

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) by and between Q Care Plus, INC., a Texas corporation with its principal place of business at 1800 2nd St., Suite 735, Sarasota, FL, 34236 (“Company”), Q Care Plus Medical P.C., a Georgia professional corporation with its principal place of business at 5555 Peachtree Dunwoody Rd., Suite 201, Atlanta, GA 30342 (“Practice”); and Galion City Health Department, a nonprofit organization, with its principal place of business 113 Harding Way East Galion, Ohio 44833 (“Customer”), is entered into as of (the “Effective Date”). Company and Practice are collectively referred to herein as “Q Care.”

RECITALS

WHEREAS, Customer receives federal grant funds and is actively registered within the Health Resources and Services Administration (“HRSA”) Office of Pharmacy Affairs Information System (“OPAIS”), ;

WHEREAS, Customer is an eligible “covered entity” participating in the federal 340B drug pricing program under Section 340B of the Public Health Service Act (“340B Program”);

WHEREAS, Q Care provides certain case management and administrative services to customers to facilitate patient enrollment and arrange for provider consultations, laboratory testing, prescription transmission, and such other services as described in this Agreement (the “Services”), including access to Q Care’s proprietary web-based platform that allows patients of entities like Customer to consult securely online with a Provider, request various laboratory tests, and direct that prescribed medications be delivered to the patient’s desired address (the “Platform”);

WHEREAS, Customer wishes to engage Q Care to provide the Services (including access to the Platform) in accordance with the terms and conditions contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 “Authorized User” means an employee, agent, or contractor of Customer who Customer has authorized to use the Platform.

1.2 “Customer Data” means all information and data elements entered or imported into the Platform by an Authorized User, by or on behalf of a Patient, or by or on behalf of Customer.

1.3 “Documentation” means any applicable standard end-user specifications and/or operating instructions provided by Q Care, which may be amended from time to time.

1.4 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, and the implementation regulations under each, including any amendments thereto.

1.5 “Patient” means a Prospect who (i) meets Customer’s requirements pursuant to Customer’s grant providing 340B eligibility and (ii) opts to receive telemedicine services from Customer.

1.6 “Pharmacy” means a pharmacy contracted with Customer to dispense 340B drugs to Patients on Customer’s behalf.

1.7 “Prospect” means a person who is recruited by Q Care to potentially receive telemedicine services through the Platform, irrespective of whether such person meets Customer’s residency requirements.

1.8 “Protected Health Information” means “protected health information” as defined in 45 CFR §160.103 that is created, received, maintained, or transmitted by Q Care on behalf of Customer as a result of this Agreement.

1.9 “Provider” means a licensed healthcare professional employed by or contracted with Practice who has entered into a Memorandum of Understanding (“MOU”), in substantially the same form as the MOU attached hereto at Exhibit A, with Customer to furnish telemedicine services to Patients.

1.10 “Q Care Marks” means the trademarks, brands, logos, and service marks included in the Platform or furnished by Q Care for use by Customer as part of the Platform or marketing, as they may be updated by Q Care from time to time.

2. CASE MANAGEMENT AND ADMINISTRATIVE SERVICES.

2.1 General. Q Care agrees to provide the Services, as described in this Section 2. Customer agrees that Q Care is relying on Customer Data, notifications, and other information provided by Customer pursuant to this Agreement (including but not limited to Section 3 below) to perform the Services, and that the Services provided by Q Care are subject to the accuracy, completeness, and timeliness of the information provided by Customer.

2.2 Enrollment. Q Care will facilitate enrollment of Prospects for eligibility screening and for Provider consultations through advertisements on social media platforms and other marketing activities (collectively, the “Marketing Activities”). Q Care will develop and implement a process for enrolling Prospects to receive telemedicine services through the Platform from Customer. As part of the enrollment process, Q Care will obtain Prospect demographic information, including residency, to validate the Prospect’s eligibility for Customer’s services based on the geographic requirements of Customer’s grant providing 340B eligibility. Q Care validates a Prospect’s residency by requesting the Prospect to upload his driver’s license or other form of identification demonstrating his state and county of residence.

