

Service Subscription Agreement

This Agreement details the terms for any Services performed for You by Practifi (the “Party or Parties”). This is a legal contract between You and Practifi.

This Agreement was last updated on 11 May 2021. It is effective between You and Practifi as of the date of You accepting this Agreement.

Capitalized terms used in this Agreement shall have the meanings given to such terms as defined elsewhere in this Agreement or in the separately executed [Master Subscription Agreement](#).

1. Services

- a. For the purposes of this Agreement, the “Service” or “Services” shall include; configuration, administration, integration of your Practifi Subscription and the development and support of custom features/functions and ingestion of data where required. Allotted time will also be consumed by the scoping, documenting, testing and management of client requests.
- b. Unused time will not be accrued and rolled over for more than 3 months.
- c. Execution of work is subject to scheduling availability. Best efforts will be made to ensure it is done in a timely manner.
- d. These Services are separate and distinct from the Support Services included in your Practifi Subscription.

2. Payment

- a. **Billing**
Practifi will invoice You in line with Your existing Practifi Subscription. This will be in advance on the same interval.
- b. **Disputed Payments**
If Client has a good faith dispute of an invoice, then Client shall pay the undisputed portion of the invoice and provide written notice to Practifi that sets forth the dispute in reasonable detail within the Payment Period.
- c. **Late Payments and Suspension**
If any undisputed amounts invoiced hereunder are more than 30 days past due, then Practifi may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Practifi has given Client 10 days prior notice that the account is overdue and of Practifi’s intent to suspend Services.

3. Ownership Rights

a. Ownership of the Deliverables

For the purposes of this Agreement, the “Deliverables” shall include, without limitation, any and all reports, findings, designs and materials developed and delivered by Practifi as part of the Services under this Agreement, provided that Deliverables shall not be deemed to include Practifi Materials (as defined below) for purposes of ownership as set forth below. Subject to Your full payment for Services, Practifi acknowledges that subject to licenses granted herein, Practifi has no ownership interest in the Deliverables provided to You. You shall own all right, title, and interest in such Deliverables, subject to limitations associated with intellectual property rights of third parties, and Practifi assigns all right, title and interest in Deliverables to You.

b. Practifi Materials

For purposes of this Agreement, “Practifi Materials” shall mean (a) Practifi’s methodology for the provision of services; (b) templates used by Practifi to perform the Services; (c) any of Practifi’s ideas, processes, code, technology, products or materials that were in existence as of the effective date of the Agreement; and (d) any of Practifi’s ideas, processes, know-how, experience, code, technology, products or materials that were learned or developed by Practifi that do not include Client’s Confidential Information from its performance of the Services and that are of general applicability to Practifi’s business. To the extent that Practifi incorporates any Practifi Materials into any Deliverables, then Practifi hereby grants You a nonexclusive, royalty-free, perpetual, worldwide license to make, have made, modify, adapt, modify, copy, distribute, create derivative works and otherwise use such Practifi Materials solely as incorporated in the Deliverables. Practifi hereby retains all worldwide right, title and interest in and to the Practifi Materials. Any rights not expressly granted herein to the Practifi Materials shall be retained by Practifi.

4. Term and Termination

a. Initial Term

The initial term of this Agreement is defined in the Service Subscription Order Form.

b. Renewal

This Agreement will not renew automatically. You will have the opportunity to renew in conjunction with your Practifi Subscription on the same annual schedule. Where the Agreement is renewed, it will be for a minimum 12 month period.

c. **Service Increase**

Where You wish to increase the Service volume, Practifi will require 90 days written notice from the You of any such increase.

d. **Service Reduction**

You are not able to reduce the committed Services volume during the Term of this Agreement. This includes reducing any increases made during the Term of this Agreement.

e. **Termination for Breach**

Either Party may terminate this Agreement in the event of a material breach by the other Party that remains uncured for a period of fifteen (15) days following the breaching Party's receipt of the non-breaching Party's written notice setting forth the breach.

f. **Effects of Termination**

In the event either Party terminates this Agreement for breach pursuant to Section 4.c You shall pay Practifi an amount equal to the sum of the Fees allocable to those Services that have been completed prior to the effective date of termination.

g. **Survival**

The defined terms in this Agreement and the rights and obligations set forth shall survive the termination or expiration of this Agreement.

