

**Safr Technologies, Inc.**  
**31 Hudson Yards**  
**11<sup>th</sup> Floor**  
**New York, NY 10001**

**Master Service Agreement**

Effective Date: __ _____, 202__	Initial Term: 3 months, thereafter monthly
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This Master Services Agreement is entered by Safr Technologies, Inc. a Delaware corporation ("**COMPANY**") and \_\_\_\_\_ ("**CUSTOMER**") as of the Effective Date indicated above. Online acceptance of these terms constitutes valid signature. This Master Service Agreement consists of this General Information Sheet, the General Terms and Conditions attached hereto, and the Exhibits attached hereto (collectively the "**Agreement**"). Each Company and Customer is sometimes referred to as a party; and both Company and Customer are sometimes referred to as the parties.

- Exhibit A – Software Applications and Hosting Services: [Safr Care®]
- Exhibit B – Set-Up, Deployment, and Implementation Services
- Exhibit C – Support Services
- Exhibit D – Service Fees
- Exhibit E – User Warranties and Indemnities
- Exhibit F – Business Associates Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all agreements, whether oral or written, between the parties hereto, with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only in writing and signed by an authorized representative of each party. If there is any conflict between any language in any Exhibit and the language in the General Terms and Conditions to this Agreement, the language in the General Terms and Conditions shall control.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement and all Exhibits hereto, as of the effective date above.

**Safr Technologies, Inc.**

By (signature):

**Customer**

By (signature):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

## GENERAL TERMS AND CONDITIONS

### 1. Laws Governing Health Information.

Customer is subject to laws governing confidentiality of health information and is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which creates specific obligations upon the Customer with respect to protected health information. Because this Agreement provides for services involving protected patient and/or health information, Customer acknowledges and agrees that this Agreement may be terminated at Companies convenience, if any regulations adopted by the Department of Health and Human Services ("HHS") or if any other new Federal or state laws or regulations are enacted or promulgated which require, in Company's sole discretion, changes to the Agreement, the Services to be provided by Safr Technologies, Inc. or the Safr Care System. In the event of any such termination of this Agreement, Company intends to adopt a new form of master service agreement incorporating any new requirements, and such requirements may result in changes in the service fees and/or other terms and conditions. Customer (assuming it had not been in breach of this Agreement) will be offered the new form of Company master service agreement.

### 2. Provision of Services

**2.1 Services.** Subject to the terms and conditions of this Agreement, Company will provide the Services described in the Exhibits A, B and C.

**2.2 Patients.** Customer hereby warrants, represents, certifies and agrees that each person for whom any protected health information is subject to the Services, that Customer has obtained the necessary form of consent and release from each such person or organizations for his or her protected patient information to be subject to the Services.

**2.3 License.** During the term of this Agreement and subject to its term and conditions, Company hereby grants to Customer a nonexclusive and nontransferable license for Customer and its Users to access and use the computer system used by Company to provide the Services (the "Safr Care System") solely about the provision of the Services.

### 3. Use of the Services

**3.1 Acceptable Use Policy:** Customer shall comply with all applicable laws and regulations, including without limitation HIPAA, and further agrees to adhere to Safr Technology's Web Site Terms and Conditions and Privacy Statement. Such policy may be changed from time to time, and the current policy may be viewed at [www.gsafr.com](http://www.gsafr.com) as it relates to Customer's use of the Services. Upon ten (10) days' notice to Customer, Company, in its sole discretion, may modify its Web Site Terms and Conditions and Privacy Statement, and Customer shall be notified of such modifications via electronic mail. Customer shall be responsible for notifying its Users of any modifications to Users within five (5) business days of Customer's receipt of such modifications. However, Customer acknowledges and agrees that in no event shall Company's acceptable use policy be deemed to modify, lessen or otherwise change federal or state laws or regulations applicable to protected patient information.

**3.2 Suspension or Termination of Services.** If Company becomes aware of or suspects any unlawful use of the Services by a User, or any use in violation of the Web Site

Terms and Conditions and Privacy Statement, Company shall attempt to notify Customer and provide reasonable detail of such violation. However, Company reserves the right to immediately suspend or terminate the provision of Services to any User or the Customer in the event of any use which Company determines in its sole discretion may be unlawful or in violation of the Web Site Terms and Conditions and Privacy Statement, or when reasonably necessary to protect Company's interests. In the event a User uses the Services in an unlawful manner or in violation of the Web Site Terms and Conditions and Privacy Statement, and thereby causes damage or added expense to Company, Customer shall be liable to Company for such damage or added expense. Company, at its sole discretion, may waive all or a portion of any such liability arising from any violation of this Agreement by Customer.