2.3 Opt-In Process. Upon validating a Prospect's residency, Q Care will inform Prospects who meet Customer's residency requirements of the telemedicine services provided by Customer. Q Care will offer such Prospects the option of receiving telemedicine services from Customer via the Platform and will obtain appropriate consent from Prospects who opt to receive telemedicine and pharmacy services from Customer. At this point the Prospect will be considered a Patient. Q Care will provide an opt-out process for Prospects who do not wish to receive telemedicine and pharmacy services from Customer. For any Prospects that opt to receive telemedicine and pharmacy services from Customer, Q Care will provide notification to Customer through the Platform of the new Patient and will request that Customer contact the new Patient to inform the individual of his or her status as a Patient of Customer. Nothing in this provision shall override or restrict a Prospect's or Patient's choice of provider or pharmacy. To the extent that this provision conflicts with Section 4 (Patient Choice), Section 4 shall control.

2.4 Provider Consultation. Q Care will identify, contract with, and compensate licensed Providers to serve as independent contractors for the provision of telemedicine services through the Platform. Q Care will facilitate and arrange for a telemedicine visit between each Patient and a Provider. Q Care will enable Patients to schedule telemedicine visits with Providers through the Platform.

2.5 Patient Health Assessment/Questionnaire. Q Care will endeavor to collect certain information from each Patient through use of a health assessment/questionnaire. Q Care will make available to Providers the information collected from Patients pursuant to the health assessment/questionnaire. Where a Patient does not complete the health assessment/questionnaire through the Platform, the Provider, subject to his or her professional clinical judgment, shall be responsible for completing the health assessment/questionnaire pursuant to the Provider's consultation with the Patient.

2.6 Laboratory Testing. Q Care will facilitate both in-person and/or at-home testing, as required, to all Patients who consent and agree to testing. Exhibit C outlines typical, but not exclusive, testing needed for a given service line.. Q Care will arrange for laboratories that are certified under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and licensed to perform laboratory services in Customer's service area to provide in-person or at-home testing to Patients as requested. Nothing in this provision shall override or restrict the Patient's choice in provider for laboratory testing, and to the extent that this provision conflicts with Section 4 below, Section 4 shall control.

2.7 Medical Records. Q Care shall require that each Provider prepares and maintains, or causes to be prepared and maintained, files and records and all necessary reports, claims, correspondence and other documents relating to the telemedicine and laboratory services provided to Patient (collectively "Records"), in accordance with all applicable laws, regulations and professional standards and as reasonably directed by Customer and agreed to by Provider. Q Care will make these Records available to Customer through the Platform. Q Care acknowledges and agrees that all Records are the non-exclusive property of Customer, and shall, upon termination or expiration of this Agreement for any reason (including a default by either party), remain the non-exclusive property of Customer. Q Care shall be entitled to maintain a copy of the Records, on

behalf of itself and the Provider, for the duration of any applicable record retention requirements or policies of Q Care and/or Provider.

2.8 Case Management. Q Care will perform case management tasks including: collecting and verifying health insurance information from Patients; providing pharmacy benefit investigation and support; coordinating with Customer and the Provider to provide counseling and support services to Patients who test positive for HIV, Hepatitis B, high creatinine levels, or an STI; providing medication adherence and counseling services to Patients; and assisting Patients with understanding and navigating the telemedicine services and laboratory testing facilitated by the Platform.

2.9 Transmission of Prescription to Pharmacy. Upon issuance of a prescription, and only if requested by the Patient, Q Care will coordinate with the Provider to facilitate transmission of the prescription to a Pharmacy for dispensing. Upon receipt of proper authorization, Q Care will also provide Patient information, pharmacy benefit information, and prior authorization information to the Pharmacy as requested and necessary for Pharmacy to fill, dispense and deliver the prescription medication directly to the Patient.

2.10 Provider Follow-Up Visits. Q Care will facilitate and coordinate follow-up visits between each Patient and his or her Provider.

2.11 Patient Billing. Q Care hereby acknowledges and agrees that Customer has the sole right to perform billing and collection functions and to collect accounts receivable related to all telemedicine services and laboratory testing rendered on behalf of Customer by Providers under this Agreement. Q Care further acknowledges and agrees that neither Q Care nor any Provider shall, directly or indirectly, bill any Patient or third party for the provision of the telemedicine services or laboratory testing rendered under this Agreement to a Patient. In the event that Q Care or any Provider receives any amounts related to the telemedicine services or laboratory testing performed pursuant to this Agreement directly from a Patient or third-party payor, Q Care shall promptly remit appropriate amounts to Customer.

