



Agreement Summary

The Service

Carecapacity offers a software and consulting service designed to optimize emergency department performance. The basic version requires no EHR integration. EHR integration is an optional service recommended to be considered for purchase after initial deployment. The basic service includes:

- Site configuration
- Provider onboarding and training
- Ongoing software service hosting
- Customer service Support

Price

The introductory price of the service is \$1.5 per patient visit. This a 25% discount off of the standard list price of \$2.00 PPV and will only be offered for a limited time to a select number of locations. This original price will be honored for the lifetime duration of the specific site.

The normal set up fee of \$25,000 is waived for Pilot promotion.

Terms

Payment is on a monthly basis and is to be paid one month in advance of service based upon the prior month's patient volume. Because all patient visits are logged into the system, the system is able to track and archive the previous month's patient visits. An administrator will have access to a reporting dashboard panel.

How Paid

Payment will be made via ACH (Automated Clearing House) by the 5th of each month. The client will supply bank routing and account information.

CAREPACITY SAAS AGREEMENT

(CLIENT NAME)

Contact:
Address:
Phone:
E-Mail:

Services, see Exhibit A for the Patient Assignment and Sorting System or PASSSM which includes:

- Sorting to Appropriate Resources and Teams (STARTSM)
- Team Assignment Generator (TAGSM)
- Communication Hub for Administration and Teamwork (CHATSM)

Services Fees: (payable in advance, subject to the terms of Section 4. See Exhibit A.)

For STARTSM, TAGSM, and CHATSM:

\$X,XXX per month per site for a monthly patient assignment volume of up to 4,000.

Service Capacity: Beyond first 4,000 assignments per site per month, additional rate at \$0.50 charge per month per patient assignment per site

Initial Service Term: One year

Implementation Services: UBQ will implement the Services described in the Statement of Work ("SOW") attached as Exhibit A ("Implementation Services"), and (CLIENT NAME) will pay UBQ the Implementation

Fee in accordance with the terms below.

Implementation Fee (one-time):

Alpha site or 1st site (CLIENT NAME) Setup fees after Pilot: \$X,XXX. Fees waived Discounted

Setup Cost:

2nd Site Setup Fees: \$X,XXX

*Setup fees include all feature sets as currently built as of **March 1st, 20XX** for the pilot site, Zion Medical Center. Additional changes or customizations see Exhibit A.

Optional accelerated onsite setup fee: **\$1,500/day + travel expenses; minimum of two days.

Pilot Use: (1) No fees will apply, except for any Pilot Use Fee specified below; (2) the Services are provided "AS IS" and no warranty obligations of UBQ will apply; and (3) (CLIENT NAME) may terminate this Agreement and all of its rights hereunder by providing UBQ written notice of termination no less than ten (10) days before the end of the Pilot Period, otherwise this Agreement will continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).

Pilot Period: 3 Months starting from _____, 20XX. Pilot Use Fee: Waived for (CLIENT NAME).

SAAS SERVICES AGREEMENT

This SaaS Services Agreement is entered into on this _____ day of _____, 20XX (the "Effective Date") between UBQ Incorporated and (CLIENT NAME). This Agreement includes and incorporates the above Order Form as well as the attached Terms and Conditions and Exhibits, and it contains, among other things, warranty disclaimers, liability limitations, and use limitations.

UBQ Incorporated:

By: UBQ Incorporated Name:

Title: Chief Operating Officer

Signature: Date:

(Client Name):

By: Name: Title:

Signature: Date:

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TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Definitions: Unless the context otherwise requires, the following terms have the following meanings in this Agreement:

"Administrative Rights" means the rights to administer and direct the use of an Administrator account, including the authority to provide, request, issue, administer, and limit the access rights to other User accounts issued to (CLIENT NAME) **Authorized Workforce**.

"Authorized Workforce" means the natural persons who are members of (CLIENT NAME) **Workforce and who have been identified by** (by their legal names and the legal names of their employers) in (CLIENT NAME)'s account as authorized to access the Services on (CLIENT NAME)'s behalf.

2. "Credentials" means any unique identifier, password, token, credential, any combination of the foregoing, or any other means UBQ may use from time to time for authorizing access to the Services.

3. "HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996.

4. "Services" means UBQ's STARTSM, TAGSM, and CHATSM modules described in Exhibit A.

5. "Triage" means the process of prioritizing cases in terms of clinical urgency by a licensed medical professional.

5.1. Terms Not Defined Above: Terms not defined above or in the body of this Agreement (whether or not capitalized) have the definitions given to them in HIPAA.