**3.3 Additional Restrictions.** Customer agrees that Customer will not, and will not permit any third party, to: (i) use the Safr Care System or the Services other than as expressly permitted under this Agreement and subject to its terms and conditions; (ii) attempt to download or otherwise obtain a copy of any software on the Safr Care System unless specifically authorized in writing by Company; (iii) decompile, disassemble, or otherwise attempt to derive source code from any software on the Safr Care System.

**3.4 Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations, including any Internet regulations or policies and applicable export laws, in its performance under this Agreement.

**3.5 Security and Privacy.** Safr Care will maintain (or in its sole discretion cause a third party to maintain) a protected and secured computer environment as specifically described in Exhibit A. - PART B (HOSTING AND SECURITY). Safr Care will also post its then current Web Site Terms and Conditions and Privacy Statement as set forth in Section 3.1 above.

**3.6 Modifications.** Company reserves the right to modify the features and functionality of the Safr Care System from time to time, provided that Company will not modify the Safr Care System in a manner that would have a significant adverse effect on Users' use of or ability to use the Services, without providing at least thirty (30) days prior notice to Customer of any such modification.

### 4. Ownership and Additional Licenses.

**4.1 Proprietary Rights.** Company shall retain all proprietary rights in and to the Services and Safr Care System. All software, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions (whether patentable or not) made or developed in connection with the Services shall be the sole and exclusive property of Company. As between Customer and Company, Customer shall have obtained all consents from Users allowing Safr Care to create, store, distribute and transmit such User Information in performing under, or as otherwise expressly permitted by, this Agreement.

### 5. Payment

**5.1 Fees.** Exhibit D sets forth the fees for the Services.

**5.2 General Payment Terms.** All amounts payable under this Agreement shall be made in U.S. dollars. Customer shall be responsible to pay any sales, use, excise,

property or any other taxes, duties or governmental fees

associated with the provision of Services or of Customer's or Users' access to or use of the Safr Care System. All payments are due ten days after invoice. Company may charge an interest penalty of 1.5% per month, or, if less, the maximum amount allowed by applicable law, for payments made by Customer after the due date. Payments due from Customer are not subject to any set-off claims.

## 6. Disclaimer of Warranties.

**6.1 No Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN EXHIBIT HERETO, THE SERVICES AND SOFTWARE APPLICATIONS ARE PROVIDED, AND THE SAFR CARE SYSTEM IS MADE AVAILABLE, BY COMPANY TO CUSTOMER AND USERS "AS IS." COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR THE COMPANY SYSTEM AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE COMPANY WARRANTS, FOR THE CUSTOMER'S BENEFIT ALONE, THAT THE INTERNET-BASED APPLICATION THAT THE COMPANY MAKES AVAILABLE TO CUSTOMER VIA THE INTERNET FOR USE WITH THE SERVICES (THE "SAAS APPLICATION") CONFORMS IN ALL MATERIAL RESPECTS TO THE SPECIFICATIONS FOR THE CURRENT VERSION OF THE ASP APPLICATION. THE COMPANY HAS NO CONTROL OVER INTERNET PERFORMANCE OR ACCESS, THE GLOBAL POSITIONING SYSTEM (GPS) SATELLITE NETWORK AND THE WIRELESS DATA NETWORKS THAT THE CUSTOMER CHOOSES TO UTILIZE AND THEREFORE DISCLAIMS ALL PERFORMANCE WARRANTIES RELATED TO THESE SERVICES. UNDER SOME TRANSIENT CONDITIONS (E.G., THE MOBILE ASSETS PASS UNDER BRIDGES, THROUGH TUNNELS, ETC.) ERRONEOUS DATA, SUCH AS SPEED, LOCATION, DIRECTION OR OPERATIONAL STATUS, MAY BE TRANSMITTED.