3. CUSTOMER RESPONSIBILITIES.

3.1 Platform Usage.

(a) Customer shall refrain from, and shall ensure that all Authorized Users refrain from, using the Platform in a manner that is libelous, defamatory, obscene, infringing, or illegal, or otherwise abusing the Platform or the technology and resources available through the Platform.

(b) Customer shall not, and shall not attempt to, (i) copy, adapt, redistribute, reformat, reconfigure, modify, alter, tamper with, repair, or create derivative works of the Platform or any part thereof; (ii) reverse engineer, disassemble, or decompile the Platform or any part thereof, or apply any other process or procedure to derive the source code or non-public APIs of any software included in the Platform; or (iii) resell, sublicense, assign, delegate, or otherwise transfer access to the Platform or any part thereof, including providing Credentials to the Platform other than to an Authorized User.

3.2 Credentials. Customer shall ensure that each Authorized User shall select and register a unique user name and password (each a “Credential”) via the Platform. Customer will take appropriate steps to ensure that it and all Authorized Users do not share access information (including Credentials) except as expressly permitted under this Agreement. Customer is responsible for all actions taken on any Platform accounts provisioned to Authorized Users.

3.3 Contact Representatives. Customer shall designate, in writing, the following personnel: (i) an Executive Sponsor, who shall champion the successful adoption and use of the Platform by Customer; and (ii) a Project Lead, who shall act as Customer’s primary liaison to Q Care both during and after implementation of the Platform. Customer shall ensure the reasonable availability and responsiveness of both the Executive Sponsor and the Project Lead. The Project Lead shall be responsible for managing Customer’s Authorized Users, including notifying Q Care when an Authorized User’s access to the Platform needs to be terminated, or otherwise taking steps to effectuate such termination.

3.4 Business Associate Agreement. To the extent that an Authorized User is a Business Associate of Customer, Customer shall be solely responsible for ensuring that an appropriate Business Associate Agreement is in place between Customer and the Authorized User.

3.5 Unauthorized Use. Customer shall promptly notify Q Care in writing upon its discovery of any unauthorized use of the Platform.

3.6 Access to Customer. During the Term, Customer shall grant Q Care full and free access to all systems, data, materials, and information, and reasonable access to personnel, required to allow Q Care to perform under this Agreement at such reasonable times as may be required by Q Care, including but not limited to (i) access to Customer data sources which the parties mutually agree to integrate with the Platform, via a site-to-site VPN or other means mutually agreed upon by the parties; (ii) permission to extract data, including Protected Health Information, from Customer data sources which the parties mutually agree to integrate with the Platform; and (iii) permission to transmit such data to Q Care’s servers on a regular basis.

3.7 Provider MOUs. Customer shall enter into an MOU in substantially the same form as the MOU attached at Exhibit A with each Provider that memorializes the consultations and follow-up visits that Provider agrees to furnish to Patients via telemedicine and using the Platform.

3.8 Patient Enrollment. Upon receiving a notification from the Platform of a new Patient, Customer shall perform any patient eligibility assessments that may be required pursuant to its grant providing 340B eligibility, in addition to the residency screening performed by Q Care. Customer shall notify Q Care if it determines that a Patient who has opted to receive services from Customer is not eligible to receive services under Customer’s federal grant. Customer shall contact the new Patient to inform the individual of his or her status as a Patient of Customer.

3.9 Patient Care. Customer shall maintain an electronic medical record to hold the medical records of each Patient receiving telemedicine services and laboratory testing through the Platform, and shall grant Q Care and Providers any necessary access to such records in a HIPAA-compliant manner, in order to enable Providers and Q Care to provide the Services. Such medical records may incorporate the Records (as defined at Section 2.7), but shall be in addition to the

Records. In coordination with the Q Care case manager and the Provider, Customer shall respond to Patients who test positive for HIV, Hepatitis B, high creatinine levels, or an STI through Q Care's testing program with counseling and support services.

3.10 340B Contract Pharmacy Relationships. Customer shall maintain 340B contract pharmacy relationships with at least one Pharmacy during the Term and ensure that its Pharmacy relationships comply with all applicable federal, state, and local laws. Before or on the Effective Date, Customer shall provide a list of all of its Pharmacies. Customer shall notify Q Care promptly of any termination of a Pharmacy relationship, or Customer's decision not to dispense 340B drugs from a particular Pharmacy. Customer shall also notify Q Care promptly of any additions to its list of Pharmacy relationships and the effective date of those new arrangements.

