This Master Services Agreement(“**Agreement**”) is entered into as of the **<<NNth>>** day of Month Year (“**Effective Date**”) between **Medicine-On-Time, LLC.**, a Delaware corporation with its principal place of business at 500 North Westshore Blvd., Tampa, FL 33609, (“**Medicine-On-Time**”) and **<<Company>>**, a **<<state>>** Corporation with its principal place of business at <<full address>> ("**Contractor**") for the purpose of setting forth the terms by which Medicine-On-Time may engage Contractor to provide certain services to Medicine-On-Time.

**1.** **Services.** Contractor shall provide those services and results of services (individually and collectively, “**Services**”) as specified in a mutually executed Statement of Work (“**SOW**”) issued under this Agreement or in a Medicine-On-Time purchase order issued in lieu of or in conjunction with a SOW. Should the scope of any SOW change, the parties must document those changes and the impact thereof in a written change order to the applicable SOW (for example, changes to fees, scheduling, acceptance criteria and so forth). No changes to any SOW will be effective unless and until a change order is executed by both parties, and Medicine-On-Time shall not be responsible to pay for any additional Services performed prior to the execution of an applicable change order. Contractor shall not subcontract any Services or portion thereof to any party without Medicine-On-Time’s prior written consent. In addition: (i) Contractor will ensure each of its employees, contractors**,** subcontractors, agents and any other third party engaged by Contractor or acting on Contractor’s behalf (individually and collectively, **(“Personnel”)** is bound by written agreement with Contractor to comply with the terms of this Agreement (including without limit those of confidentiality and data protection), and all requirements of the relevant SOW as such SOW applies to such Personnel; (ii) Contractor agrees that it shall be fully responsible and liable to Medicine-On-Time for all acts, omissions and breaches by its Personnel as if the same were undertaken directly by Contractor; and (iii) Contractor agrees to defend, indemnify and hold Medicine-On-Time harmless against any and all claims, actions, liabilities, damages, costs and expenses alleging that any Personnel violated any of the obligations set forth herein.

**2. Payment.**  Unless otherwise specified in a SOW, (i) Contractor shall invoice Medicine-On-Time within 15 days of the end of each calendar month for all Services provided in the preceding month and (ii) payment of all undisputed fees shall be due thirty (30) days after Medicine-On-Time’s receipt of such invoice. In the event Medicine-On-Time disputes an invoice or line item on an invoice, Medicine-On-Time may withhold payment of the disputed amounts until the dispute is resolved. Medicine-On-Time’s rights and remedies with respect to any disputed amount shall not be restricted in any way or for any reason, including without limit Medicine-On-Time’s failure to identify a disputed fee prior to payment or Medicine-On-Time’s acceptance of Services. Medicine-On-Time shall only reimburse Contractor for reasonable expenses (at cost and without mark-up) as specified in the SOW which are pre-approved in writing by Medicine-On-Time and comply with the applicable Medicine-On-Time Travel and Expense Policy attached hereto as **Exhibit A**. Except as expressly stated in a SOW, Contractor will be solely responsible for the payment of all sales, use, excise, value added or other taxes assessed against or due in connection with this Agreement and the receipt and performance of Services hereunder. In the event any withholding taxes are due in connection with this Agreement, Medicine-On-Time will deduct the amount of such taxes from amounts otherwise due hereunder (with such net payment constituting payment in full) and, upon Contractor’s request, provide documentation evidencing the amount of such taxes sufficient for Contractor to receive a credit for the same.

**3. Acceptance.** Contractor will notify Medicine-On-Time when Developments are ready for Medicine-On-Time’s review and acceptance testing. Within 15 days of Medicine-On-Time’s receipt of the Developments pursuant to such notice, Medicine-On-Time will notify Contractor whether (i) it accepts the Developments, (ii) further amendments are required for the Developments to be accepted, or (iii) additional time is needed to review the Developments. If Contractor is notified that further amendments are required then Contractor will re-deliver the Services together with any applicable amendments within 5 days of such notice. If the re-delivered Services are still not reasonably acceptable to Medicine-On-Time, Medicine-On-Time may reject the Developments (either in whole or in part) and/or terminate the applicable SOW immediately without any obligation to pay for the rejected Developments (or portion thereof). Without limiting Medicine-On-Time’s remedies at law or in equity, Contractor will, within 30 days of Medicine-On-Time’s rejection, refund to Medicine-On-Time all fees previously paid to Contractor in connection with the rejected Developments and any other Developments and Services whose use or value is, in Medicine-On-Time’s good faith judgment, materially degraded as a result of the rejected Developments.

**4. Ownership and License Grant.**

*4.1 Developments.*All products, inventions, documents, writings, graphic designs, photographs, reports, workflows, software, (including modifications and documentation), source code, object code, executable code, and other items, feedback or materials prepared or produced under this Agreement (“**Developments**”) shall be the sole and exclusive property of Medicine-On-Time. Contractor agrees that all Developments shall be “works made for hire” as such term is defined in [**17 U.S.C. §101**](http://www.copyright.gov/title17/92chap1.html%22%20%5Cl%20%22101)to the maximum extent permitted by applicable law, and that Medicine-On-Time shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights (individually and collectively, “**IPR**”) in the Developments. In the event that any Developments do not qualify as works made for hire, Contractor hereby irrevocably assigns to Medicine-On-Time for no additional consideration all rights, title and interests in and to the Developments and all IPR therein including without limit any applications, extensions and renewals therefor. Upon Medicine-On-Time’s request, Contractor agrees to execute written assignments of such rights to Medicine-On-Time (and any other documents necessary for Medicine-On-Time to establish, preserve, perfect or enforce its IPR in the Developments). Contractor hereby waives and agrees not to assert any “moral rights” that Contractor may have in the Developments, and Contractor hereby assigns to Medicine-On-Time all moral rights therein. In the event that any Developments are not assignable to Medicine-On-Time, Contractor hereby grants Medicine-On-Time a non-exclusive, worldwide, perpetual, fully-paid up, irrevocable license in and to those Developments and all IPR therein, including without limit the right to use, copy, sell, distribute (directly and through multiple tiers), and create and own derivative works of those Developments for itself and others and without accounting to Contractor.

*4.2 Pre-Existing Works.* In the event Contractor’s Pre-Existing Work is integrated into Developments, Contractor hereby grants to Medicine-On-Time a non-exclusive, worldwide, perpetual, fully-paid up, irrevocable license in and to those Pre-Existing Works and all IPR therein to the extent necessary for Medicine-On-Time to exercise all of its rights in and to the Developments. “**Pre-Existing Works**” means all information and materials conceived, authored, developed or otherwise created by or on behalf of Contractor prior to or independently from the Services, including without limit designs, discoveries, inventions (whether or not patentable), products, object code, source code, documents, methods, specifications, notes and tools.