**6.2 Internet Usage.** Except as otherwise expressly provided in Exhibit, Company makes no warranties regarding the quality, reliability, timeliness or security of the Services or the Safr Care System or that the Services, the Software Applications or the Safr Care System will be uninterrupted or error free. Company assumes no responsibility or liability for the deletion or failure to store, or to store properly, any electronic data other than as required under law. Customer and Users assume the entire risk in downloading or otherwise accessing any data, files or other materials obtained from third parties as part of the Services or by means of the Safr Care System.

**6.3 Customer's Responsibilities.** Customer shall be solely responsible for any warranties made by Customers to any third parties with respect to the Services or the Safr Care System.

## 7. Limitation of Liability.

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY AND THE THIRD-PARTY PROVIDERS ARE NOT INSURERS AND THAT THE AMOUNTS PAID TO COMPANY HEREUNDER ARE FOR THE SAAS SERVICE PROVIDED BY THE COMPANY AND NOT FOR THE VALUE OF ANY PROPERTY, LOSS OR INJURY. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY

BEING MONITORED BY THE SAFR CARE SERVICE, CLIENT AGREES TO EXCLUSIVELY LOOK TO ITS INSURER TO RECOVER DAMAGES, AND CLIENT WAIVES ALL RIGHTS OF SUBROGATION OR ANY OTHER RIGHT OF RECOVERY AGAINST THE COMPANY THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON. IN ADDITION, CLIENT AGREES THAT IT SHALL NOT BRING ANY CLAIM OR ACTION AGAINST ANY THIRD-PARTY PROVIDER ARISING FROM CLIENT'S USE OF THE MOBILE MONITORING SERVICE. FOR PURPOSES OF THIS AGREEMENT, "THIRD-PARTY PROVIDERS" MEANS ANY PERSON OR COMPANY THAT SUPPORTS OR MAINTAINS THE SAFR CARE SERVICE, AND INCLUDES, BUT IS NOT LIMITED TO MAPPING DATA PROVIDERS AND DATABASE VENDORS. IN NO EVENT SHALL COMPANIES LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY DAMAGES FROM ANY CAUSE WHATSOEVER (INCLUDING LIABILITY UNDER ANY WARRANTY OR REMEDY SET FORTH IN AN EXHIBIT), REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT PAID OR TO BE PAID BY CUSTOMER TO COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM. IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT BY ANY THIRD-PARTY PRODUCTS OR APPLICATIONS AVAILABLE THROUGH THE SERVICES. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SAFR CARE SERVICE, AND ALL SERVICES ARE PROVIDED BY THE COMPANY AND THE THIRD-PARTY PROVIDERS "AS-IS" AND "WHERE IS." THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE MONITORING SERVICE, AND SERVICES PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT THE SAFR CARE SERVICE OR ITS OPERATION WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL AGENTS. CLIENT ACKNOWLEDGES THAT THE SAFR CARE SERVICE IS SUPPORTED BY SATELLITE AND OVER LOCAL EXCHANGE, INTER-EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY LOCAL AND LONG-DISTANCE CARRIERS, UTILITIES, SATELLITE COMPANIES, COMMUNICATIONS COMPANIES, INTERNET SERVICE PROVIDERS AND OTHER THIRD PARTIES, ALL OF WHICH ARE BEYOND THE COMPANY'S CONTROL. CLIENT ACCEPTS ALL RISK ARISING OUT OF OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF THE MOBILE MONITORING SERVICE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COMPANY OR ANYONE ELSE INVOLVED IN ADMINISTERING, MAINTAINING OR PROVIDING THE SAFR CARE SERVICE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE MOBILE MONITORING SERVICE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, LOSS

OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, SERVER DOWNTIME, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, OF THE MOBILE MONITORING SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Confidential Information.

**8.1** Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Section, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality shall not apply to: information which is already public at the time of its disclosure or becomes public through no unlawful act of the receiving party; is known by the receiving party at the time of disclosure as evidenced in writing; is rightfully obtained from a third party who has the right to disclose it; or which is required by a court to be disclosed following sufficient notice to the disclosing party of any motion to obtain any court order to such effect. The Disclosing Party's Confidential Information remains the property of the disclosing party. Upon any termination of this Agreement, the receiving party will return the Disclosing Party's Confidential Information to the disclosing party, and all copies thereof, in the possession or control of the receiving party unless otherwise provided in this Agreement. During the term of this Agreement, either party may use the other party's name and may reference this Agreement in news releases, articles, brochures, marketing materials, advertisements and other publicity or promotions, subject to the other party's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed; provided that any such use is not in violation of any laws, including without limitation, laws relating to unfair advertising, and does not injure the goodwill of a party's trademarks and service marks.