4. PATIENT CHOICE

The parties agree to preserve each Prospect's and Patient's choice in medical provider, testing laboratory and pharmacy and will not take any action to restrict any Prospect's or Patient's choice in this regard.

5. INSPECTION AND AUDIT RIGHTS.

Q Care may access, use, preserve, and/or disclose Customer's account information and content if legally required to do so or if Q Care has a good-faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation thereof; (c) detect, prevent, or otherwise address security, fraud, or technical issues; or (d) protect the rights, property, or safety of Q Care, its other customers, Prospects, Patients, or the public as required or permitted by law. Customer acknowledges and agrees that Q Care may, at any time, inspect, audit, or otherwise access Customer's use of the Platform, provided that such inspection, audit, or access does not materially interfere with Customer's use of the Platform. Q Care shall ensure that any access, use, preservation, and/or disclosure complies with all applicable federal and state law, including HIPAA.

6. FEES AND PAYMENT.

In consideration for the Services during the Term, Customer shall pay Q Care per Patient fees in the amounts set forth in Exhibit B hereto ("Patient Subscription Fees"). All fees due under this Agreement shall be payable thirty (30) days after receipt by Customer of an invoice from Q Care. Q Care may charge interest on any overdue amounts. From time to time, Q Care may adjust the fee amounts set forth in Exhibit B. Q Care will provide prior notice to Customer of any proposed fee adjustment and an opportunity to discuss the new fees. In regard to any good faith dispute(s) related to amounts in an invoice, Customer shall provide Q Care with written notice of such dispute(s) in reasonable detail within fifteen (15) days of Client's receipt of the invoice to which the dispute pertains, pay all undisputed amounts on such invoice within the thirty (30) day payment period, and work diligently with Q Care to resolve the disputes. Any disputed amounts will be paid within thirty (30) days after resolution of the dispute. In the event Customer fails to pay such disputed amounts following resolution within the foregoing timeframe, Q Care may suspend the performance of the Services related to the unpaid fees until it receives payment in full.

7. PRIVACY AND SECURITY.

The parties agree to comply with the HIPAA and any applicable state laws related to the privacy and security of information. As a Business Associate of Customer, Q Care also agrees to enter into a HIPAA-compliant Business Associate Agreement with Customer, which shall be dated even herewith (the “Business Associate Agreement”). Further, the parties agree that information related to a Prospect who either does not meet Customer’s residency or other eligibility requirements or who opts-out of receiving telemedicine services or laboratory testing from Customer, and who opts to otherwise receive services through the Platform, shall not be subject to the terms of the Business Associate Agreement.

8. CONFIDENTIAL INFORMATION.

Each party acknowledges that in the performance of this Agreement it may have access to or be exposed to private or confidential, non-public information of the other party, or the other party’s affiliates, and its and their customers and suppliers (the “Confidential Information”). Any user names and passwords given or created under this Agreement, including but not limited to Authorized User Credentials, shall also be considered Confidential Information. Each party agrees that (i) all Confidential Information shall remain the exclusive property of the owner thereof; and (ii) it shall maintain, and shall cause its employees and other agents to maintain, the confidentiality and secrecy of the other party’s Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) is rightfully in the receiving party’s possession, without obligation of confidentiality with respect thereto, prior to the disclosing party’s disclosure, (iii) is lawfully disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed without access or reference to, or use of, the disclosing party’s Confidential Information, or (v) is released from confidential treatment by written consent of the disclosing party thereof.

9. INTELLECTUAL PROPERTY.

9.1 Platform. All rights of ownership, title, and interest in the Platform, any improvements and other modifications thereto, and any related Documentation, shall remain with Q Care and are protected by applicable copyright, patent, trademark, and trade secret laws. During the Term and subject to Customer’s payment obligations, Q Care grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform and Documentation solely for Customer’s internal business purposes (including Customer’s services to Patients). Q Care grants to Customer only the rights specified in this Agreement, and all rights not expressly granted herein are reserved to Q Care. Customer agrees that this Agreement shall not affect any claim by Q Care of ownership in the Platform. Customer agrees to take reasonable steps necessary to protect the proprietary rights of Q Care and its suppliers or licensors in the Platform. Q Care may change, discontinue, or deprecate any part of the Platform (including any API), change or remove features or functionality of the Platform, or implement updates to the Platform from time to time in its sole discretion; provided however, that Q Care continues to perform the Services in accordance with this Agreement.