5. Representations and Warranties

a. **General Representations and Warranties**

Each Party represents and warrants that: (i) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) it is duly licensed, authorized or qualified to do business and is in good standing; and (iii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder.

b. **Performance Warranty**

Practifi represents that the Services will be performed in a professional and workmanlike manner according to those industry standards generally prevailing among providers of similar services under similar circumstances. Practifi further represents that the Services will substantially conform to the specifications set forth during the Term of this Agreement if any. If the Services or any Deliverable fail to conform to any provision of this Section, Client's sole and exclusive remedy for such nonconformance shall be Practifi's correction of the Services or Deliverable to render it conforming.

c. **Software Warranty**

Practifi warrants that for the period of this Agreement and for a period of ninety (90) days thereafter (the “Warranty Period”), the Services performed and delivered will conform in all material respects to the requirements agreed in the course of this Agreement. The preceding warranty will not apply if any modifications are made without Practifi’s design input and written consent.

d. **Disclaimer**

The preceding sections 5.a, 5.b, and 5.c contains the only express warranties provided by each Party concerning the Services, Deliverables, and the Practifi Materials which are all provided ‘as is’. With the exception of warranties represented under section 4.1 of the Master Subscription Agreement, Practifi expressly disclaims all other warranties and representations, express or implied warranties of fitness for a particular purpose, merchantability, or non-infringement.

6. Confidentiality

a. **Confidential Information**

For purposes of this Agreement, Confidential Information shall include (i) the terms of this Agreement and (ii) any other non-public information relating to Your business (“Disclosing Party”) obtained by virtue of this Agreement. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is now or subsequently becomes generally available to the public through no wrongful act of the recipient; (b) the recipient can demonstrate was rightfully in its possession prior to disclosure by the other Party; (c) is independently developed by the recipient without the use of any Confidential Information provided by the other Party; or (d) recipient rightfully obtained or obtains from a third party who had the right to transfer or disclose such information.

b. **Restrictions**

Practifi agree that, during the Term and perpetually thereafter, (i) Practifi will keep all of Disclosing Party’s Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (ii) Practifi will not, directly or indirectly, disclose any Confidential Information to anyone other than the Parties, except with the prior written consent of Disclosing Party; and (iii) recipient will not make use of any Confidential Information for recipient’s own purposes (except as necessary to fulfill the obligations of this Agreement) or for the benefit of anyone other than the Parties. Practifi will keep the Disclosing Party’s Confidential Information with the same degree of care as it treats its own sensitive business information of like kind but in no event less than reasonable care.

Upon termination or expiration of this Agreement, or at any time either You or Practifi shall so request, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control will be totally and permanently destroyed.

c. Permitted Disclosure of Confidential Information

Notwithstanding anything in this Agreement to the contrary, either Party may disclose the Confidential Information of the other Party to its personnel, agents and advisors (including legal and financial advisors) who have a need to know such information in connection with the performance of the Services hereunder and who are obligated by written agreement or ethical obligation to keep such information confidential. Either Party may disclose the Confidential Information if such disclosure is required by law, court order or regulation; provided, however, that such Party will notify the other Party in writing in advance of such disclosure to the extent legally permissible, and will provide the other Party with copies of any related information so that the Party may take appropriate action to protect its Confidential Information. In addition, each Party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations and (ii) on a confidential basis to current or prospective investors or acquirers of such Party.

7. Limitation of Liability

- a. To the maximum extent permitted by law, (i) in no event will either party be liable to the other party for any indirect, special, consequential, punitive or incidental damages, whether based on breach of contract, tort (including negligence), or any other legal theory, even if advised of the possibility of such damages, and (ii) in no event will either party's liability to the other party exceed the fees paid or payable under this Agreement. Any action arising out of, or relating to this Agreement shall be commenced within one (1) year after the claim accrues.

8. Indemnities

- a. Practifi shall indemnify, defend and hold You and Your employees, agents, officers and directors (collectively "Client Indemnitees") harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages"), alleged to have been caused by the performance of Services or the provision of any Deliverable by Practifi under this Agreement resulting in the infringement of any U.S. patent, copyright, trade secret or trademark of any third party (each such claim to be considered an "IP Claim" for the purposes of this Agreement).

- b. Excluded from such indemnification are claims arising from or relating to: (i) Services performed on equipment or software which You falsely covenanted that it had the rights to modify as set forth in this Agreement; (ii) Services performed to Your specification or design; (iii) infringement resulting from or caused by Your misuse or unauthorized modification of any Deliverable; or (iv) Your failure to use corrections or enhancements to the Deliverable provided by Practifi.
- c. Practifi shall also indemnify, defend and hold the Client Indemnitees harmless from and against any third party claims for Damages, resulting from fraud, willful misconduct or negligent acts or omissions of Practifi or its agents in connection with the performance of the Services, except to the extent such Damages result from or are caused by fraud, willful misconduct or negligence of any Client Indemnitee.

9. General Provisions

a. Relationship of the Parties

This Agreement does not create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties, beyond the relationship of independent parties to a commercial contract. Neither Party is, nor will either Party hold itself out to be, vested with any authority to bind the other Party contractually, or to act on behalf of the other Party as a broker, agent, or otherwise.

b. Non-Solicitation

Unless the other Party expressly authorizes in writing in advance, during the Term and for one (1) year thereafter, neither Party will directly solicit any current employee of a Party that comes into direct contact with the other Party in connection with the performance or the use of the Services. Notwithstanding the foregoing, nothing in this section will prohibit either Party from hiring personnel of the other Party who respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such personnel.

c. Waiver

The waiver or failure of either Party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the Parties set forth in this Agreement are in addition to any rights or remedies the Parties may otherwise have at law or equity.

d. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as

possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

e. Assignment

Neither Party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Any assignment in contravention with this Section shall be deemed null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties, their successors and permitted assigns. Merger or change in ownership of a Party will not constitute an assignment for the purposes of this Section 9.5, provided that the successor or merged entity assumes all obligations of the acquired or merged Party under the Agreement.

f. Governing Law and Jurisdiction

This Agreement and the Parties' respective performance hereunder will be governed by the laws of the State of Delaware, without regard to its conflicts of laws rules. Each Party hereby waives any right to object to the jurisdiction of these courts.

g. Notices

Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent and acknowledged by email.

h. Headings

The headings in this Agreement are for convenience of reference only and have no legal effect.

i. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to this subject matter. This Agreement may not be modified or altered except by written instrument duly executed by both Parties.

j. Force Majeure

Except with respect to delays or failures caused by the negligent act or omission of either Party, any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party, including, but not limited to; acts of God, power outages, or failures of the Internet, provided that the Party affected by such event will immediately begin or resume performance

as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor or any other industrial disturbance. If the act or condition beyond a Party's reasonable control that prevents that Party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

k. Third Party Beneficiaries

This Agreement is intended for the sole and exclusive benefit of the signatories, is not intended to benefit any third party, and only the Parties may enforce this Agreement.

l. Contract Ambiguities

Ambiguities, inconsistencies or conflicts in this Agreement will not be strictly construed against either Party, but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the Parties' intentions at the time this Agreement is entered into and common practice in the industry.

m. Counterparts

This Agreement may be executed via electronic signature, each of which will constitute an original.