## 9. Indemnification.

**9.1 Company Indemnity.** Subject to Section 7, Company will defend, indemnify and hold Customer harmless from any and all third-party claims, actions, suits or demands ("Claims") made against Customer to the extent that any such claim, action, suit or demand is based on a Claim that the Services infringe any valid United States patent, copyright, trade secret or other proprietary right of a third party. Company will pay those damages and costs finally awarded against Customer in any monetary settlement of such suit or action which are specifically attributable to such Claim. These obligations do not include any Claims to the extent they are based on use of the Services in violation of this Agreement or in combination with any other software or hardware, or any modification to the Services pursuant to Customer's specifications. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, then Company may, at its option and expense, (a) procure for Customer the right to continue using such Services; (b) replace or modify the Services so that they become non-infringing; or terminate the Services. The indemnity obligations set forth in this Section 9.1 are contingent upon: (a) Customer giving prompt written notice to Company of any

such Claim(s); (b) Company having sole control of the defense or settlement of the Claim; and (c) at Company's request and expense, Customer reasonably cooperating in the investigation and defense of such Claim(s). The foregoing states Company's entire liability for infringement claims.

**9.2 Customer Indemnity.** Customer shall defend, indemnify and hold Company harmless from and against any and all third-party claims, actions, proceedings, suits or demands ("Third Party Claims") arising from, in connection with, or regarding any conduct, act or omission of the Customer or any of its Users which would constitute a violation of any law, including without limitation HIPAA, or of a term or condition of this Agreement. Customers' obligations of defense, indemnity and hold harmless shall include Company's costs, including its attorney fees, resulting from any Third-Party Claim.

## 10. Term and Termination.

**10.1 Term.** This Agreement will commence on the Effective Date and continue for the period set forth on the cover page of this Agreement ("Initial Term"). Thereafter, the Agreement will automatically renew for additional one-month periods ("Monthly Term") unless either party provides the other with written notice of its intent not to renew at least 45 (forty-five) days prior to the end of the then current term. The Initial Term and any Monthly Term are collectively referred to as the "Term."

**10.2 Termination for Breach.** Either party may terminate this Agreement by giving to the other party written notice of such termination upon the occurrence of any of the following events: (i) the other party fails to make payment hereunder when due; (ii) the other party materially breaches or defaults in any of the material terms or conditions of this Agreement and fails to cure such breach or default within 30 days of receipt of written notice thereof, (iii) the other party makes any assignment for the benefit of creditors, is insolvent or unable to pay its debts as they mature in the ordinary course of business, or (iv) any proceedings are instituted by or against the other party in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution. In addition, Company may terminate this Agreement upon any notice or reasonable belief that Customer or any of its Users may be violating obligations imposed by HIPAA or other federal or state laws regarding protected patient information or privacy.

**10.3 Effect of Termination.** Upon any termination of this Agreement: (i) Customer will immediately destroy all copies of any Company Confidential Information in its possession or under its control; (ii) COMPANY will destroy any Customer Confidential Information in its possession or under its control (except if Company has any claims against the Customer or any of its Users, then Company may elect to hold and preserve any and all such materials for potential evidentiary use in any court proceeding or arbitration until final resolution of any such claims). Upon termination of this Agreement, Customer shall pay all unpaid fees due to Company.

**10.5 Survival.** Sections 4.1, 6, 7, 8, 9, 10.5, and 11 and all provisions of the Exhibits (except those requiring the continuation of Services or the payment for Services not yet performed) will survive any expiration or termination of this Agreement.

## 11. Miscellaneous

**11.1 Notices.** Notices under this Agreement must be in writing and will be deemed given when delivered

personally, by facsimile (with confirmation of receipt), on the third business day after deposit with the U.S. Post Office of conventional mail (registered or certified, postage prepaid with return receipt requested), or by the date of delivery by Federal Express or Airborne Freight. Notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph.

**11.2 Assignment.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Customer may not transfer, sublicense or otherwise assign this Agreement or any of its rights or obligations hereunder without Company's prior written consent, and Company may for any reason or no reason withhold its consent.