**5. Inspection and Audit.** Medicine-On-Time shall have the right to examine the Developments and any work-in-progress at any time upon reasonable notice to Contractor. Furthermore, within 15 days of Medicine-On-Time’s written request, Contractor shall provide sufficient access to its books and records as requested by Medicine-On-Time for the purpose of verifying Contractor’s compliance with the terms of this Agreement or any SOW and the accuracy of the invoices and expenses submitted by Contractor to Medicine-On-Time. Should such review reveal an over-charge then Contractor will, within 15 days, refund to Medicine-On-Time the amount of the over-charge and, if the over-charge is more than five percent (5%) of the fees payable to Contractor for the subject Services then Contractor will also reimburse Medicine-On-Time for all out-of-pocket fees and costs incurred in connection with the review.

**6. Confidential Information**. “**Confidential Information**” means all (i) data (**“Personal Data”, “Personal Health Information (PHI)”, Personal Identification Information (PII)”)** related to any identified or identifiable natural person such as Medicine-On-Time personnel, customers, subcontractors, partners or any other third party including third parties’ personnel (“**Individual(s)**”) and (ii) non-public information provided or revealed by one party (“**Discloser**”) to the other party (“**Recipient**”) or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, requirements, documentation, Developments, and bank account, credit card, financial, marketing and other business information, and any other material or information identified at the time of disclosure as confidential or proprietary, or which otherwise one would reasonably expect to be confidential or proprietary. Except for Personal Data, Recipient’s obligations of confidentiality hereunder shall not apply to information that: (a) is or becomes public through no fault or breach by Recipient, (b) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, (c) is independently developed by Recipient without use of or access or reference to Discloser’s Confidential Information or (d) is disclosed with the prior written approval of Discloser on a case-by-case basis. Recipient may disclose Discloser's Confidential Information as required by law or court order provided: (1) Recipient promptly notifies Discloser in writing of the requirement for disclosure; and (2) discloses only as much of the Confidential Information as is required by such law or court order.

Recipient will not disseminate or disclose Confidential Information to any third party, and will protect Discloser’s Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser’s Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its Personnel with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser’s Confidential Information substantially in accordance with the terms of this Agreement. Recipient shall not use (and shall have no right to use) Confidential Information for any other purpose. In addition, Recipient will have in place reasonable and appropriate technical, physical and organizational measures to protect Confidential Information against accidental or unauthorized access, use, alteration, disclosure, tampering, destruction or loss, and will provide at least a reasonable level of security appropriate to the risk represented by the possession, processing and nature of the Confidential Information to be protected. Such measures shall comply with the laws, rules, regulations and orders of any governmental authority having relevant jurisdiction, including without limit the provisions of any data protection laws and, if applicable, with Payment Card Industry Data Security Standard Requirements (“PCI”).

Contractor shall notify Medicine-On-Time immediately if it becomes aware of an actual or reasonably suspected unauthorized access, use, disclosure, tampering, destruction or loss of Confidential Information (including but not limited to accidental or malicious breaches or other incursions into Contractor’s infrastructure or loss of data) with sufficient detail for Medicine-On-Time to comply with its obligations related to the subject Confidential Information and take steps to prevent or minimize hardships from such disclosures. Contractor will provide full, prompt and good-faith cooperation as requested by Medicine-On-Time in investigating and addressing any such incident(s), and shall make available key personnel with sufficient knowledge to work with Medicine-On-Time to resolve any data privacy or security issues and to determine the scope of the incident, investigate the incident and prepare a written summary of the incident and corrective action taken.

All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or, at Discloser’s option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser’s request, or upon the earlier of the completion of Services or termination of this Agreement. Within 10 days following Medicine-On-Time’s request, Contractor will provide Medicine-On-Time with a written certification, as signed by an officer or executive level employee of Contractor, certifying to Contractor’s compliance with this Section. Recipient agrees that any breach of this section may result in irreparable harm to Discloser for which monetary damages may not be sufficient and that Discloser will be entitled to seek equitable relief without prejudice and in addition to any other rights or remedies the Discloser may have.

**7. Information Security and Personal Data**.

*7.1 Information Security.* Contractor represents that it has and will maintain, at a minimum, the technical and organizational measures and controls specified in **Exhibit B** attached hereto (Medicine-On-Time’s Contractor Security Requirements), and Contractor will update those with equivalent or more protective measures and controls as needed to remain compliant at all times with then-current industry standard practices.

*7.2 Personal Data*. Encompassed with and subject to Contractor’s obligations under Section 6 (Confidential Information), the following additional terms shall apply with respect to any Personal Data that is collected, stored or processed pursuant to this Agreement including without limit names, contact data and any other categories of data identified in the SOW agreed upon for each service.

1. Contractor shall process Personal Data in compliance with Medicine-On-Time’s instructions and will retain Personal Data as long as required by Medicine-On-Time.
2. Contractor shall process Personal Data at the locations agreed upon in the Agreement and shall not transfer Personal Data across country borders unless expressly authorized in writing by Medicine-On-Time. In the event of any international transfer of Personal Data Contractor will, as reasonable and appropriate, cooperate with Medicine-On-Time’s data privacy compliance efforts which may include among other things, obtaining informed consent from the data subject, entering into data transfer agreements, establishing binding corporate rules, EU-US Safe Harbor compliance and/or enter into an agreement with Medicine-On-Time in the form of the standard contractual clauses approved by the European Commission for the transfer of personal data to processors established in countries deemed not to provide adequate protections.
3. When Personal Data is collected on behalf of Medicine-On-Time, if such collection is permitted or required to be done in connection with Contractor’s display or communication of Medicine-On-Time’s name or logo to the public, Contractor shall ensure Medicine-On-Time’s applicable privacy notice is presented at the time of collection. Contractor will also comply with Medicine-On-Time’s reasonable requests to support its obligations provide Individuals with access to Personal Data under applicable privacy and data protection laws.
4. In the event of any actual or reasonably suspected unauthorized access, use, disclosure, tampering, destruction or loss of Personal Data, Contractor will provide Medicine-On-Time (or an independent third party designated by Medicine-On-Time) with access to its premises and systems for the purposes of investigating the breach, upon 48 hours advance notice. Contractor shall notify affected Individuals or regulatory authorities where required by applicable law or requested by Medicine-On-Time, and will take such steps as deemed necessary by Medicine-On-Time to protect affected Individuals from fraud or identity theft as is necessary, including but not limited to making credit reports or watch facilities available, reimbursing Medicine-On-Time and holding it harmless for any cost related to notifications and, where applicable, for the costs of providing credit reporting and/or monitoring services for the Individuals. For purposes of this Agreement, affected Individuals include Individuals actually or potentially affected.
5. Contractor shall inform and train its Personnel who are responsible for handling and protecting Personal Data about privacy laws and regulations, and about the obligation to protect Personal Data in accordance with the requirements of this Agreement.
6. Contractor agrees that any breach of its obligations related to Personal Data will result in irreparable harm for which monetary damages are not sufficient and that Medicine-On-Time will be entitled to equitable relief without prejudice and without the need to post bond, and is in addition to any other rights or remedies Medicine-On-Time may have at law or in equity.

