Credentialing Service Master Terms

These Credentialing Service Master Terms, and its schedules, addenda, exhibits, Order Form(s), Statement of Work(s), and applicable Solution Terms collectively the "Agreement," are effective on the date the Order Form is signed by both parties ("Agreement Effective Date") and is between symplr software LLC f/k/a Vendor Credentialing Service LLC, a Texas limited liability company ("symplr"), and the entity identified on the Order Form ("Customer") for itself and on behalf of its Affiliates. symplr and Customer may be individually referred to as a "Party" and collectively as the "Parties." Capitalized terms are defined herein. Any terms and conditions provided by Customer on a purchase order or other document not expressly incorporated into the Agreement shall not be valid. In the event of a conflict with the terms of this Agreement, the following order of precedence shall apply (terms and conditions listed earlier shall control over terms and conditions listed later): (i) any Business Associate Agreement, (ii) the MSLA including any riders, addendum, schedule or exhibits added to this MSLA, (iii) applicable Solution Terms (available at https://symplr.com/terms), (iv) Order Forms, then (v) SOW(s).

CUSTOMER AGREES THAT THE AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. BY EXECUTING THE ORDER FORM OR USING SYMPLR SOFTWARE, CUSTOMER AGREES TO BE BOUND BY THE AGREEMENT AND ACCEPTS ALL OF THE PROVISIONS OF ITS TERMS. THE AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS OR USES SYMPLR SOFTWARE ON BEHALF OF THEMSELVES OR THE USER.

1. Engagement of symplr and Obligations of the Parties

1.1 Authority and Control. Customer hereby retains symplr as Customer's provider of the Services (as hereinafter defined). At all times after the Effective Date, however, Customer will exercise ultimate authority and control over the policies, assets, and operations of Customer's medical practice and will retain ultimate authority and responsibility regarding the powers, duties, and responsibilities vested in Customer by law and regulation. Customer understands and agrees that symplr does not practice medicine or provide medical services and, thus, can have no control over Customer's provision of medical services. Further, Customer acknowledges and agrees that symplr does not render legal advice or offer legal assistance, and no product, service, information or materials provided to Customer or any Customer affiliate hereunder shall be construed or relied upon as the provision of legal advice or assistance. Customer represents and warrants that it has obtained the right to provide Customer's data to symplr sufficient to authorize symplr to use and disclose such data as contemplated by this Agreement.

1.2 Responsibilities of symplr. symplr will perform only the Services described in the Order Form and in the SOW (and no others) and will perform those Services in accordance with all applicable laws, rules, regulations, and guidelines of applicable governmental agencies. Customer agrees that symplr may subcontract with other persons or entities, including persons or entities affiliated with symplr, on Customer's behalf for any of the Services, and symplr may disclose any term hereof to such subcontractor. Specifically, and subject to the prices reflected herein, the provider data management services that symplr will provide to Customer are as follows and are set forth in the SOW (check all that apply) collectively, ("Services")

1.2a Provider Data Management Services. symplr will:

1. Provide the Services set forth in the Order Form and in the SOW;

2. For enrollment services, if any, prepare initial enrollment or re-credentialing applications for the third-party payors of healthcare benefits ("Payors") or Hospitals that Customer designates; and

3. Transmit completed enrollment applications to such Payors or Hospitals and monitor the application approval process, if requested by Customer. In the event a Payor denies a provider's participation at any time and for any reason or if Customer stops enrollment for any reason, Customer will compensate symplr for its efforts with respect to such Payor.

1.2b Consulting Services. For any services not specified above that are requested by Customer, Customer agrees to pay symplr for the hourly consulting fee listed herein. Customer will be notified prior to the execution of services that a charge would fall under Consulting Services and Customer must approve such services.

1.2c Cooperation Required. Customer shall provide complete, accurate, and current provider Information to symplr within the time frames specified by symplr, and Customer agrees that symplr may use the provider information submitted to symplr to prepare requested applications for Payors or Hospitals. symplr will not be liable to Customer for any loss, cost, or expense of whatsoever nature arising out of Customer's breach of the foregoing covenants or Customer's failure to provide any provider Information to symplr on a timely basis or upon symplr's request.

