

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Subscription Agreement"), is effective as of the date set forth in the Order Form (the "Effective Date") is by and between Siddha AI, Inc. ("SAI") and the client who executes the Order (the "Client"). The "Agreement" consist of (i) this Subscription Agreement, (ii) any schedules hereto, and (iii) any Order Form entered into under this Subscription Agreement. By entering into this Subscription Agreement.

1. Definitions.

- (a) "Client Data" means any of Client's information, documents, or electronic files that are uploaded to the Subscription Services.
- (b) "Documentation" means the online documentation for the Subscription Services provided by SAI, as the same may be revised and updated by SAI from time to time.
- (c) "Patient" means an individual whom Client has provided access to the Subscription Service.
- (d) "Patient Data" means any information or data entered into the Subscription Services by a Patient.
- (e) "Provider" means a named medical provider for whom the Client desires to use the Subscription Services.
- (f) "Subscription Services" means SAI's proprietary hosted software patient registration system (including any updates, revisions, enhancements, modifications, and derivative works thereof that may be provided hereunder), including the related services specified in the Order Form (if any).

- 2. **Trial.** SAI provides a free trial license to the Subscription Services for a period of three (3) months from the Effective Date ("Trial Term"). In order to use the Subscription Services, Client must pay the one-time Set-Up Fee and engage in the set-up process. At the expiration of the Trial Term, the Agreement will continue as set forth in the applicable Order Form. THE TRIAL IS PROVIDED ONCE AND ONLY UPON EXECUTION OF THE FIRST ORDER FORM FOR A SINGLE THREE MONTH PERIOD. THE TRIAL IS NOT PROVIDED UPON SUBSEQUENT ORDER FORMS BY CLIENT OR CLIENT'S AGENTS OR AFFILIATES. THE TRIAL IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND AND SUBJECT TO THE FURTHER DISCLAIMERS AND LIMITATIONS CONTAINED HEREIN.

3. License and Services.

- a. **Grant.** Subject to the terms and conditions of this Agreement, and payment in full of all applicable Subscription Fees, SAI hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, limited right to permit Client's users to use the Subscription Services for Client's internal purposes only in accordance with the Documentation.
- b. **Enrollment.** Order Forms, which include a written description of the Programs/Service, term, and number of licenses to access the Subscription Services under this Subscription Agreement, a form of which is attached as Exhibit A ("Order Form"), may be agreed to and executed from time to time by SAI and Client.
- c. **Set up.** SAI will provide to Client set-up services relating to the Subscription Services as described in the applicable Order Form.
- d. **SLA.** The Subscription Services shall be available to Client and its users at least 98% percent of the time during each calendar month except for unavailability outside of SAI's control, scheduled system backups, updates, or other on- going maintenance as required and scheduled in advance by SAI, the Subscriber, or third-party hosts or app stores. In the event that the

Subscription Services fails to meet this uptime guarantee, Client may terminate this Agreement as set forth herein. Subject to the terms hereof, SAI will provide Client with reasonable technical support services in accordance SAI's standard practice.

