

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT ("**Agreement**"), effective as of **July 1, 2024** (the "**Effective Date**"), is entered into by and between:

HealthCare Co., a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business at 1600 Pennsylvania Avenue NW, Washington, D.C. 20500 ("**Client**");

AND

QuantumStream Analytics Ltd., a limited company duly organized and existing under the laws of the State of New York, with its principal place of business at 1000 5th Ave, New York, NY 10028 ("**Consultant**").

Client and Consultant are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Client desires to obtain certain professional services, and Consultant is in the business of providing such professional services;

WHEREAS, the Parties desire to establish a master agreement that will govern the terms and conditions under which specific professional services will be provided by Consultant to Client from time to time;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "**Deliverables**" means all reports, studies, data, analyses, software, designs, specifications, documentation, and other materials, whether in hard copy or electronic form, that are required to be delivered by Consultant to Client under a Statement of Work.

1.2. "**Services**" means the professional services, work, and activities to be performed by Consultant, as described in each Statement of Work executed hereunder.

1.3. "**Statement of Work**" or "**SOW**" means a written document executed by both Parties that describes the specific Services to be performed, Deliverables to be provided, timelines, and compensation for a particular project or engagement under this Agreement.

1.4. "**Confidential Information**" means any and all non-public information, whether written or oral, tangible or intangible, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement or any SOW, including but not limited to business plans, financial information, customer data, technical data, product designs, and trade secrets.

ARTICLE 2. TERM AND TERMINATION

2.1. **Term of Agreement.** This Agreement shall commence on the **Effective Date** and shall continue in full force and effect for a period of three (3) years, representing the **Agreement Duration**. This Agreement will not automatically renew; any extension or new term must be explicitly negotiated and agreed upon in writing by both Parties.

2.2. **Termination for Convenience.** Either Party may terminate this Agreement or any SOW for convenience by providing thirty (30) days' prior written notice to the other Party. This constitutes the **Notice Period** for convenience termination. In the event of such termination, Client shall pay Consultant for all Services performed and Deliverables accepted up to the effective date of termination.

2.3. **Termination for Cause.** Either Party may terminate this Agreement or any SOW immediately upon written notice if the other Party materially breaches any provision of this Agreement or an SOW and fails to cure such breach within thirty (30) days after receiving written notice thereof.

2.4. **Effect of Termination.** Termination of this Agreement shall automatically terminate all active SOWs. Termination of an SOW shall not automatically terminate this Agreement. Upon termination, each Party shall return or destroy all Confidential Information of the other Party.

ARTICLE 3. SERVICES AND STATEMENTS OF WORK

3.1. **Scope of Services.** Consultant shall perform the Services and provide the Deliverables as specified in each SOW. Each SOW shall be subject to the terms and conditions of this Agreement. In the event of any conflict between the terms of an SOW and this Agreement, the terms of this Agreement shall prevail, unless the SOW explicitly states its intent to override a specific provision of this Agreement.

3.2. **SOW Execution.** Each SOW shall be prepared by Client or Consultant, mutually agreed upon by both Parties, and signed by authorized representatives of both Parties. No Services shall be performed, and no Deliverables shall be provided, without an executed SOW.

3.3. **Consultant's Standard of Care.** Consultant shall perform the Services in a professional and workmanlike manner, in accordance with generally accepted industry standards and practices.

ARTICLE 4. COMPENSATION AND PAYMENT

4.1. **Fees and Standard Rate.** Client shall pay Consultant the fees specified in each SOW. Unless otherwise specified in an SOW, the standard **Negotiated Rate Per Hour** for Consultant's services shall be **\$115 USD per hour**. All fees shall be in United States Dollars (USD).

4.2. **Invoicing and Payment Terms.** Consultant shall submit invoices to Client as specified in each SOW. Client shall pay all undisputed invoices within thirty (30) days of receipt. Any disputed amounts shall be promptly resolved by the Parties.

4.3. **Expenses.** Unless otherwise specified in an SOW, Client shall reimburse Consultant for reasonable and pre-approved out-of-pocket expenses incurred in the performance of Services, provided such expenses are documented with receipts and comply with Client's expense policy, if provided to Consultant.

ARTICLE 5. CONFIDENTIALITY

5.1. **Obligation of Confidentiality.** The Receiving Party shall maintain the Confidential Information of the Disclosing Party in strict confidence and shall not disclose, use, or permit the use of such Confidential Information for any purpose other than as necessary to perform its obligations or exercise its rights under this Agreement or relevant SOW.

5.2. **Exclusions.** The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure.

5.3. **Required Disclosure.** The Receiving Party may disclose Confidential Information if required by law or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (unless prohibited by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy.

ARTICLE 6. DATA SECURITY AND PRIVACY

6.1. **Data Protection.** Consultant shall implement and maintain appropriate technical and organizational measures to protect Client data, including any personal or sensitive health information, from unauthorized access, disclosure, alteration, or destruction. Consultant shall comply with all applicable data protection and privacy laws and regulations, including but not limited to HIPAA (Health Insurance Portability and Accountability Act) if applicable to the Services.

6.2. **Security Incidents.** Consultant shall promptly notify Client of any actual or suspected data security breaches or incidents involving Client data.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1. **Ownership of Deliverables.** All intellectual property rights, including copyrights, patents, trade secrets, and trademarks, in and to the Deliverables created by Consultant specifically for Client under an SOW shall be owned exclusively by Client upon full payment for such Deliverables. Consultant hereby assigns, and agrees to assign, all such rights to Client.

7.2. **Consultant Background IP.** Consultant retains all rights to its pre-existing intellectual property ("Background IP") used in connection with the Services. Consultant grants Client a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, and create derivative works of Consultant's Background IP solely to the extent necessary to use and exploit the Deliverables.

ARTICLE 8. WARRANTIES AND REPRESENTATIONS

8.1. **Consultant Warranties.** Consultant represents and warrants that: (a) it has the full power and authority to enter into this Agreement and each SOW; (b) the Services will be performed in a professional and workmanlike manner; (c) the Deliverables will conform to the specifications set forth in the applicable SOW; and (d) the Services and Deliverables will not infringe upon any third-party intellectual property rights.

8.2. **Client Warranties.** Client represents and warrants that: (a) it has the full power and authority to enter into this Agreement and each SOW; and (b) it will provide timely access to necessary information and resources as required for Consultant to perform the Services.

ARTICLE 9. INDEMNIFICATION

9.1. **Consultant Indemnification.** Consultant shall indemnify, defend, and hold harmless Client and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) Consultant's breach of this Agreement or any SOW; or (b) Consultant's negligence or willful misconduct. This is the **Indemnification Clause**. Consultant's indemnification obligations do not extend to claims of intellectual property infringement unless such infringement is solely due to Consultant's proprietary tools or methods.

9.2. **Client Indemnification.** Client shall indemnify, defend, and hold harmless Consultant and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) Client's breach of this Agreement or any SOW; or (b) Client's negligence or willful misconduct.

ARTICLE 10. LIMITATION OF LIABILITY

10.1. **Limitation of Liability.** EXCEPT FOR OBLIGATIONS UNDER ARTICLE 5 (CONFIDENTIALITY), ARTICLE 6 (DATA SECURITY AND PRIVACY), AND ARTICLE 9 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **Aggregate Liability.** EXCEPT FOR OBLIGATIONS UNDER ARTICLE 5 (CONFIDENTIALITY), ARTICLE 6 (DATA SECURITY AND PRIVACY), AND ARTICLE 9 (INDEMNIFICATION), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT AND ALL SOWS, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

ARTICLE 11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. **Governing Law.** This Agreement and any SOW shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

11.2. **Dispute Resolution.** The Parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement or any SOW through good faith negotiations between their respective management. If the dispute cannot be resolved through negotiation within thirty (30) days, either Party may pursue any remedies available at law or in equity.

ARTICLE 12. MISCELLANEOUS

12.1. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by reputable overnight courier service, to the addresses first set forth above, or to such other address as either Party may designate by written notice to the other.

12.2. **Entire Agreement.** This Agreement, together with all SOWs executed hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral.

12.3. **Amendments.** No amendment, modification, or waiver of any provision of this Agreement or any SOW shall be effective unless in writing and signed by authorized representatives of both Parties.

12.4. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations hereunder (except for payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, fires, floods, earthquakes, cyberattacks, or strikes, but specifically excluding labor disputes directly involving Consultant's employees. This is the **Force Majeure** provision.

12.5. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.6. **Assignment.** Neither Party may assign or transfer this Agreement or any SOW, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12.7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

HEALTHCARE CO.

By: _____

Name: [Authorized Signatory Name]

Title: [Authorized Signatory Title]

Date: _____

QUANTUMSTREAM ANALYTICS LTD.

By: _____

Name: [Authorized Signatory Name]

Title: [Authorized Signatory Title]

Date: _____