1.3 Responsibilities of Customer. For the Initial Term of this Agreement and any applicable Renewal Term, Customer may use for its internal business purposes only in accordance with this Agreement any items that symplr or any of its Affiliates makes available to or delivers to Customer or any of its affiliates in connection with any Service and this Agreement, and all output of any Service (including all tools, know-how, methodologies, processes, technologies, software, documentation, systems, modules, code (both source and object) if any, algorithms, development platforms and other materials created or resulting from any Services) and Documentation (collectively, "symplr Materials"). Except as expressly permitted in this Agreement, Customer shall not, and shall not permit Customer affiliates, or any third-parties to: (a) transfer or use the symplr Materials outside of the United States; (b) lease, rent, loan, license, sublicense, provide service bureau, time sharing, outsourcing, data processing, or other services, or commercialize, or otherwise

permit the use of or access to any symplr Materials, by or for the benefit of any third-parties; (c) assign, sell, pledge, charge, encumber, transfer, or otherwise dispose of any symplr Materials or the rights granted hereunder to any third-party, whether voluntarily, by operation of law, or otherwise; (d) remove or destroy, or permit others to remove or destroy, any proprietary markings of symplr, its affiliates, or other parties or legends that may appear on any components of any symplr Materials; (e) use any symplr Materials for any unlawful or fraudulent purpose or in any manner that competes with symplr's business or that is outside the scope of this Agreement; (f) copy, translate, decompile, disassemble, or reverse engineer any symplr Materials or attempt to obtain the source code of any symplr Materials; (g) create or use any modifications, adaptations, derivations, revisions, enhancements or improvements to or based on any Service or symplr Materials ("Derivative Works"); (h) use the symplr Materials for storage or processing of personal information or Protected Health Information (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended) except to the extent permitted by the Documentation; (i) provide symplr Materials passwords or other symplr Materials log-in information to any third-party; (j) engage in web scraping or data scraping on or related to any symplr Materials, including without limitation, collection of information through any software that simulates human activity or any bot or web crawler; or (k) attempt to gain unauthorized access to the symplr Materials or symplr's systems or networks.

2. Compensation of symplr

2.1 Fees and Reimbursable Costs. Customer agrees to reimburse symplr all costs incurred in connection with the Services. Reimbursable costs include, but are not limited to, all costs associated with travel, subcontractors' fees, materials, computer costs, telephone, photocopies, and delivery expenses that are attributable to the Services provided hereunder ("Reimbursable Costs"). Travel costs shall include, without limitation, air travel, lodging, meals and incidentals, and ground transportation. All extraordinary travel expenses must receive Customer's approval. symplr will provide Customer with substantiation of all Reimbursable Costs incurred. Group charges apply to the setup and enrollment of one legal entity, and all initial practice locations requested at the time of setup. Additional charges will be incurred if there is a change to the legal entity or if, during the first year, demographic information such as practice location additions, changes, or deletions are required after the provider's application information has been submitted to a Payor or Hospital. This applies to the individual and group enrollment events. Commencing twelve (12) months after this Order Form Effective Date, recurring Fees may increase on an annual basis in an amount equal to the published percentage increase in the Consumer Price Index – All Urban Consumers (Current Series) for the immediately preceding twelve (12) month period (provided that such increase is greater than zero percent (0%)), plus five percent (5%). All amounts due under this Agreement shall be paid in United States Dollars.

2.2 Invoicing. symplr will invoice the annual fee upon signature. symplr will provide monthly invoices to Customer for the Fees plus any Reimbursable Costs that symplr incurred during the immediately prior invoice period. Payment of each invoice will be due upon receipt and will be past due 30 calendar days after the date of such invoice. A finance charge of the greater of 1.5% per month on the unpaid amount of an invoice and the maximum amount allowed by law will be charged on past-due accounts. Payments by Customer will thereafter be applied first to accrued interest and then to the unpaid principal balance. Customer agrees to pay any attorney fees, court costs, or other costs incurred in collection of delinquent accounts. If payment of invoices is not current, symplr may suspend performing further Services on Customer's behalf. Customer will be billed upon initiation of enrollment activity/onboarding of a new provider, the first month of the contract, and is due and payable net 30 days from that date. All third-party fees (such as AMA, NPDB, Certifacts and others) will be invoiced to Customer at the standard cost for obtaining the required information. The fees under this Agreement do not include federal, state or local sales, use, property, excise, services, or other taxes levied in connection with this Agreement or Services. Customer shall remit such taxes directly to the applicable taxing authorities. Any amounts paid or payable by symplr in respect of any such taxes or the fees invoiced in accordance with this Agreement (excluding taxes on symplr's income) shall be included on invoices and paid by Customer to symplr.

3. Performance of Services

3.1 Modification to Services. Customer may, with symplr's prior written approval, provide written revisions to the general scope of any Services. Such changes may be for additional services or to modify the manner in which symplr provides the Services to Customer. If any such modification results in additional costs or expenses to symplr, symplr will add those costs and expenses to the Fees.