6. SAAS SERVICES AND SUPPORT

6.1. The Services: Subject to the terms of this Agreement, UBQ will use commercially reasonable efforts to provide Southern California Permanente Medical Group the Services in accordance with the Service Level Terms attached as Exhibit B.

6.2. Registration: During the registration process, (CLIENT NAME) will be asked to identify one or more administrators to whom UBQ will issue Credentials that can be used to access the Services. UBQ may refuse registration of or cancel Credentials it deems inappropriate. Each (CLIENT NAME) administrator will have Administrative Rights and will be able to add additional non-administrative user accounts for (CLIENT NAME)'s Authorized Workforce.

6.3. Technical Support Services: Subject to the terms hereof, UBQ will provide (CLIENT NAME) with reasonable technical support services in accordance with the terms set forth in Exhibit C.

1. RESTRICTIONS AND RESPONSIBILITIES

1.1. Acceptable Use: (CLIENT NAME) may use the Services only in accordance with this Agreement. (CLIENT NAME) represents, covenants, and warrants that (CLIENT NAME) will use the Services in compliance with UBQ's standard published policies then in effect and all applicable laws and regulations.

1.2. Prohibitions: (CLIENT NAME) may not directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms used as part of the Services or as part of any software, documentation, or data related to the Services (the "Software"); may not modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by UBQ or authorized within the Services); and may not use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party.

1.3. Export: Export laws and regulations apply to the Services and the Software, including United States laws and regulations. (CLIENT NAME) will comply with all applicable export laws and regulations, and may not remove, export, or allow access to the Services or the Software in any manner contrary to applicable export laws and regulations.

1.4. UBQ May Prohibit Use Violating this Agreement: UBQ has no obligation to monitor (CLIENT NAME) use of the Services, but UBQ may do so and may prohibit any use of the Services in violation of this Agreement.

1.5. (CLIENT NAME)'s Responsibilities: (CLIENT NAME) is responsible for obtaining and maintaining the equipment and ancillary services needed to connect to, access, or otherwise use the Services, including modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, "Equipment"). (CLIENT NAME) is also responsible for maintaining the security of the Equipment and of (CLIENT NAME)'s account, passwords, and files, and for all uses of (CLIENT NAME)'s account and the Equipment with or without (CLIENT NAME)'s knowledge or consent.

1.6. (CLIENT NAME)'s HIPAA Responsibility: (CLIENT NAME) will implement and maintain administrative, physical, and technical safeguards to prevent inappropriate information from being entered into the

Services. Inappropriate information includes medical record number, personal health information and other personally identifiable information. Those safeguards must comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule as stated in HIPAA, The Health Insurance Portability and Accountability Act of 1996.

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS

2.1. This Agreement: (CLIENT NAME) will keep the existence and terms of this Agreement strictly confidential.

2.2. UBQ Owns the Services: UBQ owns and will retain all right, title, and interest in and to (a) the Services and the Software, including any future improvements, enhancements, or modifications, (b) any software, applications, inventions, or other technology developed in connection with providing the Services, and (c) all intellectual property rights related to any of the foregoing.

2.3. No Third Party Access: Except as required by law, (CLIENT NAME) will not permit any third party (other than persons who also satisfy the definition of Authorized Workforce) to use or access the Services without UBQ's prior written agreement. Nor will (CLIENT NAME) authorize or assist any person or entity to access or attempt to access any portion of the Services by any means other than a commercial browser (such as Internet Explorer, Safari, Mozilla Firefox, or Chrome) or a mobile app that UBQ has authored and provided to (CLIENT NAME). (CLIENT NAME) will promptly notify UBQ of any order or demand for compulsory access to or use of the Services, whether made by a government agency or any other person or entity. (CLIENT NAME) will cooperate fully with UBQ with respect to any such demand. (CLIENT NAME) will also notify UBQ if any person or entity, including a member of (CLIENT NAME)'s Authorized Workforce, (a) attempts to access the Services by any means other than a commercial browser, (b) claims to offer a service or system that "integrates with" the Services, or (c) requests to use Credentials or obtain Credentials in order to access the Services in a manner that would violate this Agreement.

2.4. UBQ Data Analysis: UBQ has the right to collect and analyze data and other information relating to the provision, use, and performance of the Services and related systems and technologies (including, without limitation, information concerning (CLIENT NAME) Data and derivative data). During and after the term of this Agreement, UBQ is entitled (i) to use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes related to the Services and other UBQ offerings, and (ii) to disclose such data solely in aggregate or other de-identified form in furtherance of its business.