4. Ownership.

- a. SAI is and shall remain the owner of the Subscription Services and Client acknowledges and agrees that SAI shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Subscription Services, including without limitation any invention or discovery related to the Subscription Services that may be made as a consequence of Client's using the Subscription Services. If Client or any of Client's users provide to SAI any suggestions, enhancement requests, feedback, recommendations or other information relating to the Subscription Services ("Feedback"), SAI may freely use and exploit such Feedback in any manner and for any purpose without any consideration to Client or its users or any other obligations or restrictions. All rights in and to the Subscription Services not expressly granted herein are reserved to SAI.
- b. Except as expressly permitted hereunder, Client shall not, directly, indirectly, alone, or with another party do or attempt to do any of the following: (i) copy, disassemble, reverse engineer, decompile, or attempt to derive the source code of the underlying software or technology providing the Subscription Services; (ii) modify, create derivative works based upon, or translate the Subscription Services; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Subscription Services in any form with any other party; (iv) upload Client Data or other content which misappropriates or violates any third party proprietary rights or privacy rights; (v) remove, modify or otherwise tamper with notices or legends on the Subscription Services or Documentation; (vi) interfere with the operation or functionality of the Subscription Services; (vii) attempt to probe, scan, penetrate, breach or test the vulnerability of the Subscription Services or disable or circumvent the Subscription Services' security or authentication measures; or (viii) use or access the Subscription Services for the purpose of building a competitive product or service.
- c. Client shall retain and own all right, title and interest in the Client Data. A Patient shall retain ownership of their Patient Data. Client acknowledges that Patients will be required to accept an End User License Agreement ("EULA") upon accessing the Subscription Services. The Subscription Services do not host any Patient Data. Patient Data is transmitted through the Subscription Services directly to Subscriber.
- d. Client is responsible for ensuring that Client and using best efforts to ensure Client's users use of the Subscription Services is in compliance with all applicable laws and governmental regulations and Client acknowledges that Client assumes all risk arising from any such use that is not compliant with applicable laws and regulations.
- e. Client is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the Subscription Services, and for its users' compliance with the terms of this Agreement. SAI will act as though any electronic communications it receives under Client's user names have been sent by Client. Client will immediately notify SAI if it becomes aware of any loss or theft or unauthorized use of any of Client's passwords or user names. SAI has the right at any time to terminate or suspend access to any user or to Client if SAI believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Subscription Services. SAI will provide notice to Client of any such action as promptly as possible.

5. Client Obligations and Representations.

- a. Client shall be responsible for obtaining and installing any required hardware upgrades to Client's existing hardware configuration. SAI does not sell, install or service hardware components. The fees specified in the Agreement do not include any hardware components or the installation, maintenance or troubleshooting of hardware components.
- b. Client is responsible for and assumes all liability for:
 - i. ensuring that the Subscription Services meets Client's specific needs prior to using the Subscription Services;
 - ii. all content and data provided to SAI by or through Client for use with the Subscription Services, including ensuring that the data that is loaded into the Subscription Services is accurate;
 - iii. using reasonable security methods to transfer Patient Data and Client Data;
 - iv. the use of the Subscription Services by its employees and any other party that accesses the Subscription Services using Client's account details.
 - v. decisions about, implementing and maintaining Client's computer, communications systems, and security procedures and devices needed to use the Subscription Services; and
 - vi. all software that is not hosted by SAI.

6. Payment Terms.

- a. The Client shall pay to SAI the monthly recurring fees ("Subscription Fees") and the one time set-up fee as described in the Order Form. Monthly Subscription Fees will commence billing at the end of the Trial term. Thereafter, the Subscription Fee will be due on the 1st day of each month. All fees paid hereunder are non-refundable. Amounts remaining outstanding for more than five (5) days (past due), will be subject to an interest charge of 1.5% per month from the date of the invoice. Additionally, Client shall reimburse SAI for all out-of-pocket costs of collection for overdue invoices. SAI reserves the right to suspend Subscription Services if not timely paid, in which event SAI will not be liable for any resulting loss, damage or expense in connection with such suspension.
- b. Client is responsible for not exceeding the number of Providers on an Order Form. In the event that the number of Providers exceeds the number listed for any of the SAI Programs listed on an Order Form ("Additional Users"), Client will be invoiced for Additional Users, and shall pay to SAI an additional charge per Additional User, per the Order Form, per month.
- c. All Subscription Fees are non-cancelable, non-refundable and non-transferable. In no event, under any circumstance will SAI provide a refund of any Subscription Fees paid.

7. Term and Termination. This Subscription Agreement is effective as of the Effective Date and will continue unless otherwise terminated as provided herein. Each Order Form will have the term provided in that Order Form. The termination of this Subscription Agreement shall terminate each Order Form governed by this Subscription Agreement.

- a. Client may terminate an Order Form and this Subscription Agreement upon thirty (30) days advance notice to SAI. The termination shall be effective at the end of the monthly term during which the last day of the thirty (30) day notice period falls.
- b. SAI shall have the right to terminate this Subscription Agreement effective upon written notice to Client if Client fails to comply with any material obligation under the Agreement and such noncompliance continues for more than 30 days after notice from SAI.