3.2 Standard of Care. symplr warrants that its Services will be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any Services performed. symplr will provide the services "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). symplr's liability, including but not limited to client's claims of contribution and indemnification related to third party claims arising out of services rendered by contractor, and for any loss, injury, or damage to persons or properties or work performed, arising out of, or in connection with this Agreement and for any other claim shall be limited to the amount paid by Customer for the particular Services purchased. symplr and its affiliates will not be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages (including damages for loss of business, loss of profits, business interruption, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. Customer agrees to limit symplr's liability to Customer and to any third

party for any damage arising from any error, omission, or negligence to a sum not to exceed the payment received by symplr for the particular Service giving rise to the claim, and Customer agrees that it will not allege that the limitations specified in this section 3.2 fail of their essential purposes. The limitations of damages set forth above are fundamental elements of the basis of the bargain between symplr and Customer. The Services would not be provided to Customer without such limitations. The limitation of liability set forth herein is for any and all matters for which symplr may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise. Some state statutes regarding limitation of liability may apply. This section 3.2 sets forth the only warranties provided by symplr concerning the Services and related work product, if any.

3.3 Survival. Articles II, III, IV, and VI shall survive the expiration or termination of this Agreement for any reason.

4. Indemnification

4.1   Customer's Indemnification of symplr. Customer hereby agrees to indemnify and hold harmless symplr, and each of its officers, directors, shareholders, agents, and employees from and against any and all claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the costs of defending such claims, losses, liabilities, and demands, including, without limitation, reasonable attorneys' and accountants' fees, arising in connection with any acts or omissions by Customer or any of its agents, affiliates, or employees in connection with this Agreement.

4.2   symplr's Indemnification of Customer. symplr hereby agrees to indemnify and hold harmless Customer and each of its agents and employees from and against any and all claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the costs of defending such claims, losses, liabilities, and demands, including, without limitation, reasonable attorneys' and accountants' fees, arising in connection with any acts or omissions by symplr or any of its agents, affiliates, or employees in connection with this Agreement.

5. Term and Termination

5.1   Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue for three (3) years ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year renewal terms (each a "Renewal Term") unless either Party delivers written notice of termination to the other Party at least ninety (90) days prior to the end of the Initial Term or then current Renewal Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term".

5.2   Default. If either party breaches any provision of this Agreement and fails to cure the breach after thirty (30) days written notice from the other party, the non-defaulting party may terminate this Agreement immediately on written notice to the other party.

5.3   Termination Due to Legislative or Administrative Change. If any law, rule, or regulation exists as of the Effective Date or is adopted or amended thereafter that prohibits arrangements similar to those specified herein, the parties shall renegotiate this Agreement in a manner to comply with such change within 90 days of the occurrence of such change. If the parties cannot reach an agreement within that 90-day period, this Agreement will terminate at the end of such period.

5.4   Access to Records and Documents. During the retention period as required by applicable law ("Retention Period"), each party will grant the other party, its affiliates, and their respective representatives ("Requesting Party"), at the Requesting Party's request, access to and the right to make such copies, at the Requesting Party's sole cost and expense, of any medical record, patient chart or file, or financial information created during the term hereof as may be necessary in connection with the Services provided and affairs of the Requesting Party or its affiliates after the termination date. If during such Retention Period the non-Requesting Party elects to dispose of any of such records, charts, files, or information, such party agrees first to give the Requesting Party 60 days' written notice, during which period the Requesting Party will have the right to obtain such records, charts, files, or information without any consideration owing to the non-Requesting Party.

6. Confidentiality and Property Rights

6.1   Confidentiality of Customer's Records and symplr's Information. symplr will use commercially reasonable efforts to maintain the confidentiality of all patient medical records, all statistical, financial, confidential, and personal data contained thereon, and any coding information related thereto in compliance with applicable law to the extent such information and materials are disclosed to symplr. Similarly, Customer agrees to use commercially reasonable efforts to maintain the confidentiality of the substance or identity of symplr's proprietary and confidential products, information, items, and materials.

6.2   Compilation of Customer's Data. Notwithstanding the provisions of Section 6.1 above, Customer agrees that symplr may, by removing, encoding, encrypting, or otherwise concealing the personal identifiers of Customer, its personnel, and its patients, remove all identification from Customer's confidential and proprietary information, including, without limitation, Customer's business and financial records, patient medical and demographic data, utilization data, quality assurance data, outcomes data, and other data reflecting the experience, condition, and activities of Customer and its patients. Customer also agrees that symplr may incorporate Customer's confidential and proprietary information in non-identifiable form into aggregations or compilations of technical, medical, and business information, including, without limitation, statistical databases, data on Payor billing rules, outcomes data, protocols and guidelines, financial analyses, and generalized medical information (collectively, "Compiled Information"). Customer

understands that all non-identifiable information, after incorporation by symplr into Compiled Information, will belong exclusively to symplr and will no longer be subject to the restrictions of Section 6.1, and symplr may make changes to, develop, retain, use, transmit, disclose, and dispose of such Compiled Information for any lawful purpose; provided, however, that any disclosure by symplr of Compiled Information will not identify Customer, any Customer personnel, or any patient by name or other individual identifier. symplr agrees not to disclose any "key" or other device to enable coded, encrypted, or concealed identifying information to be disclosed or re-identified unless required by law.