3. NON-DISCLOSURE OF EACH OTHER'S PROPRIETARY INFORMATION

3.1. Definitions: As used in this Agreement, "Proprietary Information" includes all confidential business, technical, or financial information that could have commercial value or other utility in a party's business. UBQ's Proprietary Information includes non-public information regarding features, functionality, and performance of the Services. (CLIENT NAME)'s Proprietary Information includes non-public data provided by (CLIENT NAME) to UBQ to enable UBQ to provide (CLIENT NAME) with the

Services (“(CLIENT NAME) Data”). “Disclosing Party” is the party disclosing “Proprietary Information”; “Receiving Party” is the party receiving the disclosure.

3.2.Exclusions: The Receiving Party’s obligations under this section do not extend to information (a) that is publicly known at the time of disclosure or once it later becomes publicly known through no fault of the Receiving Party; (b) that was discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) that was learned by the Receiving Party through legitimate means other than from the Disclosing Party; (d) to the extent the Disclosing Party agrees in advance in writing; or (e) to the extent required by law.

3.3.Receiving Party’s Obligations: Each party agrees: (i) to take all reasonable precautions to protect the confidence of the other party’s Proprietary Information, (ii) not to use the other party’s Proprietary Information except in performance or use of the Services or as otherwise permitted in this Agreement, and (iii) not to divulge the other party’s Proprietary Information to any third person.

3.4.Survival: The nondisclosure provisions of this section will survive the termination of this Agreement and the Receiving Party’s duty to hold Proprietary Information in confidence will remain in effect until the information no longer qualifies as Proprietary Information, or until the Disclosing Party releases the Receiving Party from the nondisclosure duty, or until the passage of five (5) years after disclosure by the Disclosing party, whichever occurs first.

4. PAYMENT OF FEES

4.1.UBQ’s Fees: (CLIENT NAME) will pay UBQ the fees listed in the Order Form for the Services and Implementation Services. If (CLIENT NAME)’s use of the Services exceeds the Service Capacity specified in the Order Form or otherwise requires the payment of additional fees per the terms of this Agreement, (CLIENT NAME) will be billed for that usage and (CLIENT NAME) agrees to pay the additional fees.

4.2.Fee Changes: UBQ may change its fees and institute new fees only at the end of the Initial Service Term or then current renewal term provided UBQ gives (CLIENT NAME) at least thirty (30) days advance written notice (which may be emailed).

4.3.Billing Questions: If (CLIENT NAME) believes UBQ has billed (CLIENT NAME) incorrectly, (CLIENT NAME) must contact UBQ no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to be eligible for an adjustment or credit. (CLIENT NAME) must direct inquiries concerning UBQ’s billings to UBQ’s customer support department.

4.4.Invoicing and Finance Charges: UBQ may choose to bill by invoice, in which case full payment must be received by UBQ within thirty (30) days after the mailing or emailing of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on the outstanding balance or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Services.

4.5.Taxes: (CLIENT NAME) is responsible for all sales or other taxes associated with the Services not including UBQ’s own income taxes.

5. TERM AND TERMINATION

5.1. Initial Service Term: Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form.

5.2. Automatic Renewal: This Agreement will be automatically renewed for additional periods of the same duration as the Initial Service Term unless either party requests termination by written notice given at least thirty (30) days before the end of the then-current term.

5.3. Termination Based on Breach: In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement.

5.4. Obligations upon Termination: (CLIENT NAME) will pay in full for the Services up to and including the last day on which the Services are provided. UBQ will make all (CLIENT NAME) Data available to (CLIENT NAME) for electronic retrieval for a period of thirty (30) days after termination; thereafter, UBQ may, but is not obligated to, delete stored (CLIENT NAME) Data.

5.5. Survival: All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, non-disclosure obligations, indemnity obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1. The Services Are Not Medical Care: The Services provide (CLIENT NAME) with suggested sorting algorithms to optimize resources. The TAG module assigns patients to teams per rules defined by (CLIENT NAME). (CLIENT NAME) acknowledges that the Services do not constitute licensed professional clinical decision-making, diagnosis, or treatment, nor do the Services substitute for the professional judgment of (CLIENT NAME)'s physicians or its supporting staff or for Triage. UBQ disclaims any responsibility for delay of care and any associated adverse consequences due to the Services.

6.2. Errors and Interruptions: UBQ will use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and in its performance of the Implementation Services. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by UBQ or by third party providers, or because of other causes beyond UBQ's reasonable control, but UBQ will use reasonable efforts to provide advance written notice of any scheduled service disruption.

6.3. No Warranty by UBQ: UBQ CANNOT AND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NOR DOES UBQ MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND UBQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

7. INDEMNITY BY UBQ

UBQ will hold (CLIENT NAME) harmless from liability to third parties resulting from infringement by the Services of any United States patent or copyright or misappropriation of any trade secret, provided UBQ is promptly notified of any threat, claim, or proceeding alleging an infringement or misappropriation and is given reasonable assistance and the opportunity to assume sole control over defense and settlement. UBQ will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by UBQ, (ii) made in whole or in part in accordance with (CLIENT NAME) specifications, (iii) that are modified after delivery by UBQ, (iv) combined with other products, processes, or materials where the alleged infringement or misappropriation relates to the combination, (v) where (CLIENT NAME) continues allegedly infringing or misappropriating activity after being notified of it or after being informed of modifications that would avoid the alleged infringement or misappropriation, or (vi) where (CLIENT NAME)'s use of the Services is not strictly in accordance with this Agreement. If the Services are held by a court of competent jurisdiction to be or are believed by UBQ to be infringing or misappropriating, UBQ may, at its option and expense, (a) replace or modify the Services to be non-infringing or non-misappropriating provided that the modification or replacement contains substantially similar features and functionality, (b) obtain for (CLIENT NAME) a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and (CLIENT NAME)'s rights hereunder and provide (CLIENT NAME) a refund of any prepaid, unused fees for the Services.

8. INDEMNITY BY (CLIENT NAME)

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (CLIENT NAME) WILL DEFEND, INDEMNIFY, AND HOLD UBQ AND ITS OFFICERS, OWNERS, AND EMPLOYEES HARMLESS AGAINST ANY DAMAGES, LOSSES, LIABILITIES, SETTLEMENTS, AND EXPENSES (INCLUDING COSTS, EXPERT WITNESS EXPENSES, AND ATTORNEY FEES) RESULTING FROM ANY CLAIM OR ACTION THAT ARISES FROM (CLIENT NAME)'S USE OF THE SERVICES OR ITS BREACH OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM AGAINST UBQ MADE BY A (CLIENT NAME) PATIENT OR A PARTY RELATED TO A (CLIENT NAME) PATIENT.

9. LIMITATION OF UBQ'S LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF UBQ AND ITS OFFICERS, OWNERS, AND EMPLOYEES FOR ALL CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT (CLIENT NAME) PAID TO UBQ DURING THE TWELVE (12) MONTHS BEFORE THE ACT GIVING RISE TO THE LIABILITY. SUBJECT TO APPLICABLE LAW, UBQ AND ITS OFFICERS, OWNERS, AND EMPLOYEES ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET UBQ'S SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF UBQ AND ITS OFFICERS, OWNERS, AND EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF UBQ AND ITS OFFICERS, OWNERS, AND EMPLOYEES AND (CLIENT NAME)'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES.

10. DISPUTE RESOLUTION

10.1.Mediation: To promote the prompt and amicable resolution of any dispute that may arise between UBQ and (CLIENT NAME) pertaining to this Agreement, the parties will attempt to resolve the dispute via a prompt mediation for up to one full day before commencement of any lawsuit or arbitration concerning the dispute. The mediation will be held before a qualified neutral affiliated with JAMS in Sacramento, California, or such other mediation provider or mediator as the parties may agree at the time. The parties will share the mediation fees equally. Notwithstanding the requirement for mediation, nothing in this agreement will prevent either UBQ or (CLIENT NAME) from seeking injunctive or other provisional relief to prevent irreparable harm pending the completion of mediation.

10.2.Arbitration: Any dispute, claim, or controversy arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation, or validity, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Sacramento, California, before one arbitrator. The arbitration will be administered by JAMS or such other arbitration provider or arbitrator as the parties may agree at the time. If JAMS administers the arbitration, the arbitration will be conducted under JAMS' Streamlined Arbitration Rules and Procedures. The award of the arbitrator will be final and binding on the parties. Judgment on the award may be entered in either the Sacramento California Superior Court or the United States District Court located in Sacramento. Notwithstanding the requirement for arbitration, nothing in this agreement will prevent either UBQ or (CLIENT NAME) from seeking injunctive or other provisional relief to prevent irreparable harm pending the completion of arbitration.

10.3.Award of Arbitration Attorney Fees and Costs: In any arbitration under this Agreement, the prevailing party, if any, will be awarded costs, expert witness expenses, and reasonable attorneys fees. If the arbitrator determines that a party is the prevailing party where the prevailing party won on some but not all the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of its costs, expert witness expenses, and reasonable attorney fees.

10.4.Jurisdiction and Venue: Any action at law or in equity arising out of this Agreement will be filed only in the Sacramento California Superior Court or the United States District Court located in Sacramento. UBQ and (CLIENT NAME) consent to the jurisdiction of those courts, and waive any jurisdictional or venue defenses that might otherwise be available

10.5.Attorneys' Fees: In any court action or proceeding to enforce rights under this Agreement

the prevailing party will be entitled to recover costs, expert witness expenses, and reasonable attorney fees.

11.GENERAL PROVISIONS

11.1.Severability: If any provision of this Agreement is held to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2.Waiver: A party's failure to exercise any right under this Agreement will not waive any of that party's previous or subsequent rights under this Agreement.

11.3.Assignability: This Agreement is not assignable, transferable, or licensable by either party except with the other party's prior written consent, which may be given or withheld in that party's sole discretion.

11.4.Entire Agreement: This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement.

11.5.Modification Must Be In Writing: Any waiver or modification of this Agreement must be in a writing signed by both parties.

11.6.Relationship Of Parties: No agency, partnership, joint venture, or employment is created as a result of this Agreement and (CLIENT NAME) does not have any authority of any kind to bind UBQ in any respect whatsoever. UBQ is an independent contractor.

11.7.Notices: All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by a recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

11.8.Governing Law: This Agreement is governed by the laws of the State of California, excluding any rule that would apply the law of another jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement.

11.9.Force Majeure: Neither UBQ nor (CLIENT NAME) will be responsible for failure or delay of performance if it is caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. If such an event continues for more than thirty (30) days, either party may cancel unperformed services upon written notice.

11.10.Press Release and Reference: The parties will work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and (CLIENT NAME) otherwise agrees to reasonably cooperate with UBQ to serve as a reference account upon request.

11.11.Counterparts: The Parties may execute this Agreement in one or more counterparts. Each counterpart will be deemed an original, but all counterparts will constitute a single instrument. Any facsimile copy, electronic copy, or reproduction of a signed counterpart original will be as fully effective and binding as the signed original counterpart. Electronic signatures, including DocuSign® signatures, will be as fully effective and binding as blue ink originals would be.

[END OF TERMS AND CONDITIONS; EXHIBITS FOLLOW]

EXHIBIT A

Statement of Work

Patient Assignment and Sorting System or PASSSM includes the following components (algorithm and services will include all the features already built as of Dec 1, 2016 for the pilot site, Zion Medical Center):

- **Sorting to Appropriate Resources and Teams (STARTSM):** STARTSM uses the patient's chief complaint, mode of arrival, and age to assist the up-front provider who has the first contact with patients to sort patients to appropriate resources and team locations. Planned optional upgrades, including EMR integration and resource prediction using machine learning algorithms, will incur additional costs.
- **Team Assignment Generator (TAGSM):** TAGSM uses a predefined algorithm to assign patients to teams. Different levels of access will be provided, including administrative accounts and other role-based user accounts.
- **Communication Hub for Administration and Teamwork (CHATSM):** CHATSM includes push notifications of assigned patients and group messaging for administrative functions such as activating back-up calls or broadcasting team related messages.

Training and Documentation:

- UBQ will provide on-site training is available at an additional cost.
- UBQ will provide an online manual

Cost of customization per site (per prior approval by (CLIENT NAME)'s process improvement lead):

1. Adding a shift: All shifts are free with initial setup. Subsequently, \$200 per shift per site.
2. Changing shift time parameters (e.g. loading time, protected time): \$50 per change per shift.
 1. Changing loading behavior (i.e. flow priority, assignment algorithm): \$150 per behavior, per shift, per site.
 2. Complex customizations: to be determined on a per request basis.
 - a. May require ongoing maintenance fees depending on the request.
 3. Plug-ins and Third-party customization development (e.g. integration with scheduling software, payroll, EMR): fees to be determined on a per request basis.
 - a. May require ongoing maintenance fees depending on the request.

EXHIBIT B

Service Level Terms

The Services will be available 99.9%, measured monthly, excluding scheduled maintenance.

If (CLIENT NAME) requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by the maintenance. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond UBQ's control will also be excluded from the service level calculation.

UBQ will credit (CLIENT NAME) 5% of the Service fees for each period of 120 or more consecutive minutes of downtime up to a maximum of one such credit per day. Downtime will begin to accrue as soon as (CLIENT NAME) recognizes that downtime is taking place, and continues until the availability of the Services is restored. To receive downtime credit, (CLIENT NAME) must notify UBQ in writing within 24 hours of when (CLIENT NAME) recognizes that downtime is taking place, and failure to provide that notice will forfeit the right to receive downtime credit. Downtime credits may not be redeemed for cash and will not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month. UBQ will only apply a credit to the month in which the incident occurred.

If UBQ blocks data communications or other Services in accordance with its policies, that will not be deemed a failure of UBQ to provide adequate service levels under this Agreement.