

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of January 20, 2026 (the "Effective Date"), by and between:

Client: Orion Healthcare Systems Inc., a Delaware corporation, with principal offices at 1000 Sansome Street, Suite 300, San Francisco, CA 94111 ("Client")

Consultant: Cascade Strategy Partners LLC, a California limited liability company, with its principal office at 150 Spear Street, Suite 1100, San Francisco, CA 94105 ("Consultant")

RECITALS

WHEREAS, Client desires to engage Consultant to provide management consulting, digital transformation, and technology advisory services; and

WHEREAS, Consultant has the requisite expertise, qualifications, and resources to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Consultant shall provide the services described in the Statement of Work ("SOW") attached hereto as Exhibit A (the "Services"). The initial SOW covers the following engagement:

Phase 1 — Assessment (Weeks 1-4):

- Current state analysis of Client's healthcare IT infrastructure
- Stakeholder interviews with department heads and clinical staff
- Gap analysis against HIPAA, HITECH, and CMS Interoperability Rule requirements
- Benchmarking against industry best practices

Phase 2 — Strategy Development (Weeks 5-10):

- Development of a comprehensive digital transformation roadmap
- Technology architecture recommendations
- Vendor evaluation and shortlisting for EHR modernization
- Change management strategy and organizational readiness assessment
- Cost-benefit analysis and ROI projections

Phase 3 — Implementation Support (Weeks 11-24):

- Project management office (PMO) establishment
- Vendor selection and contract negotiation support
- System integration planning and oversight
- Staff training program development
- Go-live support and post-implementation review

1.2 Additional services may be requested by Client through additional SOWs, which shall be subject to mutual agreement and executed in writing.

2. COMPENSATION

2.1 Consultant Fees. Client shall compensate Consultant as follows:

- (a) Senior Partner rate: \$475.00 per hour
- (b) Manager rate: \$325.00 per hour
- (c) Senior Consultant rate: \$250.00 per hour
- (d) Analyst rate: \$175.00 per hour

2.2 Estimated Project Fee. The total estimated fee for the initial SOW is \$385,000.00, based on the anticipated level of effort. This estimate is not a cap or fixed fee unless specified in the SOW.

2.3 Expenses. Client shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in connection with the Services, provided that any single expense exceeding \$500 requires prior Client approval. Total reimbursable expenses shall not exceed \$25,000.

2.4 Payment Terms. Consultant shall submit monthly invoices for Services rendered and expenses incurred. All invoices shall be due and payable within thirty (30) days of receipt.

2.5 Late Payment. Unpaid amounts shall accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue until the completion of all SOWs, unless earlier terminated pursuant to this Section.

3.2 Either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party.

3.3 Either party may terminate this Agreement immediately if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice.

3.4 Upon termination, Client shall pay Consultant for all Services performed and expenses incurred through the effective date of termination.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 Consultant is an independent contractor and not an employee, agent, or partner of Client. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship.

4.2 Consultant retains full control over the manner and means of performing the Services, including the right to determine the personnel assigned and the methods used.

4.3 Consultant is solely responsible for all taxes, insurance, and benefits for itself and its personnel.

5. CONFIDENTIALITY

5.1 During the term of this Agreement and for three (3) years thereafter, each party shall maintain the confidentiality of the other party's Confidential Information and shall not disclose it to third parties without prior written consent.

5.2 "Confidential Information" includes, without limitation, patient data (PHI), business strategies, financial information,

proprietary methodologies, and all deliverables created under this Agreement.

5.3 The confidentiality obligations shall not apply to information that: (a) is publicly available; (b) was known before disclosure; (c) is independently developed; or (d) is required to be disclosed by law.

6. INTELLECTUAL PROPERTY

6.1 Pre-Existing IP. Each party retains all rights to its pre-existing intellectual property.

6.2 Work Product. All deliverables, reports, analyses, and materials created by Consultant specifically for Client under this Agreement ("Work Product") shall be owned by Client upon full payment.

6.3 Consultant Tools. Notwithstanding Section 6.2, Consultant retains ownership of its proprietary methodologies, tools, templates, and frameworks ("Consultant Tools"), including any enhancements made during the engagement. Client receives a non-exclusive, perpetual license to use Consultant Tools incorporated into the Work Product.

7. REPRESENTATIONS AND WARRANTIES

7.1 Consultant represents and warrants that: (a) it has the expertise and authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner; (c) the Work Product will not infringe any third-party intellectual property rights.

7.2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL FEES ACTUALLY PAID OR PAYABLE UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8.2 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. INDEMNIFICATION

9.1 Consultant shall indemnify Client against third-party claims arising from Consultant's negligence, willful misconduct, or breach of this Agreement.

9.2 Client shall indemnify Consultant against third-party claims arising from Client's negligence, willful misconduct, or breach of this Agreement.

10. HIPAA COMPLIANCE

10.1 Consultant acknowledges that it may have access to Protected Health Information ("PHI") as defined by HIPAA. Consultant agrees to execute a Business Associate Agreement ("BAA") as required by HIPAA and to comply with all applicable privacy and security requirements.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by the laws of the State of California.

11.2 Any dispute shall first be submitted to mediation. If mediation fails within thirty (30) days, the dispute shall be resolved through binding arbitration in San Francisco, California.

12. GENERAL PROVISIONS

12.1 This Agreement constitutes the entire agreement between the parties.

12.2 This Agreement may be amended only by written instrument signed by both parties.

12.3 Neither party may assign this Agreement without the other's written consent.

12.4 The waiver of any breach shall not constitute a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORION HEALTHCARE SYSTEMS INC. CASCADE STRATEGY PARTNERS LLC

By: _____ By: _____

Name: Dr. Anika Patel Name: Christopher Blake

Title: Chief Information Officer Title: Managing Partner

Date: January 20, 2026 Date: January 20, 2026