6.3   Proprietary Rights. symplr Materials are and shall remain the exclusive property of symplr. Except for the rights expressly granted to Customer hereunder, symplr hereby retains all right, title and interest in, to, and under the symplr Materials. symplr reserves all rights to the symplr Materials not specifically granted herein. Customer hereby assigns to symplr all right, title, and interest in and to any Derivative Works created by or on behalf of Customer or any Customer affiliate. Customer agrees that any feedback, suggestions, recommendations, and other similar comments pertaining to the Services, or symplr Materials, provided by Customer or any Customer Affiliate ("Feedback") is the property of symplr, and symplr may use Feedback and any know-how, experience, or skills that it generates for any purpose.

7. Books, Records, and Compliance

7.1 Access to Records. To the extent applicable, pursuant to the requirements of 42 C.F.R. § 420.300 et seq., Customer agrees to make available to the Secretary of HHS, the Comptroller General of the Government Accounting Office, or their authorized representatives all contracts, books, documents, and records relating to the nature and extent of costs hereunder for a period of four years after the furnishing of Services hereunder for any and all Services furnished under this Agreement. Neither party shall be deemed to have waived any attorney-client, accountant-client or other legal privilege by virtue of this provision. symplr's rights under this Section 7.1 shall survive for a period of four years after termination or expiration of this Agreement.

7.2   Program Exclusion. Customer represents and warrants to symplr that Customer (i) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) ("Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Customer's being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Customer agrees immediately to notify symplr of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give symplr the right to terminate this Agreement immediately for cause.

7.3   Regulatory Compliance. In obtaining, transmitting, and maintaining individually identifying patient information on behalf of Customer, symplr agrees to comply with all requirements and final regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), when such regulations become effective, to the same extent as Customer would be required to comply with HIPAA and its regulations. In addition, Customer understands and agrees that Customer, and not symplr, will be responsible for Customer's compliance with the provisions of all applicable state and federal statutes, regulations, laws, and promulgations with respect to Customer's operations, including, without limitation, OIG's Compliance Program Guidance for Individual and Small Group Physician Practices.

8.Miscellaneous

8.1   Governing Law and Venue; Limitation on Time to Bring Suit. This Agreement shall be governed by the laws of the State of Texas. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement shall be in any state or Federal court located in Harris County, Houston, Texas. Any suit, cause of action, claim or demand which either party has against the other party for any reason arising under or relating to this Agreement must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party.

8.2   No Requirement to Refer. No provision of this Agreement is intended to require Customer or any of its providers to utilize the Services or otherwise direct patients of Customer to facilities owned or operated by symplr or its affiliates or as an inducement to Customer or any of its providers to make any such referral.

8.3   Access to Books and Records of Subcontractor. symplr and Customer shall perform the obligations as may from time to time be specified for subcontractors in 42 C.F.R. § 420.304.

8.4   Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

8.5   Assignment. Neither party may assign this Agreement without the prior written consent of the other; provided, however, that symplr may assign this Agreement to one of its affiliates or to any successor-in-interest in a merger or sale transaction.

8.6   Entire Agreement/Amendment. This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties hereto respecting the subject matter hereof. All prior representations or agreements, whether written or verbal,

are superseded hereby. No changes or additions to this Agreement shall be recognized unless made in writing and signed by both parties. In the event of a conflict between this Agreement and a statement of work, this Agreement shall prevail.

8.7 **Non-solicitation of Employees.** During the term of this Agreement and for one year after termination or expiration hereof, Customer agrees not to solicit the employment of, or employ, any of symplr's personnel, without symplr's prior written consent.

8.8 **Force Majeure.** symplr will not be responsible for delays or failures (including any delay by symplr in providing any of the Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, hurricanes, tornadoes, epidemics, pandemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties.

8.9 **Approvals.** Neither this Agreement nor any amendment or modification hereto will be effective or legally binding upon symplr, or any officer, director, employee, or agent thereof, unless and until it has been reviewed and approved in writing by a Senior Vice President of symplr and by symplr's legal counsel.

8.10 **Waiver and Cumulative Remedies; Severability.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement. The remedies provided herein are in addition to, and not exclusive of, any other remedies a party may have at law or in equity. In the event one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall to the extent of such illegality or unenforceability be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

8.11 **Notices.**

Notices hereunder must be in writing and given by certified, registered or overnight mail, postage prepaid and return receipt requested, to the receiving Party at the following address (or such other address as a Party may designate to the other Party in a notice given in accordance with this section):

symplr:	Customer:
315 Capitol Street, Suite 100 Houston, Texas 77002	Address set forth in initial Order Form unless otherwise designated in writing by Customer
Attn: Chief Financial Officer	Attn: Chief Information Officer
With copy to: legal@symplr.com	