9.2 Q Care Marks. All rights of ownership, title, and interest in the Q Care Marks shall remain with Q Care. During the Term, Q Care grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to use Q Care Marks in connection with the Services and subject to all guidelines for the use of the Q Care Marks established by Q Care, and further agrees that all goodwill associated with Customer's use of the Q Care Marks shall inure to Q Care. Q Care grants to Customer only the rights specified in this Agreement, and all rights not expressly granted herein are reserved to Q Care.

9.3 Customer Data. Customer shall own all right, title, and interest in and to the Customer Data. Subject to the Business Associate Agreement to the extent Customer Data is Protected Health Information, Customer hereby grants to Q Care the irrevocable, nonexclusive, worldwide right and license to collect, analyze, and use data and other information relating to the provision, use, and performance of various aspects of the Platform, Services, and related systems and technologies (including, without limitation, information concerning Customer Data and data and analytics derived therefrom), and Q Care shall be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Platform and Services and for other development, diagnostic, analytic, and corrective purposes in connection with the Platform, Services, and other Q Care offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

10. REPRESENTATIONS AND WARRANTIES.

10.1 General. Each party represents, covenants, and warrants to the other that: (i) it has the right to enter into this Agreement; (ii) performing its obligations under this Agreement will not violate or conflict with any of its obligations under any agreement with any third party; and (iii) the person signing this Agreement has legal authority to bind the party. Customer further represents and warrants that it is eligible and registered to participate in the 340B Program, and it has received a valid federal grant from HRSA and uses its grant funds in accordance with the terms of its grant and all applicable federal requirements.

10.2 No Excluded Providers. Each party hereby represents and warrants to the other that neither such party, nor its directors, trustees, officers, or owners or individuals involved in the provision of services hereunder, is excluded from participation in any federal health care program, or listed as an excluded person on the System for Award Management.

11. DISCLAIMER OF WARRANTIES.

THE SERVICES (INCLUDING THE PLATFORM) PROVIDED BY OR ON BEHALF OF Q CARE UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, Q CARE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR ANY THIRD-PARTY CONTENT, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, FITNESS FOR A

PARTICULAR PURPOSE, DESIGN, CONDITION, AND/OR QUALITY OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

FURTHER, Q CARE AND ITS AFFILIATES MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION THAT THE SERVICES WILL BE FREE FROM ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES IN TERMS OF SUITABILITY FOR CUSTOMER'S BUSINESS OR OPERATIONAL REQUIREMENTS.

12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL Q CARE, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES, EVEN IF Q CARE, ITS AFFILIATES, SUPPLIERS, OR LICENSORS HAVE BEEN ADVISED OF OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL Q CARE'S OR ITS AFFILIATES', SUPPLIERS', OR LICENSORS' AGGREGATE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT EXCEED THE AMOUNT, IF ANY, ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, AND CUSTOMER HEREBY RELEASES Q CARE AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION.

13. INDEMNIFICATION.

Each party (the "Indemnifying Party") shall indemnify, hold harmless, and if requested, defend the other party, its affiliates, subsidiaries, licensors, and their respective officers, directors, employees, independent contractors, and agents (each an "Indemnified Party") from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Indemnifying Party's (i) infringement or misappropriation of any intellectual property rights of any third party; (ii) breach or alleged breach of this Agreement or violation of applicable law; or (iii) negligence, recklessness, or intentional misconduct. If an infringement claim within the scope of Q Care's obligations occurs under this Section 13, Q Care, within its sole and absolute discretion, may (i) acquire the right for Customer to continue to use the Platform in accordance with the terms of this Agreement; (ii) replace or modify the Platform so that it becomes non-infringing; or (iii) terminate this Agreement and refund to Customer any pre-paid fees for Services not performed for the remainder of the then-current Term.

14. TERM AND TERMINATION.

14.1 Term. This Agreement shall begin on the Effective Date and shall continue in full force for a period of three (3) years (the “Initial Term”). Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for an unlimited number of one (1) year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”) until such time as either party provides the other party with written notice of non-renewal; provided, however, that: (i) such notice be given no fewer than thirty (30) days prior to the last day of the then-current term; and, (ii) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

14.2 Termination.

(a) Either party may terminate this Agreement immediately in the event of any material breach or violation of this Agreement by the other party that is not cured within thirty (30) days of receipt of written notice of said breach from the non-breaching party (except that Customer shall have only ten (10) days to cure any breach of any payment term of this Agreement).