**11.3 Force Majeure.** Neither party shall be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services or the Safr Care System caused by or resulting from any act, omission or condition beyond a party's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster, third party's hardware, software or communications equipment or facilities, spam, denial of service

attacks or other third party breaches of the Safr Care System or Services (each a "Force Majeure Event").

**11.4 General Provisions.** This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts exclusive of its conflict of law principles. Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture or agency relationship between Company and Customer. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision will be reformed only to the extent necessary and in such a manner to affect the original intention of the parties; all remaining provisions continue in full force and effect. Any failure by either party to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent default or breach of the same or a different kind. In any action or proceeding between the parties, the prevailing party shall be entitled to recover its costs, including attorney fees. All disputes between the parties shall be resolved in binding arbitration to be conducted in Boston, Massachusetts, through the offices and under the commercial rules of the American Arbitration Association. The prevailing party shall be awarded its reasonable attorney fees and costs, including arbitration costs.

## EXHIBIT A

### APPLICATION AND HOSTING SERVICES

#### SAFR CARE™ APPLICATION SERVICES

1. **Rights to Use Software** - Safr Care® is licensed monthly, subject to terms and conditions described in the Agreement, General Terms and Conditions and Exhibits, for use through the Internet through the SAFR CARE System.
2. **Customer Information** - COMPANY will rely upon technical information and requirements information that it obtains from Customer for any Set-Up, Deployment and Implementation Services. Customer shall be responsible to COMPANY for the consequences of inaccuracies of information that it provides to COMPANY.
3. **Publicity and Demonstrations** - COMPANY may release Customer's name, location and Products licensed, in a standard news release and in COMPANY publications that state an overall or partial listing of Customer names and products. Except as set forth above, Customer shall be notified in writing of all public written releases by COMPANY regarding Customer prior to release. At a time of day convenient for Customer and with the permission of the Customer, COMPANY may take interested parties to the Customer premises to demonstrate the system.
4. **Delays** - Any breach or delay by Customer of its obligations under this Agreement, other action by Customer, or force beyond COMPANY's control which causes a delay in COMPANY's performance of its obligations hereunder shall set back the schedules for COMPANY's performance to the extent of the delay.
5. **Non-solicitation** - Customer agrees that it will not, without COMPANY's consent, hire, either as employees or as independent contractors, former COMPANY employees or contractors who have worked on the set-up, deployment, implementation or support for the services to be provided under this Agreement until 2 years after payment by Customer to COMPANY of the last amount due under this Agreement. Customer and COMPANY acknowledge that the loss or damage to COMPANY resulting from a breach of this non-solicitation covenant is difficult to ascertain at this time, however that a sum equal to two times the amount that Customer has paid or will pay to the former COMPANY employee or contractor is a reasonable estimate of the damages resulting from loss of such employee or contractor to COMPANY. Accordingly, if Customer breaches this non-solicitation covenant, COMPANY shall be entitled, as liquidated damages, to a payment equal to two times the amount that Customer has paid or will pay to the former COMPANY employee or contractor.
6. **Set-Up, Deployment and Implementation Services and Support Services** – Set-Up, Deployment and Implementation (including training) will be provided as specified in Exhibit B, and Support Services will be provided as specified in Exhibit C. Fees for all such Services are set forth in Exhibit D. For trips with expenses to be reimbursed by Customer, Customer shall approve the expenses in advance. COMPANY's personnel will submit only reasonable expenses for reimbursement. Such expenses shall include coach airfare, moderately priced hotels, meals, and rental cars. Customer's in-house trainers, system administrators, and users will receive training only as specified in Exhibit B, and in groups of no more than approximately ten people, for half-days, in a suitable facility provided by the Customer.
7. **Setup / Configuration** - COMPANY shall provide Setup / Configuration Assistance to the Customer as described in Exhibit B and for the fees described in Exhibit D.

## **EXHIBIT B**

### **SET UP, DEPLOYMENT, AND IMPLEMENTATION SERVICES**

#### **1. Set Up Services**

Customer or Customer's IT contractor shall do all the actual workstation, local server, local network, printer and remote access configuration, data entry and software configuration required to access the Application Services at the SAFR CARE System. Set Up Services may include advice, review and consultation on Customer's local workstation configuration and SAFR CARE software configuration. COMPANY's role shall be telephone, modem and advice, review, and consultation.

