



## MASTER SERVICES AGREEMENT

This Master Services Agreement is between **Distributed Computing, Inc. dba Ten4** ("Ten4"), with headquarters located at 1700 Union Avenue, Suite B, Baltimore, MD 21211, and **Valor Healthcare, Inc.** ("Customer"), with headquarters located at Wellington Centre, 14643 Dallas Parkway, Suite 100, Dallas TX 75254, and is effective as of the last date signed below ("Effective Date").

### 1. Term of Agreement

This Master Services Agreement will have a term of twelve (12) months ("MSA Term"). Any and all Service Order Forms ("SOF") that are separately executed by Customer will have their own Service Term, which will pertain to that particular Service being purchased. If any Service Term extends beyond the MSA Term, this MSA will continue to apply to such Service Order for that Service Term.

### 2. Services

Ten 4 will provide to Customer the Services specified in each Addendum and SOF ("Services"), which documents shall be incorporated herein and shall constitute a part of this Agreement. Each Addendum or SOF will specify the Service Charges, Service Term, Service Location and other information reasonably required by Ten4 to provide the Services.

### 3. Charges and Payments

Charges are specific to the Service being purchased. Customer will pay all Charges as set forth in the SOF for that Service and shall pay according to the terms and conditions set forth in the Addendum for that Service.

### 4. Access

Customer agrees to provide Ten4 reasonable access to Customer's voice/data network, in order that Services may be performed as set forth in the SOF. In the event that said access is not provided as requested, Customer is aware that delivery and effectiveness of Services may be jeopardized and that additional charges may be incurred.

### 5. Security & Usage

Customer understands that Ten4 and its Underlying Service Providers cannot guaranty the security of any transmissions and will not be liable for any lack of security relating to the use of the Services. Notwithstanding the foregoing, Ten4 agrees to use no less than a reasonable degree of care, including relevant industry-standard practices, to protect the security of any Customer transmissions while providing Services to Customer.

The Services are for Customer's use only and Customer may not resell the Services to any other party.

### 6. Late Charges

Amounts not paid when due (total Ten4 invoice, including all Service Provider and Ten4 charges) may accrue interest at a rate of 1.5% per month or the highest amount permitted by applicable law, whichever is less.

### 7. Warranty Exclusion

Except as expressly stated in this Agreement, Ten4 makes no warranties or representations, express or implied, either in fact or by operation of law, and specifically disclaims any warranties of merchantability or fitness for a particular purpose, applicable to the Services.

### 8. Limitation of Liability

EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF CLIENTS, LOSS OF GOODWILL OR COST OF REPLACEMENT FACILITIES OR SERVICES, ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.

Customer has no contractual relationship with any Underlying Service Providers through this Agreement and Customer is not a third-party beneficiary of any Agreement between Ten4 and an Underlying Service Provider. Customer understands and agrees that Underlying Service Providers will not have any kind of liability to Customer for Ten4's Services under this Agreement, regardless of the form of action, including but not limited to failure or disruption of service.

Additionally, except for any indemnification obligations under Section 9 herein, in no event will either party's liability arising out of Ten4's provision of Services to which liability relates hereunder exceed an amount equal to the previous one hundred eighty (180) days' charges for such Services to which the liability relates.

### 9. Indemnification

Each party will defend and indemnify the other party and the Underlying Service Providers, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any third party claims for property damage, personal injury or death arising from or in connection with this Agreement to the extent said claims arise from the party's gross negligence or willful misconduct. Additionally, Ten4 will defend and indemnify Customer and its

officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any third party claims for (i) Ten4's infringement on any third-party rights (including any intellectual property rights), or (ii) Ten4's violation of any law, regulation or rule in the provision of Services. The indemnities in this paragraph shall survive the termination of this Master Services Agreement, any Addendums and/or Service Order Forms ("SOF").

Additionally, Customer will defend and indemnify Ten4 and the Underlying Service Providers, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any claim by an end user of the Services, provided that such claim is not based on, arising out of or otherwise related to any action or omission by Ten4 or Underlying Service Providers, it being understood that Customer, and not Ten4, is fully responsible for any such claims, except as otherwise provided.

#### 10. Default

A party is in default of this Agreement if it breaches this Agreement, its Addendums or any SOF and fails to cure such breach as follows:

- a. after written notice and a five (5) day cure period in the event of any failure to pay an amount due hereunder, or
- b. after written notice and a thirty (30) day cure period in the event of any other breach.

If Customer is in uncured default of this Agreement, all Charges accrued under any SOFs will be due and payable and Ten4 may, in addition to all other available remedies, disconnect Customer's Services specific to that SOF.

If Ten4 is in default of this Agreement, only the Charges accrued as of the date of default will be due and payable to Ten4.

#### 11. Termination

After completion of the initial Service Term, either party may terminate at any time with sixty (60) days' written notice.

Upon default, the non-defaulting party may terminate this Agreement, its Addendums and/or any affected SOF by written notice.

If Ten4 Terminates for Cause, Ten4 will have no further obligation to provide Services under the Addendum(s) and/or accompanying SOF(s).

If Customer terminates any Services (other than for Ten4's default) prior to the expiration of the Service Term, Customer shall pay Ten4 an Early Termination Fee equal to the MRC of the initial contract value times the number of months remaining under contract for that site.

The parties acknowledge that the ETF is a genuine estimate of the actual damages to Ten4 for Customer's early termination of a Service and is not a penalty. In no event shall Customer be entitled to any refund of already paid Service Charges if this Agreement, its Addendums or any SOF is terminated, except for a termination based on Ten4's default, as defined herein.

#### 12. Confidentiality

If the parties entered into a confidentiality or non-disclosure agreement in anticipation of this Agreement, such agreement is incorporated herein and shall apply instead of this Section. Otherwise, the parties acknowledge that they have or will exchange certain confidential information expressly designated or which should reasonably be known as "confidential" ("Confidential Information") and each party agrees that neither party will (a) use the other party's Confidential Information except for the purpose(s) for which it is disclosed or (b) disclose the other party's Confidential Information to any third party except (i) under an identical confidentiality restriction to the receiving party's employees or contractors who have a need to know Confidential Information in connection with the purposes for which it is disclosed or (ii) when compelled by a court or other government agency, provided that prior to disclosing any of the disclosing party's Confidential Information, receiving party first promptly provides as much advance notice to the disclosing party as reasonably possible, and reasonably cooperates with the disclosing party's attempts to obtain a protective order or other confidential treatment.

Ten4 acknowledges that it may receive certain of Customer's information that constitutes "customer proprietary network information" or "customer proprietary information" under applicable law, and Ten4 agrees that it will hold all such information in compliance with applicable law.

#### 13. Other Terms

##### Acceptable Use Policy

Ten4's provision of Services is in all cases subject to Ten4's Acceptable Use Policy ("AUP"), which is designed to help protect Ten4, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities, which is located at [www.ten4.us/ten4-acceptable-use-policy](http://www.ten4.us/ten4-acceptable-use-policy), and is incorporated herein and constitutes a part of this Agreement.

##### Force Majeure

Neither party shall be responsible for any loss, harm, damage, or failure to comply with any obligation hereunder resulting from circumstances beyond its reasonable control (commonly referred to as *force majeure* events) including, but not limited to fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, loss of power, governmental restrictions, acts of third parties, or "acts of God." In addition, Customer will not be obligated to pay for the Services during periods of *force majeure*, and either party may terminate an affected SOF upon notice to the other if a *force majeure* event continues uninterrupted for a period of thirty (30) days or longer.

##### Subcontracting

Ten4 may subcontract work to be performed under this Agreement but shall retain responsibility for the work.

#### Assignment

Neither party may assign its rights and obligations under this Agreement, any SOF, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld, except that either party may assign this Agreement (i) to any of its affiliates, or (ii) in the event of any merger, or acquisition of all or substantially all of its stock or assets, or similar corporate transaction.

#### Publicity

Without the prior written consent of the other party, neither party will (i) publicly use the name, logo or other identifying marks of the other party, or (ii) issue or permit the issuance of any press release or other public statement regarding this Agreement or the parties' relationship.

#### Conflict Between Agreements

In the event of any conflict between this Agreement, an Addendum and a SOF, this Agreement will control, except to the extent that the Addendum or SOF specifically references the section/provision of this Agreement that it is modifying or superseding.

#### Governing Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules.

#### Notification

Any notices, requests, consents and other communication under this Agreement shall be in writing and shall be deemed to have been delivered on the date (a) personally delivered, (b) mailed, postage prepaid, by certified mail with return receipt requested, or (c) faxed and confirmed. All communications under this section shall be addressed to the respective parties hereto as follows:

If to Customer: Valor Healthcare, Inc.  
14643 Dallas Parkway, Suite 100  
Dallas, TX 75254

If to Ten4: Ten4  
1700 Union Avenue, Suite B  
Baltimore, MD 21211  
Attn: Legal Dept.

#### Entire Agreement

Any fully executed Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, commitments, or understandings with respect to the matters provided for herein. Said Agreements, including Addendums and SOFs, may not be modified except by a writing signed by both parties. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable, with the invalid or unenforceable parts severed from the remainder of this Agreement. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### **Acceptance**

I have read and understood the terms and conditions of the above Agreement. By my signature hereunder, I indicate that I am authorized to bind the indicated party and that Party agrees to the terms and conditions herein.

#### **Customer: Valor Healthcare, Inc.**

DocuSigned by:

Scott C. Wise, MD, MBA

By: 6B6Dr33 Scott Wise

Title: CEO

Date: 12/31/2020

#### **Distributed Computing, Inc. dba Ten4**

DocuSigned by:

Deanna Kelly

By: 5F01D8m85R2 Kelly

Title: Vice President

Date: 12/31/2020