(b) Customer may terminate this Agreement upon 30 days’ notice given at any time; provided, however, that if Customer exercises its right to terminate under this Section 14.2, Customer shall be obligated to make the payment required under Section 14.3(c).

(c) Company will have the option, but not the obligation, to immediately suspend performance of the Services if Customer fails to pay when due amounts determined pursuant to Section 6.

(d) Company will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due amounts determined pursuant to Section 6 and Customer fails to cure such failure within (10) days after receipt of written notice from Company.

(e) This Agreement shall terminate automatically in part or in whole, as applicable, in the event that Q Care, in its sole discretion and in compliance with the notice provisions herein, ceases to provide the Services, or a portion thereof, to third parties.

(f) To the extent that there is a change in law that materially impacts the performance of this Agreement, including but not limited to a change in the 340B Program’s guidance or enforcement activity related to contract pharmacies, the parties shall endeavor to amend the Agreement to comply with the change in law. If a change in law renders performance of this Agreement impossible, either party may terminate this Agreement immediately.

14.3 Effect of Termination. Upon termination of this Agreement for any reason, each party shall return all documents, notes, and other tangible and intangible embodiments of the other

party's Confidential Information. If Customer terminates this Agreement prior to the end of the Term, the Customer shall be responsible for paying to Q Care the sum of the highest quarter's invoices prior to the termination.

14.4 Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement for any reason, terms and conditions which by their nature survive the termination of this Agreement, including, without limitation the provisions of Sections 1, 3 and 5-16 shall survive and continue to bind the parties and their legal representatives, successors, and permitted assigns.

15. MISCELLANEOUS.

15.1 Modification. The terms of this Agreement may not be amended except in a writing signed by both parties.

15.2 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be given or made in writing and delivered by hand delivery, or by certified, registered, or express mail, return receipt requested, and addressed as set forth below (or to such other person or address as the applicable party may from time to time furnish to each other party in accordance with the terms of this Section), with a courtesy copy emailed to the email address set forth below:

For Q Care, to:

Q Care Plus, Inc.
1800 2nd St. Suite 735
Sarasota, FL 34236

ATTN: Lee Horner

Copy to:

Avita
Attn: Legal Department
5700 Granite Parkway, Suite 425
Plano, TX 75024
Email: legal@avitacaresolutions.com

For Customer, to:

Galion City Health Department
Attn: Jason McBride
113 Harding Way East
Galion, Ohio 44833
Email: jason.mcbride@galionhealth.org

Such notices, requests, demands, or other communications shall be deemed received upon personal delivery, or on the third business day following the date of mailing if sent by registered, certified, or express mail.

15.3 Entire Agreement. This Agreement supersedes all prior agreements, arrangements, and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. In the event of a conflict between the language of this Agreement and the Business Associate Agreement, the language and provisions of the Business Associate Agreement shall control to the extent of the conflict.

15.4 Assignment. Customer shall not assign this Agreement in whole or in part, including delegating any rights granted hereunder, without the prior written consent of Q Care. Any assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties and their respective successors and assigns.

15.5 Force Majeure. Q Care shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Q Care's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, pandemics, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.6 Relationship of the Parties; No Third-Party Beneficiaries. Notwithstanding anything to the contrary contained herein, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties. The parties are independent contractors and neither party nor any of its respective directors, officers, employees, or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other or have the authority to bind the other. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.7 No Waiver. The failure by Q Care to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision nor limit Q Care's right to enforce such provision at a later time. All waivers by Q Care must be in writing to be effective.

15.8 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect.

15.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to contracts made and performed in Georgia without regard to conflict of laws principles. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State and County of Fulton, for the purpose of

resolving any dispute relating to the subject matter of this Agreement or the relationship between the parties pursuant to this Agreement.

15.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.

15.11 Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, for the purpose of being bound, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date set forth above.

Q Care Plus, INC.

By: _____

Print Name: Lee Horner

Title: Chief Growth Officer

Date: _____

Galion City Health Department

By: Jason McBride

Print Name: Jason McBride

Title: Health Commissioner

Date: 6/2/2023

Q Care Plus Medical P.C.

By: _____

Print Name: Nancy Shannon, MD

Title: Medical Director

Date: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) dated May 15, 2023 (the “Effective Date”), by and between Galion Health, a nonprofit organization, with its principal place of business at 113 Harding Way East Galion, Ohio 44833 (the “Covered Entity”) and Nancy Shannon, MD an individual (the “Prescriber”). The purpose of this MOU is to memorialize the relationship between the Covered Entity and the Prescriber and their respective expectations and responsibilities.

WHEREAS, Covered Entity receives federal grant funds and is actively registered within the Health Resources and Services Administration (“HRSA”) Office of Pharmacy Affairs Information System (“OPAIS”). Covered Entity is also an eligible “covered entity” participating in the federal 340B drug pricing program under Section 340B of the Public Health Service Act (“340B Program”);

WHEREAS, Covered Entity entered into a Master Services Agreement (the “Agreement”) dated May 15, 2023 with Q Care Plus, INC. (“Company”) and Q Care Plus Medical P.C. (“Practice” and, collectively with Company, “Q Care”) to identify, contract with, and compensate Providers employed by or contracted with Practice (“Providers”) to serve as independent contractors for the provision of telemedicine services through a web-based platform and to facilitate and arrange for telemedicine visits between Covered Entity’s patients, including those patients of Covered Entity who are eligible to receive drugs under the 340B Program (“Eligible Patients”), and a Provider;

WHEREAS, Prescriber is a Provider duly licensed to practice medicine and is employed by or contracted with Practice to furnish telemedicine services through Q Care’s platform; and

WHEREAS, Covered Entity wishes for Prescriber to provide telemedicine services to Covered Entity’s Eligible Patients, pursuant to the Agreement, and Prescriber agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Covered Entity has engaged Prescriber to furnish telemedicine services through Q Care’s platform to patients of Covered Entity, and Prescriber shall furnish such services.

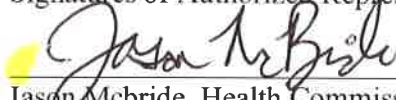
2. Individuals receiving telemedicine services from Prescriber via Q Care’s platform are Eligible Patients of the Covered Entity, and responsibility for the Eligible Patient’s care furnished by Prescriber remains with the Covered Entity. Covered Entity will maintain a patient profile and an electronic medical record for each Eligible Patient that includes records of the telemedicine services furnished by Prescriber to each Eligible Patient.

3. Covered Entity will provide administrative oversight to Prescriber and Q Care for the provision of medical and case management services. Covered Entity will offer and provide such other services to Eligible Patient as appropriate under its federal grant.

4. Prescriber will develop proper documentation of his/her consultations with each Eligible Patient and make note of any changes in medication in the patient's record. Prescriber will communicate with Eligible Patients as necessary and appropriate using the modalities enabled by Q Care for asynchronous communication.

5. Covered Entity and Prescriber will ensure that all Eligible Patients are provided with notice regarding patient freedom of choice in medical provider, testing laboratory and pharmacy.

Signatures of Authorized Representative(s)


Jason McBride, Health Commissioner
Galion City Health Department

Date: 6/2/2023

Nancy Shannon, MD
Q Care Plus

Date: _____

EXHIBIT B

FEES

1. Patient Subscription Fees.

- a. PrEP Service Line. The Patient Subscription Fee is \$300 per Patient per quarter, which amount shall be reflected on Q Care's next monthly invoice following a specified Patient provider consultation, and shall be payable in accordance with the terms and payment schedule set forth in the Agreement.
- b. HEP-C Service Line. The Patient Subscription Fee is \$2,000 per Patient, which amount shall be reflected on Q Care's next monthly invoice following a specified Patient provider consultation, and shall be payable in accordance with the terms and payment schedule set forth in the Agreement.

The invoices related to the first two (2) months of Patient Subscription Fees will be payable at a rate of fifty percent (50%) of the total amount of Patient Subscription Fees invoiced. Thereafter, the Customer is responsible for one hundred percent (100%) of the contracted Patient Subscription Fees.

2. Patient Lab Fees. Patient Lab Fees are \$150 per quarter and will be trued up at the end of the fiscal year assuming there is any overages within the total patient population under care to the Customer.

EXHIBIT C

LAB TESTS

1. Typical tests required by PrEP patients.
 - a. HIV
 - b. Hepatitis B
 - c. Creatinine
 - d. Syphilis
 - e. 3-site STI
2. Typical tests required by HEP-C patients.
 - a. Hepatitis C
 - b. HIV
 - c. Hepatitis B
 - d. Complete blood count
 - e. Creatinine
 - f. Hepatic function panel
 - g. Serum pregnancy test

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