**8. Relationship of the Parties.** Contractor is and shall at all times be deemed to be an independent contractor to Medicine-On-Time and nothing in this Agreement is intended to or shall be construed to establish between the parties any relationship of partnership, joint venture, joint employment, employment, franchise, or agency between the parties. Neither party has authority, and shall not represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party. As an independent contractor, Contractor shall be solely responsible for determining the means and methods for performing the Services. Furthermore, Contractor (and not Medicine-On-Time) shall be responsible for (a) making all applicable payments, reports and collections (including without limit federal, state and local taxes, social security, unemployment compensation and other contributions and withholdings) to and for its Personnel in compliance with all federal, state and local laws, regulations and the like, and (b) paying all applicable wages, benefits and other compensation to and for its Personnel (including without limit medical, dental, workers’ compensation, disability insurance, pension or retirement plans and the like).

**9. Independent Rights**. Nothing in this Agreement shall be construed to obligate Medicine-On-Time to acquire any services from Contractor, or be construed to limit or restrict Medicine-On-Time from acquiring from a third party, or from directly or indirectly developing, marketing or providing to others, services and developments that are the same as, similar to or competitive with the Services and Developments provided under this Agreement.

**10. Personnel**.

**(a) Performance.** Contractor will at all times ensure that its Personnel observe Medicine-On-Time’s work rules, policies and procedures while performing any Services on Medicine-On-Time premises or interacting with Medicine-On-Time employees, including without limit those related to integrity, confidentiality, security, Personal Data and health and safety. Contractor’s Personnel will not remove any materials or property from Medicine-On-Time’s premises without first obtaining Medicine-On-Time’s express consent to do so. Upon Medicine-On-Time’s request, Contractor will immediately remove any individual assigned to perform the Services and assign a replacement with equal or greater skill than the removed individual. In such event, Medicine-On-Time will not be invoiced or obligated to pay for any time or expenses incurred to train and familiarize such replacement with the applicable Services engagement. Prior to accessing Medicine-On-Time premises or any Medicine-On-Time network(s) as part of the Services, Contractor warrants that (i) it will provide or perform (and will obtain appropriate consent to perform) a local, county and federal background investigation for each individual with such access, including a detailed examination of criminal convictions involving a dishonest act (including but not limited to fraud, theft and embezzlement) and injury or threatened injury to another person, and (ii) no items were discovered in such background investigation that could impact the performance or integrity of the Services. Contractor’s breach of this Section will be a material breach of the Agreement. Medicine-On-Time may refuse access to its premises and network(s) at any time and for any lawful reason.

(b) **Employee Non-solicitation.** Neither party shall solicit any employee of the other party working on the Project to leave the employment of the other party during the term of this Agreement (including any extension) and for a period of one (1) year thereafter; provided, however, that nothing in this Agreement shall prohibit any employee from either party from: (1) responding to advertisements in the general media and, except to the extent that such individual was specifically encouraged to respond to such advertisements by the party seeking to hire such individual, there shall be no restrictions on the hiring of the individual employee so responding; or (2) pursuing employment opportunities with other party on his or her own initiative.

**11. Insurance**. Contractor shall maintain in full force and effect during the term of this Agreement:

1. Commercial general liability insurance (including contractual liability coverage) on an occurrence basis for bodily injury, death, “broad form” property damage, and personal injury, with coverage limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate for bodily injury and property damage;
2. Auto liability insurance covering all owned, non-owned and hired vehicles, with coverage limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage;
3. Worker’s compensation insurance as required by law in the state where the Services will be performed, including employer’s liability coverage for injury, disease and death, with coverage limits of not less than one million dollars ($1,000,000) per accident and employee;
4. Umbrella liability insurance on an occurrence form, for limits of not less than three million dollars ($3,000,000) per occurrence and in the aggregate; and
5. Cyber Liability Insurance on an occurrence for limits not less than two million dollars ($2,000,000) per occurrence and in the aggregate, and;
6. Professional liability (Errors & Omissions) on an occurrence or claims-made form, for limits of not less than two million dollars ($2,000,000) annual aggregate. If coverage is written on a claims-made form, coverage must be maintained for a period of no less than 3 years after termination of this Agreement.

Insurance carriers must be rated A-VII or better by A.M. Best Company. “Medicine-On-Time Corporation’” is to be named as an Additional Insured on the Commercial General Liability policy. Contractor’s coverage shall be considered primary without right of contribution of Medicine-On-Time’s insurance policies. Policies shall contain a Severability of Interests clause. Policies shall provide thirty (30) days written notice prior to cancellation, except in the event of non-payment, which shall require at least ten (10) days notice.

In no event shall the foregoing coverage limits affect or limit in any manner Contractor’s contractual liability for indemnification or any other liability of Contractor under this Agreement. Contractor shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Contractor under this section. All of Contractor's activities under this Agreement shall be at Contractor's own risk, and Contractor’s Personnel and agents shall not be entitled to any benefits under the policies of insurance maintained by Medicine-On-Time.

**12. Warranties.** During the term of this Agreement,Contractor hereby represents and warrants to Medicine-On-Time that Contractor and its Personnel:

1. have all authority, licenses, permits, consents and legal documentation necessary to enter into and perform under this Agreement, and will fully comply with all applicable laws, codes, and regulations (including without limit those regarding the environment, labor and employment, data privacy, export and import);
2. have no knowledge of (or reason to suspect) any actual or potential conflicts of interest concerning the Services, and performance hereunder will not result in a breach of any agreement with a third party;
3. will not use or provide Medicine-On-Time with any third party confidential or proprietary information or materials or documents unless Contractor has obtained written authorization from such party for the possession and use of such information and materials; and
4. will provide the Services with all necessary care, skill and diligence in a professional manner pursuant to the highest industry standards, and that the Services (and any product(s) provided therewith) will meet all specifications as set forth in the applicable SOW or as otherwise agreed by the parties.

For Services not performed as warranted Contractor will, at its sole cost and expense and at Medicine-On-Time’s option, either: (i) promptly re-perform the Services free of charge to Medicine-On-Time’s satisfaction; or (ii) refund the relevant fees paid for such deficient Services together with any additional expenditure incurred by Medicine-On-Time in obtaining substitute services from a third party.

**13. Indemnification.** Contractor shall indemnify, hold harmless and, at Medicine-On-Time’s request, defend Medicine-On-Time and its officers, directors and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable legal fees) arising from (a) any personal injury, including death and disease, or damage to property caused by or resulting from Contractor’s acts or omissions, (b) Contractor’s breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, (c) any claims that the Services and/or any Developments prepared or provided by or on behalf of Contractor hereunder infringe or misappropriate the IPR of any third party, and/or (d) any claims or determinations that a relationship other than that of independent contractor was established between Medicine-On-Time and Contractor or any Contractor Personnel.Medicine-On-Time shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which Medicine-On-Time is a defendant, with such approval not to be unreasonably withheld. Contractor agrees that Medicine-On-Time shall have the right to participate in the defense of any such demand, suit or cause of action concerning matters that relate to Medicine-On-Time. Contractor may not enter into any settlement without Medicine-On-Time’s express written consent (which shall not be unreasonably be withheld), unless such settlement (i) releases Medicine-On-Time in full for all claims, (ii) does not impose any obligation on Medicine-On-Time, other than ceasing use of the infringing items (if any), and (iii) includes no admission of any kind by or on behalf of Medicine-On-Time. If, in Medicine-On-Time's reasonable judgment, a conflict exists in the interests of Medicine-On-Time and Contractor, Medicine-On-Time may retain its own counsel whose reasonable fees shall be paid by Contractor.

