

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into as of May 15, 2023 (the "Effective Date"), by and between:

QUANTUM DATA ANALYTICS, INC., a corporation organized under the laws of the State of Delaware, with its principal place of business at 789 Tech Center Boulevard, Suite 500, Boston, MA 02110 ("Service Provider")

and

MERIDIAN HEALTHCARE SYSTEMS, LLC, a limited liability company organized under the laws of the State of Massachusetts, with its principal place of business at 456 Medical Plaza, Cambridge, MA 02142 ("Client").

1. SERVICES

1.1 Scope of Services. Service Provider shall provide to Client the services ("Services") described in one or more statements of work executed by the parties (each, a "Statement of Work" or "SOW"). Each SOW shall include, at a minimum, a description of the Services to be performed, the deliverables to be provided ("Deliverables"), the schedule for performance, and the applicable fees and payment terms.

1.2 Statement of Work. Each SOW shall be subject to all of the terms and conditions contained in this Agreement. In the event of any conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall control unless the SOW expressly states that a specific provision of this Agreement shall be superseded.

1.3 Change Orders. Any changes to an existing SOW, including changes to the scope of Services, Deliverables, schedule, or fees, must be made through a written change order signed by both parties ("Change Order").

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years (the "Initial Term"), unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

2.2 Termination for Convenience. Either party may terminate this Agreement or any SOW for convenience upon ninety (90) days' prior written notice to the other party. In the event of such termination, Client shall pay Service Provider for all Services performed and expenses incurred up to the effective date of termination, plus any non-cancellable commitments made by Service Provider in connection with the terminated SOW(s).

2.3 Termination for Cause. Either party may terminate this Agreement or any SOW for cause if the other party materially breaches this Agreement or the applicable SOW and fails to cure such breach within thirty (30) days after receiving written notice thereof. In the event of termination for cause by Client, Client shall pay Service Provider for all Services performed and expenses incurred up to the effective date of termination, less any damages suffered by Client as a result of Service Provider's breach.

2.4 Effect of Termination. Upon termination of this Agreement or any SOW, each party shall promptly return or destroy all Confidential Information of the other party in its possession or control, except as necessary to comply with legal obligations or to exercise its rights under this Agreement.

3. FEES AND PAYMENT

3.1 Fees. Client shall pay Service Provider the fees set forth in each SOW. Unless otherwise specified in an SOW, Service Provider shall invoice Client monthly for Services performed and expenses incurred.

3.2 Expenses. Client shall reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred in connection with the performance of the Services, provided that such expenses are approved in advance by Client and are supported by appropriate documentation.

3.3 Payment Terms. Client shall pay all undisputed invoices within thirty (30) days of receipt. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

3.4 Taxes. All fees and expenses are exclusive of taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges imposed by any federal, state, or local governmental entity on the Services provided under this Agreement, excluding taxes based on Service Provider's net income.

4. INTELLECTUAL PROPERTY

4.1 Client Materials. Client shall own all right, title, and interest in and to any materials, data, or information provided by Client to Service Provider for use in connection with the Services ("Client Materials").

4.2 Service Provider Materials. Service Provider shall own all right, title, and interest in and to any tools, methodologies, software, and other materials developed or acquired by Service Provider prior to or independent of this Agreement and used by Service Provider in connection with the Services ("Service Provider Materials").

4.3 Deliverables. Unless otherwise specified in an SOW, and subject to Sections 4.1 and 4.2, Client shall own all right, title, and interest in and to the Deliverables, and Service Provider hereby assigns to Client all of its right, title, and interest in and to the Deliverables. Service Provider shall execute any documents reasonably requested by Client to evidence such assignment.

4.4 License to Service Provider Materials. Service Provider hereby grants to Client a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and create derivative works of any Service Provider Materials that are incorporated into the Deliverables, solely as necessary to use and benefit from the Deliverables.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" means any non-public information of a party, including but not limited to business plans, marketing strategies, customer lists, financial information, technical data, software, and product or service information, whether disclosed before or after the Effective Date, and whether disclosed in written, electronic, or oral form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

5.2 Obligations. Each party shall: (a) use the Confidential Information of the other party only for the purpose of performing its obligations or exercising its rights under this Agreement; (b) protect the Confidential Information of the other party using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) not disclose the Confidential Information of the other party to any third party without the prior written consent of the other party, except to its employees, contractors, and advisors who have a need to know and who are bound by obligations of confidentiality at least as restrictive as those contained herein.

5.3 Exceptions. The obligations in Section 5.2 shall not apply to any information that: (a) is or becomes generally available to the public through no fault of the receiving party; (b) was in the receiving party's possession prior to its disclosure by the disclosing party; (c) is received from a third party without restriction on disclosure; or (d) was independently developed by the receiving party without use of the disclosing party's Confidential Information.

5.4 Required Disclosure. If the receiving party is required by law, court order, or governmental authority to disclose Confidential Information of the disclosing party, the receiving party shall, to the extent legally permitted, promptly notify the disclosing party of such requirement and cooperate with the disclosing party in seeking a protective order or other appropriate remedy.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) its performance of this Agreement will not violate any agreement or obligation between such party and any third party.

6.2 Service Provider Representations and Warranties. Service Provider represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with industry standards; (b) the Deliverables will conform to the specifications set forth in the applicable SOW; and (c) the Deliverables will not infringe or misappropriate any third party's intellectual property rights.

6.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THE APPLICABLE SOW GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. INDEMNIFICATION

8.1 By Service Provider. Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim that the Deliverables infringe or misappropriate any third party's intellectual property rights.

8.2 By Client. Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities,

costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Client's use of the Deliverables in a manner not authorized by this Agreement or the applicable SOW.

8.3 Procedure. The indemnifying party's obligations under this Section 8 are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party in writing of the claim; (b) giving the indemnifying party sole control of the defense and settlement of the claim; and (c) providing the indemnifying party, at the indemnifying party's expense, with all assistance reasonably requested by the indemnifying party.

9. GENERAL PROVISIONS

9.1 Independent Contractors. The relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

9.2 Force Majeure. Neither party shall be liable for any failure or