#### **2. Deployment and Implementation Services**

Deployment and Implementation Services includes assistance in customizing the configurable options in Safr Care, help in designing your office work flow as it relates to Safr Care, and hands-on end-user training. We provide expert advice on the optimal configuration to match your organization's goals. Customer must participate throughout the duration of the set-up to add the practice specific tables of data and assist as needed in the configuration.

#### **3. Other Services**

If it is determined that a specific activity is considered to be outside the scope of the activities identified above or as Support Services set forth on Exhibit C, COMPANY will recommend retaining additional assistance for that specific activity. Any additional services to be provided by COMPANY will be billed on a time and materials basis.

## EXHIBIT C

### SUPPORT SERVICES

1. During the term of this Agreement, COMPANY will provide to Customer technical support via telephone, modem, or email for the covered COMPANY software. On-site visits are not covered as part of these Support Services and may incur an additional charge for services and travel expenses. Technical support consists of answering questions, troubleshooting, and working with the databases. It does not include training. If Customer discovers a serious duplicable program error, COMPANY will, within a reasonable period of time, either provide a work-around or a version of the Software, which does not contain the error.
2. Smart Telephones with Window Mobile 8, Apple IOS or Android and Safr Care Mobile App – App available at Windows Marketplace, Apple App Store & Google Store

PC Requirements for Microsoft Silverlight 4 and Windows WPF and associated technologies are listed below.

#### **Windows**

Operating System: Windows Vista, Windows 7, Windows 8, Windows 8.1, and Windows 10

1 GHz Processor or faster processor (or equivalent)

1G of RAM and 1G of free hard drive space

**High Speed Internet Connection - 15.0 Mbps Download Recommend and 1.5 Mbps upload speed with a redundant provider as a back up**



**EXHIBIT D  
SERVICE FEES**

Exhibit D Service Fees shall be written as a separately agreed upon trip-fee contract between Company and Customer, signed and dated by both parties.

A trip is defined as a pickup (when a person gets into the vehicle) and a drop off (when that person gets out of the vehicle).

EXHIBIT E

USER WARRANTIES AND INDEMNITIES

The undersigned, agrees, warrants and represents that:

1. **I, representing customer and all customer obligations, agree to not reproduce, copy or duplicate this Safr Care proprietary software in any way for the course of thirty-six months following the termination of this contract for any cause.**
2. I am aware that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Americans with Disabilities Act, and other federal and state statutes and laws, including without limitation state privacy acts (collectively "**Privacy Laws**" herein) require that I comply with all such Privacy Laws;
3. I shall be responsible for complying with all such Privacy Laws and do not rely in any way upon Safr Technologies, Inc. ("COMPANY") for education or training on compliance.
4. I shall comply with Company's rules and policies in using any of the Services (including Safr Care™ application services provided to Customer).
5. I shall comply with Safr Technologies, Inc., Web Site Terms and Conditions and Privacy Statement, the form of which may change from time to time, but which will be posted at Safr's Web Site at [www.gosafr.com](http://www.gosafr.com).
6. I shall notify COMPANY immediately if I become aware or otherwise am informed of any violation by the Customer or any of its Users of the Privacy Laws or COMPANY's User Terms and Conditions.
7. I shall defend, indemnify and hold COMPANY harmless against all actions, claims, damages, proceedings, losses, fines, costs (including attorney fees) arising from any breach of the warranties described above.
8. I understand that the laws of the State of Massachusetts shall apply to the User Warranties and Indemnities. I agree that COMPANY shall be entitled to obtain injunctive and related equitable relief against me to enforce these warranties and indemnities in any court located in Suffolk County, Massachusetts, and that any such court shall have exclusive jurisdiction over me. I further agree that if I breach any of the above warranties and indemnities, COMPANY will likely suffer irreparable harm for which a monetary award will be inadequate. I therefore agree that injunctive relief and related equitable relief may be obtained by COMPANY without the posting of any bond by COMPANY. I agree that nothing herein is to be construed as any waiver, discharge or release by COMPANY of any other rights or remedies available to it in law or equity.
9. I declare, under penalty of perjury under the laws of the State of Massachusetts that I have read the foregoing, am competent to understand this document, and enter it of my own free will.