**14. Limit of Liability**.

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMIT ANY DAMAGES FOR LOST PROFITS) INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. NOTWITHSTANDING THE FOREGOING, NO LIMITATIONS OF LIABILITY SHALL APPLY TO ANY BREACHES OF SECTION 6 (CONFIDENTIAL INFORMATION), SECTION 7 (INFORMATION SECURITY AND PERSONAL DATA) OR SECTION 13 (INDEMNIFICATION).
3. MEDICINE-ON-TIME SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY DAMAGES OF ANY KIND INCURRED BY CONTRACTOR AS A RESULT OF MEDICINE-ON-TIME’S TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

**15. Conduct**. Contractor understands that Medicine-On-Time is a follower of the United Nations Global Compact (“**Global Compact**”). As a follower, Medicine-On-Time encourages and expects Contractor to conduct its business pursuant to the [Global Compact’s Ten Principles](https://www.unglobalcompact.org/what-is-gc/mission/principles). The Global Compact is an international initiative working to advance ten universal principles in the areas of human rights, local labor laws, environmental and anti-corruption.

**16. Publicity.** Contractor shall have no right to use Medicine-On-Time’s name, logos or trademarks or otherwise make any direct, indirect or implied reference to Medicine-On-Time, its relationship with Contractor or any benefits Medicine-On-Time has or may derive from the Services or its relationship with Contractor, without obtaining prior express written consent from Medicine-On-Time’s Public Relations department on a case by case basis (and not as part of any SOW, order form or other document issued by or on behalf of Contractor under this Agreement).

**17. Term and Termination**.

*17.1 Term*. The term of this Agreement will begin on the Effective Date and will continue until terminated as specified herein.

*17.2 Termination*.

1. Termination by Contractor. Contractor may terminate this Agreement if Medicine-On-Time materially breaches this Agreement and fails to cure such breach (or provide Contractor with a reasonable plan to cure such breach) within 30 days of receiving written notice from Contractor detailing the breach.
2. Termination by Medicine-On-Time. Medicine-On-Time may terminate any SOW (or portion thereof) and/or this Agreement at any time, with or without cause, by notifying Contractor in writing.
3. Termination is effective immediately unless otherwise specified in the termination notice.
4. Termination of the Agreement by either party shall result in termination of all SOWs issued under this Agreement.

*17.3* *Effect of Termination*. Upon termination of this Agreement, (i) Medicine-On-Time will pay for accepted Services and/or Developments (as applicable in connection with each SOW) and expenses incurred through the date of such termination, not to exceed the lesser of the rates or fees specified in the applicable SOW or the amount authorized for payment under the applicable purchase order, (ii) Contractor will provide Medicine-On-Time with transition assistance, if any, at Medicine-On-Time’s expense (with rates not to exceed the Contractor’s standard Services rates), and (iii) Contractor will at no additional cost promptly deliver to Medicine-On-Time all of its data and materials, as well as all Developments including works-in-progress.

**18. Notices**. All notices required or permitted under this Agreement will be in writing and delivered by digitally signed email, personally, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in a SOW.

If to Medicine-On-Time:

Medicine-On-Time, LLC.

500 N. Westshore Blvd.

Suite 620

Tampa, FL 33609

Attention: <<email or cc>>

With a copy via fax or email to: <<email/phone>>

If to Contractor:

<<Contractor Name>>

<<Contractor Address>>

<<Contractor City, State, Zip>>

Attention: <<email and or cc>>

**19. Affiliates**. Medicine-On-Time’s Affiliates shall have the right to use Services (including Developments) on behalf of Medicine-On-Time or on their own behalf, and may acquire Services directly from Contractor under a SOW to be executed by Contractor and such Affiliate (“**Affiliate SOW**”). Affiliates shall be solely responsible to Contractor for all obligations under their respective Affiliate SOW(s) and under this Agreement as it relates to such Affiliate SOW. “**Affiliate”** means any entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Medicine-On-Time or any direct or indirect parent company of Medicine-On-Time. As used in this definition, “**control**” means the ability to direct or cause the direction of the management or policies of an entity, whether directly or indirectly through ownership, contract or otherwise.

**20.** **Export**. Contractor shall comply with all applicable international, national, federal, state and local laws, regulations and rules governing the Services and Developments, including compliance with any export licenses in performing its duties hereunder. Contractor shall not export or re-export any software, personal computer system, part, technical data or sub-elements under this Agreement (“**Technical Data**”), directly or indirectly in violation of export control laws or regulations of the United States or other countries including the United States Department of Commence Denial and Probation Orders and sanctions administered by the Office of Foreign Assets Control, and, furthermore, shall not distribute Technical Data to any country, firm or person listed on such Orders or sanctions. Software and Technical Data is prohibited for export or re-export to any destinations prohibited by applicable export and import laws, rules and regulations, without first obtaining a license (including, but not limited to Cuba, North Korea, Iran, Syria and Sudan or to any country subject to relevant trade sanctions). Contractor is responsible for maintaining internal procedures to comply with relevant export laws and agrees that such compliance shall be at its own expense and legal direction. Contractor shall obtain and maintain in effect all licenses, permits and authorizations required for the performance of its obligations hereunder and shall provide Medicine-On-Time with all applicable information to enable Medicine-On-Time’s compliance with relevant laws and regulations, including, but not limited to, applicable U.S. Export Control Classification Numbers and other information as Medicine-On-Time may reasonably request. A breach of this section by either party is deemed a material breach and grounds for termination of this Agreement for cause.

**21. Compliance with Anti-Corruption Laws**.  Contractor shall comply (and shall ensure its officers, directors, employees and contractors, subcontractors, agents and any person or entity acting on its behalf or under its control comply) with all applicable U.S. and international anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act.    No payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity.  Contractor shall cooperate fully in Medicine-On-Time’s efforts to enforce the terms of this provision, including but not limited to providing, upon request from Medicine-On-Time (i) certification of compliance with this provision as signed by an authorized representative of Contractor and (ii) reasonable and prompt cooperation at Contractor’s expense with respect to any investigation relating to this provision.

**22. Survival.** Except as expressly set forth herein, the rights and obligations set forth in Sections 2 (Payment), 4 (Ownership and License Grant), 5 (Inspection and Audit), 6 (Confidential Information), 7 (Information Security and Personal Data), 8 (Relationship of the Parties), 9 (Independent Rights), 11(e) as applicable (Insurance), 12 (Warranties and Remedies), 13 (Indemnification), 14 (Limit of Liability), 16 (Publicity), 17.3 (Effect of Termination), 18 (Notices), 20 (Export), 21 (Compliance with Anti-Corruption Laws) and 23 (General) shall survive expiration or termination of this Agreement.

**23. General**.

*23.1 Governing Law; Venue*. This Agreement will be governed by and construed exclusively in accordance with the laws of Florida without regard to principles of conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in Tampa, Florida, and the parties hereby consent to personal jurisdiction and venue therein.

*23.2* *Severability*. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement shall remain in full force and effect.

*23.3* *No Waiver*. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. All of the remedies provided for in this Agreement are non-exclusive and without prejudice to any other rights Medicine-On-Time may have at law or in equity.

*23.4 No Assignment*. Contractor may not assign or otherwise transfer any of its rights or obligations under this Agreement (whether by operation of law, change of control, or otherwise), except to any successor to its business by merger, acquisition, consolidation or sale of assets, or to any entity controlling, controlled by or under common control with the Contractor; provided, however, that such assignee or transferee is not a competitor of Medicine-On-Time.

*23.5 Equal Opportunity Employer.* Contractor represents that (i) it is an equal opportunity employer and does not discriminate on the basis of race, sex, sexual orientation, age, national origin, disability, marital status, veteran status or any other basis forbidden by law, (ii) that Services will be provided/performed in conformance with the above stated nondiscrimination policy and all applicable equal opportunity laws and policies and (iii) Contractor will not directly or indirectly violate the letter or spirit of such laws and policies.

*23.6* *Entire Agreement and Amendments*. This Agreement (including all exhibits, amendments, attachments, SOWs and documents incorporated by reference) contains the entire Agreement between the parties related to this subject matter and no alteration or variation of the terms of this Agreement shall be valid unless made in a writing signed by both parties. No terms issued by Contractor or appearing on any other document provided by Contractor including without limit any order or purchase order acknowledgment form will have any force or effect or otherwise be binding on the parties. In the event any conflict or inconsistencies arise between the terms of this Agreement and the terms of any SOW issued hereunder, the terms of the SOW shall govern with respect to the Services provided under that SOW only. This Agreement supersedes any prior or contemporaneous agreements or understandings between the parties hereto.

*23.7* *Counterparts.* Signed facsimile and copies of original signatures (including without limit photocopies and those in PDF format) of this Agreement and any exhibits, attachments or SOWs hereto shall legally bind the parties to the same extent as originals. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument.

*23.8* *Subject Headings*. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

|  |  |
| --- | --- |
| **MEDICINE-ON-TIME, LLC.** | **<<Contractor>>** |
| **By:** | **By:** |
| **Printed Name:** | **Printed Name:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |

**EXHIBIT A**

**Medicine-On-Time Supplier Travel and Expense Policy**

The Medicine-On-Time Supplier Travel and Expense Policy (“Policy”) applies to each supplier of products or services (“Supplier”) of Medicine-On-Time, LLC (“Medicine-On-Time”), or its applicable affiliate(s), and each of Supplier’s employees, temporary employees, independent contractors, subcontractors and agents where Medicine-On-Time or its affiliate is reimbursing or paying for the expenses of these individuals. In the case where a Medicine-On-Time affiliate is reimbursing or pay for the expenses of the Supplier individual, the reference to Medicine-On-Time herein shall mean Medicine-On-Time affiliate.

1. Unless specifically authorized in writing by Medicine-On-Time, no travel and expense costs will be covered by Medicine-On-Time.
2. Medicine-On-Time will only cover Supplier travel and expense costs in certain situations and in such cases both Medicine-On-Time and the Supplier shall have specified in writing the maximum amount that Medicine-On-Time will pay or reimburse.
3. Typically, Medicine-On-Time will only cover travel and expense costs if the Supplier’s personnel are traveling.
4. Unless otherwise authorized in writing by Medicine-On-Time, a Supplier shall not submit for payment or reimbursement any amount which exceeds the limits specified herein.

EXPENSES WHICH EXCEED THIS POLICY WILL NOT BE REIMBURSED UNLESS MEDICINE-ON-TIME HAS APPROVED SUCH EXCEPTIONS IN WRITING.

**1) Travel Expenses.** A Supplier will only be reimbursed for actual, ordinary, necessary and reasonable travel expenses incurred while furthering Medicine-On-Time's business interests as mutually agreed between Supplier and Medicine-On-Time in advance in a written agreement between the parties. In order for reimbursement to be applicable, travel must be mutually discussed, arranged and agreed to in writing by Supplier and Medicine-On-Time. “Reasonable” is defined as that which enables the Supplier’s personnel to travel comfortably but not extravagantly. The reasonableness of any expense shall be determined by Medicine-On-Time in its sole discretion. No “per diems” shall be authorized. Suppliers are reimbursed for actual costs, and are not provided with a set "daily allowance." Evidence of expenditure is required to be retained by Supplier for any expenditure over U.S. $25 and shall be provided to Medicine-On-Time upon request.

**2) AIR TRAVEL.** Supplier’s personnel are to fly in economy or coach class and are required to select the lowest usable fare (“LUF”) which allows the Supplier personnel to achieve Medicine-On-Time’s business objectives. Lowest Usable Fare is defined as the lowest available fare on flights which depart or arrive within a five-hour window (two and one-half hours on either side) of the traveler's required departure or arrival time. An explanation must be provided by the Supplier to Medicine-On-Time upon submission of reimbursement if the actual fare used exceeds the LUF. If the fare difference is $250 or more, Supplier must get verbal or written approval from the Medicine-On-Time sponsoring department prior to ticketing or the difference will not be reimbursed.

* First class and business class travel are not approved by Medicine-On-Time and Medicine-On-Time shall not reimburse Supplier for such expenses.
* Travel decisions cannot be based on frequent flyer benefits. Medicine-On-Time will not reimburse any additional costs related to the accrual or administration of frequent flyer benefits.
* Reservations should be made as far in advance as possible to capture savings from advance purchase fares. Non-refundable tickets should be utilized when it is sensible to do so. Non-refundable tickets and/or applicable change fees will not be reimbursed if a trip is changed or canceled and the ticket cannot be re-used for Medicine-On-Time-related business. Lost ticket application fees will not be reimbursed. Charges for travel insurance shall not be reimbursed.

**3) GROUND TRANSPORTATION.** Supplier’s personnel should utilize the most cost-effective mode of transportation for their destination. Ground transportation will be reimbursed for shuttle, bus, taxi or car rental subject to this Policy. Commercial shuttle services or hotel transportation to and from the airport should be used whenever possible. Taxi services should be used only if such other transportation is not available, not reasonable or in emergency situations. If a rental car is necessary and the Supplier’s personnel have obtained Medicine-On-Time’s approval, such personnel may rent a compact car or equivalent lowest cost option. A mid-size car may be rented if there will be three (3) or more individuals involved. The Supplier's company or individual’s personal car insurance applies. It is Supplier and Supplier personnel’s responsibility to obtain and maintain appropriate levels of auto insurance. Medicine-On-Time will not reimburse for any auto insurance costs. Parking, cab, gas and toll expenses will be reimbursed to the extent that they are necessary and reasonable. Rental cars should be re-fueled prior to return. Fines for parking, traffic violations or towing charges will not be reimbursed. Where Medicine-On-Time is reimbursing for a rental car and fuel costs, Medicine-On-Time will not reimburse for driven mileage.

**4) MEALS & LODGING.** Reimbursement for overnight lodging will be provided only if the overnight lodging is a Medicine-On-Time business-related requirement and specifically approved by Medicine-On-Time in advance in writing. Subject to the limits specified herein, Medicine-On-Time will reimburse reasonable meal and lodging expenses actually incurred. However, lodging expenses shall not be reimbursed at a rate greater than the prevailing commercial rates in effect within a reasonable distance from the destination location. Further, out-of-pocket costs of meals, including tax and tip, shall not exceed a maximum of U.S. sixty dollars ($60) per day. Alcohol and other expenses of a personal nature (e.g. shop purchases, sundry items, toiletries, hotel movies etc.) shall not be reimbursed and all amounts and taxes for such purchases shall be deducted by Supplier from any reimbursement requests or invoices presented to Medicine-On-Time. If a hotel is utilized that offers free breakfast, additional breakfast expenses will not be reimbursed. Non-refundable lodging commitments and/or applicable change fees will not be reimbursed if a trip is changed or canceled. No-show charges incurred by failing to cancel unused hotel reservations will not be reimbursed.

**5) PHONE EXPENSES.** Typically, phone expenses are not to be reimbursed by Medicine-On-Time and should be at Supplier or Supplier personnel’s cost. In cases where there are valid business reasons for Medicine-On-Time to reimburse for such costs, Supplier must get written approval from the Medicine-On-Time sponsoring department prior to incurring the phone expenses and only Medicine-On-Time-related phone expenses will be reimbursed. In cases where Medicine-On-Time is agreeing in advance to reimburse for such phone costs, the lowest reasonable cost options should be utilized including use of the Supplier's company, personal phone or phone card to avoid hotel and pay phone rate mark-ups.

**6) OTHER EXPENSES.** All other expenses should be discussed with and authorized by the Medicine-On-Time individual or department responsible for reimbursing the expenses in writing prior to incurring such expenses. Otherwise these expenses will not be reimbursed.

**7) LOCAL TRAVEL.** In order to provide cost-effective services to Medicine-On-Time, Supplier shall use reasonable efforts to supply qualified local personnel for performance of services for Medicine-On-Time to the extent reasonably possible. Medicine-On-Time shall have no responsibility to reimburse any travel expenses performed by local personnel supplied by Supplier. For the purposes of this policy, the term “local” shall mean residence or Supplier designated office of the applicable personnel within a fifty (50) mile radius of the location where the applicable services are performed.

**8) INTERNATIONAL TRAVEL.** For international travel, currency exchange rates shall be indicated in all invoices or statements. Fees for currency conversion shall not be reimbursed. All expense limits in this Policy are in U.S. dollars. For international travel, the expense limit should be adjusted by the applicable exchange rate. Where appropriate, such as lower cost countries, any expenses submitted to Medicine-On-Time for reimbursement should not exceed commercially reasonable rates for the international location.

**9) REIMBURSEMENT**. Supplier’s personnel are to use their own personal or company credit card for travel expenses and Supplier must submit an invoice to Medicine-On-Time for reimbursement in accordance with the Supplier agreement or purchase order terms and conditions. Submissions to Medicine-On-Time for reimbursement must reference a valid purchase order to be reimbursed. Reimbursement requests and invoices which do not reference a purchase order will be rejected or returned to the Supplier. All expense claims shall be submitted on a monthly basis and must be submitted within three (3) months of the actual expense. Spousal travel costs will not be reimbursed.

**10) TRAVEL TIME.** Travel time shall not be charged to Medicine-On-Time and shall be non-billable.

**11) GENERAL MINIMIZATION OF COSTS.** Medicine-On-Time would like to have very communicative relationships with its Suppliers and is always open to discussing lower cost options. If certain travel circumstances may be more beneficial to Supplier and Medicine-On-Time, yet would be exceptions to the policy described herein, Medicine-On-Time is open to considering such exceptions.

**EXHIBIT B**

**Medicine-On-Time’s Contractor Security Requirements Level 2**

**A. Medicine-On-Time Security and Architecture Requirements**

In addition to, and in no manner in lieu of, the requirements set forth in this Contractor Security Requirements Level 2 document, Contractor will operate in good faith within the parameters of Medicine-On-Time’s Information Security policy and relevant standards, and industry best practices for information security.

Nothing herein is intended or shall be construed to limit or otherwise amend Contractor’s obligations to Medicine-On-Time under any agreement, statement of work or other terms or conditions between Medicine-On-Time and Contractor. In the event of any conflict between such provisions and this document, the stricter, higher or more protective standard shall govern unless otherwise expressly agreed to in a writing signed by both parties.

**B. Third Party Review or Assessment**

Contractor commits to maintain and renew as required by the applicable certification, the third party assessment, audit or review provided to Medicine-On-Time during the vendor selection phase. If such assessment, audit or review was not required or not applicable during vendor selection, Contractors will, at Medicine-On-Time’s request, provide an independent, third party assessment, audit or review which attests to the effectiveness of controls related to the requirements defined below in *Section C Security*. Contractor must provide this review, to be conducted at Contractor’s expense, within 6 months of Medicine-On-Time’s request and annually thereafter. For the purposes of this section, Medicine-On-Time will accept either ISO 27001 or SSAE 16 (SOC 1 and SOC 2) as third party assessments.

**C. Security**

***1. All-Level Requirements***

1. Contractor shall ensure that the system (Network, Hosting and Application) is designed in compliance with the least privilege principle.
2. Contractor shall ensure that the separation of duty principle is rigorously applied.
3. Contractor shall enforce the use of strong passwords for all systems (Network, Hosting, and Application). Contractor shall ensure that credentials are never sent in clear text format.
4. Contractor shall ensure that access to the system (Network, Hosting and Application) is logged and access to the log file is restricted.
5. For administrative accounts, Contractor shall use a two-factor authentication.

***2. Network-Level Requirements***

a. Contractor must use firewall(s) to protect hosts/infrastructure handling Medicine-On-Time products, proprietary information, or data. The firewall(s) must be able to effectively perform the following functions: stateful inspection, logging, support for all IPSec standards and certificates, support for strong encryption and hashing, ICMP and SNMP based monitoring and anti-spoofing. Contractor may use NIST SP800-41 provided guidelines for handling firewall(s).

b. Contractor must have network-based security monitoring for the segment(s) on which hosts handling Medicine-On-Time data are logically located.

c. Contractor must assess network-level vulnerabilities through penetration testing and a vulnerability assessment conducted by a third-party/independent group and remediate critical vulnerabilities within 30 days. This third-party/independent group assessment must be conducted, at a minimum, annually or after significant changes have been made to network architecture. Contractor shall employ ongoing, active network scanning to assess potential vulnerabilities, and shall remediate those vulnerabilities within a reasonable time, not to exceed 30 days.

d. If the Contractor is receiving remote access to Medicine-On-Time systems, Contractor will abide by Medicine-On-Time’s 3rd Party Connectivity Standard.

***3. Hosting-Level Requirements***

a. Contractor must implement operating system hardening for hosts/infrastructure handling Medicine-On-Time products and/or data. Operating system hardening includes, but is not limited to, the following configurations and practices: strong password authentication, inactivity time-out, turning off unused ports/services, implement log management and disabling or removal of unnecessary or expired accounts, timely patching and updates to system software. In addition, Contractor must implement strong access control and restrict access to operating system configurations to privileged users for hosts/infrastructure handling Medicine-On-Time products or data.

b. Contractor must have a documented patch management program and regularly perform patch management on all systems that host or handle Medicine-On-Time data. Contractor must implement critical patches within vendor recommended timeframes on all systems that hosts or handles Medicine-On-Time data, not to exceed 30 days.

c. Contractor must implement specific controls to track and verify activities of users with elevated privileges to systems that host or handle Medicine-On-Time data, including, but not limited to maintaining log files, separation of duties, cameras, etc.

d. Contractor must, at a minimum, quarterly assess system-level vulnerabilities and remediate critical vulnerabilities within 30 days.

e. Contractor must employ a comprehensive anti-virus solution with timely signature updates for hosts which handle Medicine-On-Time products or data.

f. All servers used to provide services must be dedicated exclusively to host Medicine-On-Time data. Contractor must segregate all Medicine-On-Time data on a separate server. Such server may be in a rackspace with servers that contain non-Medicine-On-Time data. In any event the rackspace and the servers must be protected with appropriate physical security mechanisms, including but not limited to badged access, locked cages, secure perimeter, cameras, alarms, and enforced user provisioning controls.

g. If no physically segregated environment is available, Contractor must implement and maintain logical controls to prevent data leakage between customers and to the external environment. All endpoints must run a data monitoring and protection tool to ensure proper identification of sensitive data and its leakage.

***4. Application-Level Requirements***

a. Contractor must maintain documentation on overall application architecture, process flows, and security features for applications handling Medicine-On-Time data.

b. Contractor must employ documented secure programming guidelines and protocols in the development of applications processing or handling Medicine-On-Time data. Contractor shall be responsible for verifying that all members of the developer team have been successfully trained in secure programming techniques. In particular, developers shall be familiar with OWASP top 10 and the CWE top 25 vulnerabilities and their appropriate remediation techniques.

c. Contractor must have a documented application patch management program and regularly perform patch management on all applications that host or handle Medicine-On-Time data. Contractor must implement critical patches within vendor recommended timeframes on all applications that host or handle Medicine-On-Time data, not to exceed 30 days.

d. Contractor must have a documented program for independent secure code review and maintain documentation of secure code reviews performed for all applications that host or handle Medicine-On-Time data.

e. Contractor must employ industry standard change management standards for all applications hosting or handling Medicine-On-Time data.

f. Contractor must use a threat model methodology to identify the key risks to the important assets and functions provided by the application, conduct an analysis of the most common programming errors, and document in writing that they have been mitigated.

g. Contractor must assess application and system level vulnerabilities and remediate them as described in subsection (i) below. For the purposes of this section, vulnerabilities must be assessed, at minimum, on a quarterly basis, and before go-live of any service to Medicine-On-Time and/or go-live of Medicine-On-Time applications.

h. Contractor shall employ industry standard scanning tools to identify vulnerabilities in application development and testing phases as well as hosting system vulnerabilities (e.g. Checkmarx, HP Fortify, Rational Watchfire, Qualys/Nessus, respectively).

i. The Contractor shall remediate all vulnerabilities identified prior to production, with the exception of vulnerabilities identified as “low” as reported by the scanning tools which may be fixed subsequent to go-live. For applications developed for Medicine-On-Time, the Contractor shall provide recent scans to Medicine-On-Time on demand.

j. Contractor shall adhere to secure deployment practices. In particular, Contractor shall ensure that deployed applications are not running as root, but rather as user level or service level with restricted privileges.

***5. Data-Level Requirements***

a. Contractor must use NIST approved encryption standards (e.g. SSH, SSL) for transmission of Medicine-On-Time data that is considered Confidential Information and the Contractor must use NIST approved encryption or hashing standards for storage of Medicine-On-Time data that is considered Confidential Information.

b. Data and media must be destroyed according to NIST SP 800-88 and U.S. Department of Defense specifications.

c. Contractor must ensure that access to information and application system functions, architecture documentation, vulnerability reports and Medicine-On-Time data such as source code is restricted to authorized personnel and protected as confidential information. All Medicine-On-Time information is confidential unless explicitly stated otherwise.

***6. End User Computing Level Requirements***

a. Contractor must employ a comprehensive anti-virus solution with timely signature updates for end user computing devices which handle Medicine-On-Time products or data.

b. Contractor will, without exception, prohibit and disable the use of non managed remote devices for storing or carrying, or in use with machines handling Medicine-On-Time data. Remote devices include without limit flash drives, CDs, and mobile devices.

c. Contractor must keep all critical OS-level patches up to date.

d. Contractor must keep all recent critical browser-related patches up to date.

e. Contractor must use recent browser release (e.g. IE8 and above, Firefox 3.6 and above, Safari 5 and above)

***7. Breach Notification Requirements:***

a. Contractor must notify Medicine-On-Time immediately if a breach occurs involving confidential Medicine-On-Time data and/or any personally identifiable information (PII) associated with Medicine-On-Time employees, contractors, affiliates, customers, or potential customers.

b. The Contractor must work with Medicine-On-Time promptly and in good faith as required to resolve the breach or incident, and in conjunction with any associated investigations.

***8. Compliance Requirements (HIPAA, …)***

a. Notwithstanding any of the foregoing, Contractor must adopt appropriate physical, technical and organizational security measures in accordance with industry standards, including but not limited to building access control, employee security awareness education, etc.

b. Contractor will perform of background verification checks on all of its employees and contractors [user of what?]. Such background checks must be carried out in accordance with relevant laws, regulations, and ethics, and must be proportional to the business requirements, the classification of the information to be accessed, and the perceived risks of customer data loss associated with the Contractor’s performance of services.

c. Contractor will maintain an Information Security Policy (ISP), reviewed and approved at the executive level on at least an annual basis. The Contractor should communicate the ISP to its employees, contractors, and subcontractors, and make the ISP available at all times. Contractor commits to enforcement of the provisions of that ISP, including but not limited to security training for employees as well as enforcement of security awareness and good security practices including but not limited to a clean desk policy; locking screens; not sharing passwords; not keeping physical copies of passwords; questioning unknown individuals on premises.

d. Contractor must be in compliance with all applicable regulatory requirements whether regional or global, and hereby gives Medicine-On-Time the right, either directly or through a qualified and independent third party chosen by Medicine-On-Time and not unreasonably objected to by Contractor, to audit Contractor’s compliance with the requirements set forth in this document. Such audit shall be at Medicine-On-Time expenses, during regular business hours at Contractor’s facilities (or other facilities where Medicine-On-Time data is processed) on a mutually agreed to date(s), but no later than seven (7) days from the date of the audit notice. Contractor shall promptly (and in good faith) provide Medicine-On-Time access to the relevant personnel, records and facilities.

**Resources:**

* + NIST Guidelines on Firewalls and Firewall Policy – Publication 800-41

<http://csrc.nist.gov/publications/nistpubs/800-41-Rev1/sp800-41-rev1.pdf>

* + OWASP top 10 Vulnerability

<https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project>

* + OWASP Translations

[https://www.owasp.org/index.php/Category:OWASP\_Top\_Ten\_Project#tab=2010\_Translation\_Efforts](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project%22%20%5Cl%20%22tab=2010_Translation_Efforts)

* + NIST Approved Cryptographic Standards

<http://csrc.nist.gov/groups/ST/toolkit/index.html>

* + 2011 CWE/SANS Top 25 Most Dangerous Software Errors

<http://cwe.mitre.org/top25/>

**EXHIBIT C**

**Sample Statement of Work (SOW)**

This Statement of Work (SOW) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Medicine-On-Time, LLC. (“Medicine-On-Time”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) pursuant to that master services agreement (MSA) dated **<<Date>>** between the Parties (the “Agreement”). Pursuant to the terms of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

# Section I – GENERAL TERMS:

This SOW is subject to all of the terms of the Agreement. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement. Notwithstanding the foregoing, if a provision of this SOW specifically references a provision in the Agreement and provides that the provision of this SOW shall control in the event of a conflict, then such provision in this SOW shall control with respect to the work under this SOW.

The term of this SOW shall commence on **<<Date>>** and shall expire upon the later of (i) Company’s Final Acceptance of all work under this SOW, or (ii) **<<Date>>**. In the event this SOW exceeds the Term of the Agreement, the terms and conditions of the Agreement shall remain in effect for the benefit of this SOW only.

This SOW may be executed in any number of counterparts by the Parties hereto and delivered in person or by facsimile, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same SOW.

# Section II – SERVICES PROVIDED:

Listed below are descriptions and/or specifications of the services to be performed and the Deliverables (which shall include, without limitation, source code, system and user documentation for any software deliverable) to be delivered to Medicine-On-Time under this SOW. Also included in the descriptions below are the completion and acceptance criteria/metrics and the resources and skill sets required for the services and deliverables under this SOW:

## Key Contacts

Listed below is the name and address of a Project Manager and Contact Person for each Company and Service Provider:

**Business Component Project Manager:**

(Insert name, address and phone)

**Business Component Contact Person**: (if different from Project Manager)

(Insert name, address and phone)

**Service Provider Project Manager**:

(Insert name, address and phone)

**Service Provider Contact Person**: (if different from Project Manager)

(Insert name, address and phone)

## Special Requirements

Listed below are any special requirements for the frequency, format, and substance of written and/or oral progress reports by Contractor under this SOW.

## Functional Specifications

Listed below are the detailed functional and technical specifications and standards for all Services and Deliverables, including, without limitation, test plans, test scripts and quality standards.

***Example***

*Sample Feature shall provide users read/write access to specific data through a user interface element and present it in a manner suitable for use by practitioners dependent on the data. The sample feature will return all data available and should any data be missing it shall be unambiguously stated in a US Section 508 compliant manner to the user that the information for that specific data element is unavailable.*

*Acceptance metrics shall be the following:*

1. *The functionality provides the proper data on request to the user*
2. *The data is presented in a manner compliant with US Section 508 requirements*
3. *The data retrieved was stored in a manner compliant with US HIPAA encryption requirements*
4. *The functionality is free of defects that affect its use and stability*
5. *The functionality does not destabilize or otherwise affect the rest of the application*
6. *The time and materials cost does not exceed that specified in this statement of work*

## Documentation

Listed below are the documentation standards the Contractor will follow with respect to the Services and the Deliverables under this SOW.

***Example***

1. *Appropriate documentation to enable the user to leverage sample feature*
2. *Appropriate documentation to allow technical support to assist users in times of trouble*

## Contractor Responsibilities

Listed below are specific responsibilities and roles that Contractor shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Services.

***Example***

1. *Software Tooling – Contractor is responsible for acquiring and the proper use of any software tools required to design, develop and test the required functionality*
2. *Weekly reporting – Contractor shall present a report each Monday describing the status of the project at the end of the previous week and hours consumed*

## Medicine-On-Time Responsibilities

Listed below are specific responsibilities and roles that Medicine-On-Time shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Services.

***Example***

1. *Left Handed Smoke Shifter*
2. *Radial Johnson Rod*

## Special Terms and Conditions

Listed below are additional terms and conditions that shall govern this SOW (e.g. software maintenance, data conversion, and training provisions)

# Section III – ACCEPTANCE OF DELIVERABLES

Service Provider shall promptly notify Medicine–On-Time in writing of the completion of each Deliverable. Upon completion of each Deliverable, Contractor shall deliver to Medicine-On-Time electronic versions of the Deliverable, where applicable, including, without limitation, all software, source code, object code, and content databases, subject to transfer or execution of any appropriate third party software licensing agreements and the limitations and obligations set forth in this Agreement. No Deliverable may be accepted until such stated electronic documentation or code is received by Company.

Upon receipt of a notice that a Deliverable has been completed, Medicine-On-Time shall: (i) test where appropriate and evaluate the Deliverable to determine whether it substantially conforms to Medicine-On-Time’s specifications and performance requirements as herein stated; and will provide a written notice to Contractor of its acceptance of the Deliverable, or provide a written notice of nonconformity specifying why and how the Deliverable is not acceptable to Medicine-On-Time.

If Contractor receives a notice of a nonconformity from Medicine-On-Time, it shall promptly and at no expense to Medicine-On-Time:

1. take such steps as are necessary to remedy the error or deficiency to ensure that the Deliverable does conform to the applicable description and criteria as set forth above; and
2. provide to Medicine-On-Time a written notice of remedy.

Upon receipt of a notice of remedy, Medicine-On-Time shall conduct such further tests and evaluations on the Deliverable as it deems necessary and either accept or reject such Deliverables. If the Deliverable is not accepted by Medicine-On-Time, Contractor shall at its own expense take whatever steps are required by Medicine-On-Time to ensure that the Deliverable is acceptable to Medicine-On-Time.

If the Contractor fails to remedy the error or deficiency within thirty (30) days of receipt of a notice of nonconformity, Medicine-On-Time may hire a third party to remedy the error or deficiency at Contractor’s expense.

As used herein the term “Final Acceptance”shall mean the receipt by Contractor of written notification from Medicine-On-Time that the Services and Deliverables have been reviewed and tested by Medicine-On-Time as a whole and found to: (i) substantially conform to the specifications and descriptions set forth in the applicable SOW and any exhibits thereto, as such specifications and descriptions may be specifically amended by subsequent mutual written agreements between the Parties and (ii) conform to Service Provider's representations and warranties in this Agreement.

# Section IV – SERVICE LEVEL AGREEMENT (SLAs)

{INCLUDE IF APPLICABLE)

Contractor will perform the Services in accordance with the Service Level Agreement attached hereto and incorporated herein as Attachment A.

# Section V – PAYMENT

***Example***

**Rate:**  US$ 150.00/hr.

**Cap:** Maximum 40 hours

|  |  |
| --- | --- |
| **MEDICINE-ON-TIME, LLC.** | **<<Contractor>>** |
| **By:** | **By:** |
| **Printed Name:** | **Printed Name:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |