defined as (i) any undisclosed program routine, device or other feature or hidden file, including, without limitation, a time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door, that is designed to delete, disable, deactivate, interfere with or otherwise harm any hardware, software, data or other programs of Customer, or (ii) any transmitting or



activating computer program, any communication feature or tool which enables PatientLock to collect information regarding Customer's activities or data (except to the extent that such collection is part of the Service provided hereunder), or any hardware-limiting, software-limiting, or services-limiting function (including, but not limited to, any key, node lock, time-out or other similar functions), whether implemented by electronic or other means, or (iii) any viruses or malware.

5. Intellectual Property.

5.1 Ownership of Intellectual Property in the Service and Deliverables; Reservation of Rights. All right, title and interest in and to all copyrights, trademarks, trade secrets, patents, mask works, and all other intellectual property embodied in the Service and any documentation produced in connection with the Service, including but not limited to written reports, activity logs, non-Customer specific user manuals, training materials and any improvements thereto or goodwill associated therewith are retained by PatientLock or the Hosts. Subject to this Agreement and while it is in effect, the Customer is granted a non-exclusive, nontransferable, right and license to (i) use and access the Service for internal business purposes and (ii) use, display and reproduce such intellectual property for Customer's internal business purposes. PatientLock hereby assigns all right title and interest in and to any copyrights, trademarks, trade secrets, patents, mask works, and all other intellectual property derived from Customer's Data, any item specified as a Deliverable in a Statement of Work, and any documentation produced in connection Customer's data, including but not limited to written reports, user manuals, training materials and any improvements thereto or goodwill associated therewith.

5.2 License to Use the Customer's Data. The Customer grants a limited-term revocable license to host, copy, transmit and display the Customer's electronic data as necessary for PatientLock to provide the Service in accordance with this Agreement and in accordance with applicable law. Subject to the limited license granted herein, PatientLock acquires no right, title or interest from the Customer or its licensors under this Agreement.

5.3 Restrictions. The Customer agrees it shall not (and shall not allow any third party to): (i) except to the extent applicable law expressly gives Customer permission to do so, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Service (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Service (except as expressly and specifically authorized by us in each instance) or (iii) use the Service, including any documentation provided by us, in connection with the development of products or services that compete with the Service.

6. Compliance with Export Control and Anti-Corruption Laws.

6.1 Export Control Laws. To the extent applicable, the Customer acknowledges and agrees that the Service may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. The Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

6.2 Anticorruption Laws. Each party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and agrees to comply with their terms as well as any provisions of local law related thereto.

7. General.

7.1 Arbitration. All controversies and claims arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a mutually agreeable state administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator(s) selected shall be mutually agreeable to the parties.

7.2 Governing Law. This Agreement shall be subject to the laws of the State of Kansas.

7.3 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the cover page of this Agreement or at such other address as the party will specify in writing. Notice will be deemed given upon personal delivery; if



sent by email or fax, upon confirmation of receipt; or if sent by certified and regular U.S. mail, postage prepaid, three (3) days after the date of mailing.

7.4 Assignment. This Agreement may not be assigned, in whole or in part, without either party's prior written consent, which consent will not be unreasonably withheld; except that either party may assign or transfer this Agreement to an affiliate or to a successor in interest in connection with a merger, acquisition, reorganization, or sale of all or a material portion of a Contractor's assets or business operations related to this Agreement. This Agreement and each Statement of Work shall be binding on and endure to the benefit of the parties' respective successors and permitted assigns.

7.5 Force Majeure. The parties acknowledge that the provision of the Service might be affected by factors outside of their control. Neither party will be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, change of law or regulation, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or acts of God. If any force majeure event shall continue for more than 60 days from the date of notice of the force majeure event to the other party, then either party shall be entitled to serve notice to terminate this Agreement without any further liability hereunder.

7.6 Entire Agreement. This Agreement, including any Statement of Work sets forth the entire understanding and fully integrated with respect to the subject matter contained therein, and supersedes all prior agreements with respect to the subject matter herein.

7.7 Counterparts and Precedence. This Agreement and the Service Order may be executed in multiple counterparts, each of which will be deemed to be an original. A facsimile or electronic signature will have the same force and effect as the original signature counterpart. Only a writing signed by both parties may change the terms of this Agreement or any Statement of Work, but the parties acknowledge that electronic signatures and electronic ordering of the Service shall be deemed to be binding on the parties. In the event of any conflict between the terms and conditions of a Statement of Work and this Agreement, the terms and conditions of this Agreement shall control. It shall be permissible, however, for the parties to expressly agree that the provisions of a Statement of Work shall control with respect to a particular Service.

7.8 Severance. If any provision, in whole or in part, of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision, in whole or in part, under this Section shall not affect the validity and enforceability of the remainder of this Agreement.



8. Signatures. The parties have executed this Agreement as of the dates below.

To accept the Agreement, please sign in the space provided.

ACKNOWLEDGED AND ACCEPTED BY THE CUSTOMER:

By _____
Name Title Date

Signature

ACKNOWLEDGED AND ACCEPTED BY PATIENTLOCK:

By _____
Name Title Date

Signature