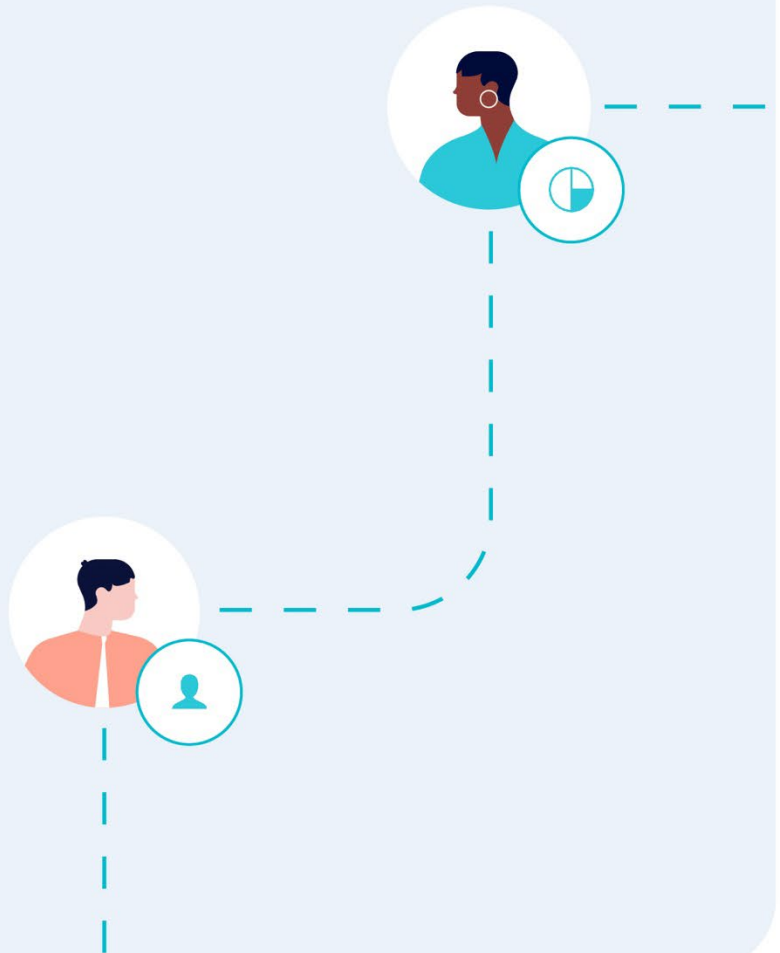


# Professional Services Agreement



## Professional Services Agreement – Practifi

This Agreement details the terms for any Services work performed for You by Practifi. This is a legal contract between You and Practifi.

This Agreement was last updated on 16 January, 2026. 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

#### 1.1 Statements of Work

Practifi will perform the consulting services set forth in separately executed statement(s) of work entered by the Parties (each a "Statement of Work") (the "Services"). Each Statement of Work will specify, as applicable: (i) the Services to be performed; (ii) a description of the Deliverables (as defined below); (iii) the fees for the Services ("Fees"); and, (iv) the reimbursable expenses ("Expenses"), if any.

#### 1.2 Project Fees

Practifi will complete the Services for the fees set forth in the Statement of Work, which may be structured as either (a) a fixed fee for the entire project, or (b) time and materials billing at Practifi's then-current rates. The fee structure will be specified in each Statement of Work. If any scope change occurs, either party may request a Change Order pursuant to Section 1.3.

#### 1.3 Change Order Process

If either Party believes that a change in a Statement of Work (whether in costs or Deliverables) is necessary, then such Party shall submit a written change order to the other Party describing the requested changes (a "Change Order Request"). If Client initiates the Change Order Request, then Practifi will provide Client with a written response describing the effect that the Change Order Request would have on the existing Statement of Work. If the Parties agree to the revisions to the Statement of Work, then they will execute a finalized amendments to the Statement of Work ("Change Order"). A Change Order will not become effective unless and until it is executed by an authorized representative of the Client. Absent the execution of a Change Order, the Parties will proceed to fulfill their obligations under the applicable Statement of Work in accordance with its original terms.



## 2. Payment

### 2.1 Billing

Practifi will invoice Client for the Fees and Expenses in accordance with the payment schedule set forth in the applicable Statement of Work. Client will pay all undisputed amounts set forth in a Practifi invoice within thirty (30) days after the date of the invoice ("Payment Period").

### 2.2 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.

### 2.3 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

### 3.1 Ownership of the Deliverables

For the purposes of this Agreement, the "Deliverables" shall include, without limitation, the deliverables specifically described in each Statement of Work and any and all reports, findings, designs and materials developed 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 Client's full payment for Services provided and Deliverables created under an applicable Statement of Work, Practifi acknowledges that, subject to licenses granted herein, Practifi has no ownership interest in the Deliverables provided to Client. Client 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 Client.

### 3.2 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



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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 Client 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

#### 4.1 Term

This Agreement shall commence on the Effective Date and continue until terminated by either party pursuant to the termination provisions herein (the "Term").

#### 4.2 Termination for Breach

Either Party may terminate this Agreement and/or any Statement(s) of Work 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. For clarity, unless otherwise specified in a Party's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.

#### 4.3 Termination for Convenience

In addition to and without waiving any of its other rights or remedies under this Agreement or at law or equity, Client may terminate this Agreement and/or any Statement of Work, with or without cause, at any time during the Term upon five (5) days prior written notice to Practifi. If Client terminates any Statement of Work prior to its completion pursuant to this Section 4.3, Client shall pay Practifi for (i) all Deliverables completed as of the termination date, and (ii) a pro-rata portion of the fees for any Deliverables in progress based on the percentage of work completed, as reasonably determined by the parties and as set forth in the applicable Statement of Work. For clarity, unless otherwise specified in Client's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.



### 4.4 Effects of Termination

In the event either Party terminates this Agreement for breach pursuant to Section 4.2, or in the event Client terminates this Agreement for convenience pursuant to Section 4.3, Client 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 and all Expenses.

### 4.5 Survival

The following provisions shall survive the termination or expiration of this Agreement: Section 3 (Ownership Rights), Section 6 (Confidentiality), Section 7 (Limitation of Liability), Section 8 (Indemnities), any payment obligations for Services rendered prior to termination, and any other provisions which by their nature are intended to survive termination.

## 5. Representations and Warranties

### 5.1 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.

### 5.2 Services Warranty

Practifi represents and warrants that (i) the Services will be performed in a professional and workmanlike manner in accordance with industry standards generally prevailing among providers of similar services under similar circumstances, and (ii) the Deliverables will conform in all material respects to the specifications set forth in the applicable Statement of Work. This warranty will apply for a period of ninety (90) days following delivery of the applicable Deliverable (the "Warranty Period"). If any Services or Deliverables fail to conform to this warranty during the Warranty Period, Client's sole and exclusive remedy shall be Practifi's re-performance or correction of the non-conforming Services or Deliverables at no additional charge to Client. Any requests for correction outside the Warranty Period will be subject to a new Statement of Work and additional fees.



### 5.3 Disclaimer

The warranty set forth in Section 5.2 is the only express warranty provided by Practifi concerning the Services and Deliverables, which are otherwise provided 'as is'. Except as set forth in Section 5.2 and the warranties in Section 4.1 of the Master Subscription Agreement, Practifi expressly disclaims all other warranties and representations, express or implied, including implied warranties of fitness for a particular purpose, merchantability, or non-infringement.

## 6. Confidentiality

### 6.1 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 the business of the other Party ("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.

### 6.2 Restrictions

Recipient agrees that, during the Term and for three (3) years after the termination or expiration of this Agreement, (i) recipient 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) recipient 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. Recipient 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 Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party's option, will destroy, 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.



### 6.3 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

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 pursuant to the applicable Statements of Work. Any action arising out of, or relating to this Agreement or any Statement of Work hereunder shall be commenced within one (1) year after the claim accrues.

## 8. Indemnities

8.1 Practifi shall indemnify, defend and hold Client and its 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).

8.2 Excluded from such indemnification are claims arising from or relating to: (i) Services performed on equipment or software which Client falsely covenanted that it had the rights to modify as set forth in this Agreement; (ii) Services performed to Client's specification or design; (iii) infringement resulting from or caused



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by Client's misuse or unauthorized modification of any Deliverable; or (iv) Client's failure to use corrections or enhancements to the Deliverable provided by Practifi.

8.3 Practifi shall also indemnify, defend and hold the Client Indemnitees harmless from and against any third party claims for Damages arising from injury to or death of any person and for damages to or destruction of real or tangible personal property, resulting from the 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 the willful misconduct or negligence of any Client Indemnitee.

## 9. General Provisions

### 9.1 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.

### 9.2 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.

### 9.3 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.

### 9.4 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





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

### 9.5 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.

### 9.6 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.

### 9.7 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.

### 9.8 Headings

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

### 9.9 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.



### 9.10 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.

### 9.11 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.

### 9.12 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.

### 9.13 Counterparts

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