Name: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized User for Customer: \_\_\_\_\_

## Exhibit F

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This **HIPAA Business Associate Agreement** (“Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Safr Technologies, Inc. (“Covered Entity” or “SAFR CARE”) and \_\_\_\_\_ (“Business Associate”, “you”, “your”). In order to comply with the Health Insurance Portability and Accountability Act and the standards set forth at 45 CFR Parts 142, 160, 162 and 164 (collectively “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) to safeguard Protected Health Information (“PHI”, or “ePHI”), Business Associate agrees:

Pursuant to the terms of that certain “Underlying Agreement”, SAFR CARE contracts with you to provide “Services”. In connection with your provision of such Services, you create, receive, maintain, or transmit PHI from SAFR CARE, the person who is the subject of PHI (“Individual”) or applicable Governmental entity or Health Plan. As a result, Business Associate must: (i) maintain the privacy/ confidentiality of all PHI; and (ii) comply with the requirements of HIPAA and HITECH applicable to Business Associates.

#### Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Safr Technologies, Inc.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1. **Your Obligations**. You agree that you will maintain the privacy/confidentiality of all PHI including electronic PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA and HITECH, including the following obligations:

(A) Use and Disclosure of PHI. You agree that you will not use or disclose PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required by law; provided, however, you may use and disclose PHI to manage and administer your business, including the transaction of business on behalf of SAFR CARE to another vendor. You agree to ensure that all Subcontractors, agents, representatives or parties with whom you conduct SAFR CARE business agree in writing to the same restrictions, conditions and security measures that apply through this Agreement to you.

(B) Safeguards. You represent and warrant that you will develop and implement appropriate Administrative, Physical and Technical safeguards and security measures set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316 to prevent the use or disclosure of electronic PHI for purposes other than as set forth in this Agreement. You will provide SAFR CARE with such information concerning such safeguards as SAFR CARE may from time to time request.

(C) Accounting of Disclosures. In fulfillment of your obligations under 45 CFR 164.410, you agree to maintain a record of all disclosures of PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to SAFR CARE, or to the Individual whose PHI was disclosed, upon our request as necessary to satisfy SAFR CARE’s obligations under 45 CFR 164.528.:

- i. The date of such disclosure;
- ii. The name and, if known, the address of the recipient of such PHI;
- iii. A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- iv. A brief description of the PHI disclosed; and
- v. A statement that would reasonably inform the Individual of the purpose of the disclosure.

(D) Notifications. You agree to notify SAFR CARE immediately upon your discovery of any unauthorized use or disclosure of PHI by you that is in violation of the requirements of this Agreement (a “Breach”) including any breach of unsecured PHI as required at 45 CFR 164.410, and any security incident of which you become aware. Business Associate will make a written report to SAFR CARE within 24 hours after Business Associate knows or should have reasonably known of such Breach. Business Associate will cooperate promptly with SAFR CARE as is reasonably required in order for SAFR CARE to comply with applicable breach reporting and notification laws, including but not limited to, Section 13402 of the HITECH Act (collectively, “Breach Notification Laws”).

- i. “Unsecured PHI” means PHI that is not secured through the use of technology or methodology that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals. If electronic PHI is encrypted, it is considered to be secured under the Breach Notification Laws. No Breach notification is required if the electronic PHI was secure.
- ii. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with information system operations.

(E) Reciprocal requirement. Business Associate must take the same steps a Covered Entity must take if it knows of a pattern or practice of the other party in material breach of the Business Associate Agreement.

(F) Mitigation. You agree to establish and implement procedures for mitigating any deleterious effects of any improper use and/or disclosure of PHI.

(G) Disclosures to Workforce and/or Third Parties. You agree to require your employees, agents and independent contractors (“Workforce”) to adhere to the restrictions and conditions regarding PHI contained in this Section, including, without limitation, the following:

- i. You agree not to disclose PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses PHI in violation of this Section.
- ii. Except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining our written approval. In addition, except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of you and SAFR CARE.
- iii. Any use of PHI by your Workforce or disclosure of PHI to your Workforce or to third parties must be limited to the minimum amount of PHI necessary to achieve the purpose for such use or disclosure.

(H) Access to Records by Subject of Records. You agree to notify SAFR CARE immediately in the event you receive a request from an Individual or the Individual’s legal representative to review any of the Individual’s PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to SAFR CARE, and, to an Individual or the Individual’s Legal Representative for their review, any of the Individual’s PHI in your possession or control, in the form or format (including electronic) as agreed to by SAFR CARE and the Individual or the Individual’s Legal Representative.