- c. SAI reserves the right, effective immediately upon notice to Client, to limit, modify or terminate, as necessary, any or all Subscription Services in whole or in part if, in SAI's sole reasonable judgment, use of the Subscription Services by Client or its authorized users (i) presents a material security risk or will interfere materially with the proper continued operation of the Subscription Services; (ii) violates applicable laws or governmental regulations; (iii) violates or infringes any intellectual property right of SAI or a third party; (iv) violates export control regulations of the United States or other applicable countries; or (v) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Notice is achieved by email transmission for purposes of this Section. In the event that SAI in its sole judgment determines that it will or must stop offering the Subscription Services, it shall notify the Client and all licenses with respect to such Subscription Services shall terminate on the date set forth in the notice provided by SAI to the Client.
- d. The expiration or termination of this Subscription Agreement or any Order Form hereunder, for any reason (including non-renewal), shall automatically and without further action by SAI, terminate and extinguish Client's right to use the Subscription Services identified in the applicable Order Form.

8. Warranties and Disclaimers.

SAI does not warrant that: (i) the Subscription Services will achieve any specific result or meet Client's requirements; (ii) the Subscription Services will be uninterrupted or error-free; or (iii) the Subscription Services will work in conjunction with the computer systems or devices selected by Client or Client's users.

GENERAL DISCLAIMER. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND SAI MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SAME OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SUBSCRIPTION SERVICES. SAI DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR COURSE OF PERFORMANCE.

NO SECURITY WARRANTY. CLIENT ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT SAI DOES NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, SAI'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. SAI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY SAI OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

DISCLAIMER OF ACTIONS CAUSED BY OR UNDER THE CONTROL OF THIRD PARTIES. SAI DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY CONTENT, DATA, PRODUCTS, SOFTWARE OR SERVICES PROVIDED OR CONTROLLED BY CLIENT OR ANY THIRD PARTY. AT TIMES, ACTION OR INACTION BY CLIENT OR THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIPTION SERVICES. SAI MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE CONTENT, DATA, PRODUCTS, SOFTWARE OR SERVICES OF CLIENT OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THE PROVIDERS OF ELECTRICAL OR

TELECOMMUNICATIONS PRODUCTS, SOFTWARE OR SERVICES. SUCH CONTENT, DATA, PRODUCTS, SOFTWARE AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND SAI EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION, OR OTHER FAILURE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL SAI BE LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SAI HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OF BUSINESS OR LOSS OF REVENUE, PROFITS, DATA OR USE. SAI'S AGGREGATE LIABILITY FOR ANY OTHER DAMAGES SHALL NOT EXCEED THE AMOUNT PAID FOR THE SUBSCRIPTION SERVICES DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE A CLAIM AROSE.

9. Confidential Information.

- a. Obligations as to Confidential Information. Either Party may, in connection with this Agreement, disclose (the "Disclosing Party") to the other Party (the "Receiving Party") information considered confidential or proprietary information ("Confidential Information"). Information shall be considered Confidential Information if marked confidential or proprietary, identified as confidential in nature by the Disclosing Party at the time of disclosure, or which by its nature is normally considered confidential or provides the Disclosing Party with a competitive advantage. Confidential Information of SAI includes, and is not limited to, the terms and conditions and fees under this Agreement, any service provided pursuant to this Agreement, any proposal to provide services, and any specifications, benchmark or testing results in connection with the Subscription Services. A Receiving Party shall (i) limit access to and use of a Disclosing Party's Confidential Information to those of the Receiving Party's employees and third party agents that require such access and use in connection with its performance of an obligation under this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Section; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section; (iii) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as permitted hereunder. Each Receiving Party shall take appropriate action with its employees, or third party agents to satisfy its obligations hereunder.
- b. Exceptions. Nothing in this Section shall prevent a Receiving Party from disclosing Confidential Information to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (v) disclosed without similar restrictions to a third party by the Disclosing Party; or (vi) disclosed to taxing authorities or to representative and advisors in connection with tax filings, reports, claims, audits and litigation.
- c. Mandatory Disclosure. If any judicial, legislative or administrative body requests or threatens to compel disclosure of Confidential Information, the Receiving Party shall promptly notify the

Disclosing Party to the extent not legally prohibited. The Receiving Party will comply with reasonable requests of the Disclosing Party (at Disclosing Party's expense) to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.

- d. **Miscellaneous.** Nothing herein shall be construed so as to prevent a Disclosing Party from disclosing to others its own Confidential Information. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement. SAI may mention Client's name and provide a general description of the Subscription Services in SAI's client lists or marketing materials. The obligations of confidentiality under this Section shall survive termination of the Agreement for a period of five (5) years from the date of termination.

10. General Provisions.

- a. **Assignment.** Neither Party shall assign or transfer this Agreement or any of the rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise; provided, however, that in the event of a sale of all or substantially all of the assets of either Party as a going concern to another entity, or merger or consolidation with or into another entity which shall continue that Party's business substantially unchanged, the successor entity shall, upon written notice to the other Party and assumption in writing of the assigning Party's obligations under this Agreement, be entitled to the benefits granted herein, subject to all of the other terms and conditions of this Agreement. No Third Party Beneficiaries. This Agreement is entered into solely for the respective benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than the Parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns.
- b. **Force Majeure.** Except for an obligation to make a payment of fees hereunder, neither Party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance; outages of electrical, telecommunications or computer server hosting services; acts of government; non-cooperation of the other Party where necessary; or labor strikes or lockouts. The affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, provided that, in order to be excused from delay or failure to perform, such Party shall promptly notify the other Party of the anticipated delay and the steps proposed to be undertaken to mitigate the effects of the delay.
- c. **Relationship of the Parties.** The relationship of the Parties shall be that of independent contractors. Nothing herein shall be construed to create any agency, partnership, joint venture or similar relationship or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither Party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any matter or thing whatsoever.
- d. **Governing Law and Arbitration.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, but without giving effect to any choice of law or other principles which might otherwise make the laws of a different jurisdiction govern or apply.

The terms in this document shall govern all the rights and obligations of the parties, notwithstanding any provision of the Convention on Contracts for the International Sale of Goods to the contrary. The Parties hereto agree that any and all disputes or claims arising hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. The arbitrator's decision must set forth a reasoned basis for any award of damages or finding of liability and shall be final and binding. Any arbitration award (including reasonable attorney's fees and related expenses for the prevailing Party) may be entered in and enforced by any court having jurisdiction thereof, and the Parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

- e. Counterparts. This Subscription Agreement in its entirety may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. If electronic signatures are used for this purpose, either party may print out the faxed or imaged version of the Subscription Agreement signed by the other party and then sign in the designated space.
- f. Electronic Signatures. This Subscription Agreement may be signed electronically by a signature or by an exchange of electronically imaged signatures (e.g., Adobe PDF format). Signing and submitting this Agreement electronically or by facsimile or as an imaged file will apply just as if the parties physically signed a paper document.
- g. Contract Interpretation. The Agreement, including Order Form, constitute the entire agreement between the Parties, and upon execution and delivery supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. The Subscription Agreement may not be modified except in writing, signed by both parties. In the event any provisions of the Agreement are held to be unenforceable or invalid, the validity or enforceability of the remaining provisions shall not be affected, and the Subscription Agreement shall be construed in all respects as if the invalid or unenforceable provisions are omitted. No failure or delay of any party in exercising any right under the Subscription Agreement shall operate as a waiver. No waiver of any breach shall be effective unless contained in writing, signed by both parties.

[signature page follows]

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

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

SIDDHA AI, INC.

By: _____

Name: Shanmugapriya Arumugam

Title: President

Date: _____

Exhibit A
SAI Order Form

Programs, Services, Pricing & Term.
Services

App Name	SIDDHA PI	
Plan Type		
Selected Plan Cost		
Number Of Providers		
Cost Per Month		
Promotional Offer		
	Recurring Total Cost Per Month	
	One Time Set Up Fee	

The one time Set-Up Fee **(\$500)** is due upon execution of this Subscription Agreement. SAI will provide the set up services only upon receipt of the one-time fee. The Total Fees are due and payable in accordance with Section 4 of the Subscription Agreement.

Term: The Term of this Order Form shall commence on the date on which SAI first makes the Subscription Services available to the Subscriber and shall continue for the Trial Term. Thereafter, the Order Form will renew on a month-to-month basis upon payment of the monthly fee, unless terminated pursuant to the Subscription Agreement or this Order Form has been superseded by a new order form. The per-month pricing is subject to change upon sixty (60) days' notice.

General: SAI may revise and update the Subscription Services from time to time. If Client wishes to upgrade to a new version, Client will pay the additional fee associated with such upgrade.