(I) Amendment to PHI. You agree to notify SAFR CARE immediately in the event you receive a request from an Individual to amend or otherwise modify any PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to PHI that SAFR CARE has directed or authorized pursuant to 45 CFR 164.526. Modification of this Agreement may be made in accordance with any change in the applicable HIPAA or HITECH laws.

(J) Government and SAFR CARE Access to Records. You agree to make your policies, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services and/or SAFR CARE for the purpose of determining compliance with HIPAA and HITECH requirements, within 24

hours of any such request.

(K) SAFR CARE's Right to Audit. Business Associate shall provide SAFR CARE with access to all records and security controls relating to the Business Associate's use, maintenance, and disclosure of PHI. Upon reasonable notice, Business Associate shall permit employees, representatives, or other designees of SAFR CARE (including outside auditors and/or regulators) to enter Business Associate's premises or any agreed upon backup facilities in order to inspect such records and security controls to ensure Business Associate's compliance/continuing compliance with the terms of this Agreement and applicable law. Business Associate agrees to assist SAFR CARE in all reasonable respects during any such audit and agrees to grant SAFR CARE access to its facilities for purposes of an audit upon prior written notice, during normal business hours, unless otherwise permitted by applicable laws, rules, or regulations.

(L) Disposition of Records upon Termination. You agree to return to SAFR CARE or otherwise destroy all PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such PHI and limit any further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

(M) Indemnification. You agree to indemnify, defend, and hold harmless SAFR CARE and the applicable SAFR CARE Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and attorneys' fees, arising out of, resulting from or caused by a violation by you, or any of your Workforce, agents or subcontractors, of any HIPAA or HITECH requirements or of the terms or conditions of this Agreement.

(N) Notice of Terminated Personnel. You agree to notify SAFR CARE of any transfer, termination, or departure, for any reason, of any personnel of the Business Associate who (a) possessed any SAFR CARE organizational credentials, keys, and/or badges; (b) had access to any of the SAFR CARE premises; (c) had access to any SAFR CARE system; and/or (d) had access to any system containing PHI. You agree to notify designated SAFR CARE personnel of any such transfer, termination, or departure within fifteen (15) days of its occurrence.

(O) Civil and Criminal Penalties. Whether intentional or unintentional, Business Associates are subject to the same penalties as covered entities, as stated in the Omnibus Rule under HITECH (Section 13410 (e)(i)). The penalty structure for a breach of HIPAA laws has a number of tiers, based on the awareness the violator had of the violation. OCR establishes the penalty based on a number of "general factors" and the seriousness of the HIPAA breach.

2. **Our Obligations.** In connection with your performance of the Services:

(A) Notification of Restrictions on Use of PHI. SAFR CARE agrees to notify you immediately of any restrictions on the use of or disclosure of PHI that SAFR CARE has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect your use or disclosure of PHI.

(B) Notification of Disclosure of PHI to an Individual. SAFR CARE agrees to notify you immediately in the event an Individual desires you to disclose their PHI in your possession or control to the Individual or the Individual's Legal Representative.

(C) Notification of Amendment to Subject PHI. SAFR CARE agrees to notify you immediately in the event that SAFR CARE or an Individual desires you to amend or otherwise modify any of their PHI in your possession or control.

3. **Term and Termination.** This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated and all PHI provided by SAFR CARE or created or received by you for SAFR CARE is destroyed or returned to SAFR CARE or, if it is infeasible to return or destroy PHI, continue to use appropriate safeguards and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in this Section, for as long as you retain the PHI. Notwithstanding the foregoing, in the event of a material violation by Business Associate, SAFR CARE shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Business Associate. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

4. **Third Party Beneficiaries.** There are no intended third-party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.
5. **Amendment of Underlying Agreement.** It is the intention that this Agreement serves as amendment and supplement to the Underlying Agreement.
6. **Interpretation.** In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA and HITECH.
7. **Compliance with Security Requirements.** Business Associate shall comply and shall ensure agents and subcontractors comply with the Security Requirements of 45 CFR Part 142 with respect to electronic transmission of PHI.

<b>Safr Technologies, Inc.</b>	
By:	By:
Print: Syed Gilani	Print:
Title: CEO	Title: