**MASTER SERVICES AGREEMENT**

**(Direct Sale)**

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into effective as of [insert date], 2025 (the “Effective Date”), by and between Simpl Healthcare, Inc., a Delaware corporation (the “Company” or “Simpl”), and [insert legal name], a [insert type of entity](the “Customer”).

1. The Company is a provider of the health care data, related services and platforms (all as set forth and described on Exhibit A attached hereto); and

B. The parties now desire to enter into this Agreement pursuant to which the Company will license, and the Customer will purchase, the Services and utilize the Company’s Platform (each as defined below).

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS. The following definitions shall apply in this Agreement:
   1. “Confidential Information” means any code, inventions, know-how, business, technical and financial information, APIs and API technology, and any other nonpublic information of a party (the “Disclosing Party”) or of a third party that the Disclosing Party is required to maintain as confidential (which, for these purposes, shall be deemed the Confidential Information of the Disclosing Party), whether disclosed orally or in written or digital media, that it discloses to the other party (the “Receiving Party”) and identifies as “confidential” or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. Confidential Information does not include information that (a) is already in the Receiving Party’s possession free of any confidentiality obligations at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure by the Receiving Party; (c) a third party subsequently discloses to the Receiving Party on a non-confidential basis, if such third party owes no duty of confidentiality to the Disclosing Party regarding such information and rightfully acquired such information; (d) the Receiving Party independently develops without any access or use of the Disclosing Party’s Confidential Information; or (e) is approved for release or disclosure by the Disclosing Party without restriction.
   2. “Data” means all data and information entered into the Platform by Users in connection with the use of the Services, such as billing information, patient information, patient communications, insurance information, or any other data or information the Customer inputs into the Platform.
   3. “Fees” means subscription fees and any other related fees payable by the Customer to the Company for access and use of the Platform and Services.
   4. “Patient(s)” means an individual patient who receives healthcare services from the Customer and is enrolled in the Platform.
   5. “Platform” means the Company’s proprietary platform, as described in more detail on Exhibit A.
   6. “Provider(s)” means an individual health care provider or clinician employed by the Customer who is authorized by the Customer to access the Platform and use the Services.
   7. “Staff Member(s)” means an individual staff member or other administrative-level person employed by the Customer who is authorized by the Customer to access the Platform and use the Services.
   8. “User” means an individual who is either a Provider, Staff Member or a Patient authorized by the Customer to access the Platform and use the Services.
   9. “Services” means those services, including service outputs, provided to the Customer and Users by the Company in connection with the use of the Platform, together with the provision and operation of the Platform, all as described on Exhibit A.
2. SERVICES.
   1. The Company Platform. Subject to the terms and conditions contained in this Agreement, the Company hereby grants to the Customer and its Users a non-exclusive, non-transferable right to access and use the Platform and Services solely for the Customer’s internal business operations during the Term (as defined below). As soon as reasonably practicable after the Effective Date, the Company shall provide the Customer with the necessary credentials and activation links to allow the Customer and its Users to access the Platform (the “Access Protocols”). The Customer and its Users may only use the Platform in accordance with the Access Protocols and this Agreement. The Customer will not (a) decompile, disassemble, reverse engineer, scrape, store, create derivative works from or otherwise attempt to obtain or perceive the source code from the Platform, the Services or the Service Outputs (as defined below). The Customer acknowledges that nothing in this Agreement will be construed to grant the Customer any right to obtain or use such code, (b) allow third parties other than the Customer’s Users to gain access to the Platform, or (c) sublicense, distribute, deliver, disclose or otherwise provide to a third party the Services, the Service Outputs or the Platform (including, without limitation, the related APIs), any documentation related thereto, or any portion or component thereof.
   2. Access to the Services. The Customer acknowledges that it is the responsibility of the Customer to provide the appropriate links or other Access Protocols necessary for the Users to access the Platform. The Customer shall: (a) notify the Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to the Company immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by the Customer or any User, and (c) not provide false identity information to gain access to or use the Services.
   3. Data Usage. The Customer is solely responsible for collecting, inputting and updating all Data, and the Customer represents and warrants to the Company that (a) the Customer has obtained all consents and/or approvals required in order to provide the Data to the Company and (b) the Data does not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party. The Company will not sell or disclose the Data on an individual (non-aggregated) basis. The Customer grants the Company a royalty-free, non-exclusive and perpetual license to use the Data for the purpose of operating the Platform, providing the Services and for any other use not prohibited by law.
   4. Company Obligations.The Platform shall perform in all material respects in accordance with the terms of this Agreement. The Company will provide standard maintenance for the Platform during the term of this Agreement, which will include “bug fixes” and other minor modifications to the Platform as may be identified by the Company from time to time. In the event that the Customer requests specific development work relating to the Platform, the parties may (but are not required to) execute a mutually acceptable Statement of Work setting forth the proposed development project, milestones, costs, fees and intellectual property rights.
3. SUBSCRIPTION FEES.
   1. Subscription Fees. The Customer will pay to the Company the Fees set forth on Exhibit A and will also reimburse the Company for all reasonable and actual out-of-pocket expenses that the Customer approves in advance. All amounts paid are non-refundable and, except as provided in Section 9 of this Agreement, all payment obligations are non-cancellable.
   2. Invoicing and Payments.Subject to the terms of Exhibit A, the Customer may be charged a recurring annual subscription fee, monthly usage fees, or both. The Company will issue an invoice for the Services in accordance with this Section, unless the parties otherwise agree in writing. The Customer is responsible for providing complete and accurate billing and contact information and for notifying the Company of changes to that information.
      1. The initial annual subscription Fee will be invoiced before the Customer is granted access to the Platform and is immediately payable upon receipt.
      2. The recurring annual subscription Fee associated with any Renewal Term will be invoiced upon the commencement of the Renewal Term and is payable within thirty (30) days from the invoice date.
      3. If applicable, any recurring monthly Fees will be invoiced on or about the last day of each month and are payable within thirty (30) days from the invoice date, based on the number of Users as of the end of each month.

## Taxes. All Fees exclude taxes, levies, duties or similar government assessments, and the Company may charge. and the Customer will be solely responsible for and agrees to pay, any applicable federal, state and local taxes charged, levied or assessed arising from this Agreement in a timely manner, other than those income taxes based on the Company’s net income. The Customer may provide the Company an exemption certificate acceptable to the relevant taxing authority, in which case, the Company will not collect the taxes covered by such certificate. The Customer shall be responsible for any liability or expense incurred by the Company as a result of the Customer’s failure or delay in paying taxes due.

## Overdue Fees. The Company reserves the right to charge the Customer interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower, on any undisputed Fees not received within fifteen (15) days of the payment due date. If any collection efforts are required, the Customer shall be liable for, and agrees to pay, all costs of collection, including, without limitation, reasonable attorneys’ fees, costs and expenses. Nonpayment of undisputed Fees is a material breach of this Agreement.

## Suspension for Non-Payment. The Company reserves the right to suspend delivery of the Services and access to the Platform if the Customer fails to timely pay any undisputed amounts due to the Company under this Agreement, but only after the Company notifies the Customer of such failure and such failure continues for fifteen (15) days. The Customer agrees that the Company shall not be liable to the Customer or to any third party for any liabilities, claims or expenses arising from or relating to the suspension of the Services resulting from the Customer’s non-payment.

1. INTELLECTUAL PROPERTY.

## Customer Data and Confidential Information; License Grant. The Customer hereby grants the Company a non-exclusive, worldwide, fully paid, royalty free, sub-licensable license (a) to use, reproduce, transmit, and distribute the Data for the purpose of providing the Services hereunder; and (b) to modify the Data as necessary to incorporate relevant information therefrom into the Services. The Customer shall retain all right, title and interest (including all intellectual property rights) in and to the Data and the Customer’s Confidential Information, subject to the licenses granted herein. Subject to the terms and conditions of this Agreement, the Customer also grants to the Company a non-exclusive, worldwide, fully paid, royalty free, sub-licensable license to use the Customer’s name, service marks and trademarks on the Platform (and any related portals and applications) for “white labelling” the Platform and related portals and the limited purposes contemplated hereby with respect to the Services, including the performance of the Company’s obligations under this Agreement.

* 1. Other Intellectual Property Rights. Other than the rights granted to the Customer to access and use the Platform and the Services as contemplated herein, the Company retains the sole and exclusive right, title and interest in and to the Platform (and all API interfaces) and specifications, the Company’s trademarks, trade names, domain names, service marks, documentation, the Services, all Service reports, summaries and any and all outputs (collectively, the “Service Outputs”) and the Company’s Confidential Information. The Customer shall not act or fail to act in a manner inconsistent with such ownership nor use of the foregoing in any way other than as specifically provided herein. Any use by the Customer of the Company’s trademarks, service marks or trade names shall inure to the benefit and be on behalf of the Company. The Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback provided by the Customer, including Users, relating to the operation of the Platform, the Services or the Service Outputs. The Company and its licensors reserve all rights not expressly granted to the Company in this Agreement, and nothing in this Agreement shall be deemed to grant any implied right or license.

1. CONFIDENTIALITY.
   1. Obligations. Each Receiving Party agrees that: (a) it will keep all Confidential Information of the Disclosing Party in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (b) it will not disclose any Confidential Information of the Disclosing Party to any third party, except as expressly permitted hereunder or with the prior written consent of the Disclosing Party; and (c) it will not make use of any Confidential Information of the Disclosing Party for its own purposes or for the benefit of anyone other than the Disclosing Party (except as necessary to exercise its rights or fulfill its obligations hereunder). Each Receiving Party will be deemed to have met its obligations hereunder if it treats the Disclosing Party’s Confidential Information with the same degree of care as it treats its own sensitive business information of like kind, but in no event shall the Receiving Party use less than commercially reasonable efforts to prevent unauthorized disclosure of such Confidential Information. Upon termination or expiration of this Agreement, or at any earlier time that the Disclosing Party shall so request, the Receiving Party will deliver promptly to the Disclosing Party, or, at the Disclosing Party’s option, the Receiving Party will destroy, all Confidential Information of the Disclosing Party obtained hereunder (and all copies thereof) that the Receiving Party may then possess or have under its control.
   2. Exceptions. Notwithstanding the foregoing, each party may disclose the Confidential Information of the Disclosing Party to the limited extent required (a) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party’s rights under this Agreement, including to make such court filings as it may be required to do. A party also may disclose the Confidential Information of the Disclosing Party to actual and potential acquirers of the Receiving Party (including accounting, legal and financial advisors), who, in each case are obligated to keep such information confidential pursuant to a binding obligation at least as protective of the Disclosing Party’s confidential information as the terms of this Section 5.
2. REPRESENTATIONS AND WARRANTIES; DISCLAIMER
   1. Representations and Warranties. Each party hereby represents and warrants to the other party that: (a) it is a validly existing business entity, duly licensed and qualified to carry on its business/operations and perform its obligations under this Agreement; (b) it has all rights, licenses, permits, qualifications and consents necessary to perform its obligations and grant the licenses made hereunder; (c) it will comply with all laws in the performance of its obligations and exercise of its rights hereunder, including, without limitation, the Health Insurance Portability and Accountability Act of 1996; and (d) its performance under the Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party. In addition, the Company represents and warrants that it will deliver and perform all Services in a professional and workmanlike manner in accordance with industry standards and the terms of this Agreement.
   2. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, (A) THE COMPANY PROVIDES THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW; (B) THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT; AND (C) THE COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE COMPANY MAKES NO REPRESENTATION REGARDING THE ACCURACY AND COMPLETENESS OF ANY STATISTICS, PARAMETERS, DATA OR INFORMATION MONITORED OR DISPLAYED THROUGH THE SERVICES. THE SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, OR MONITOR IN ANY WAY (I) ANY INFORMATION PRODUCED BY MEDICAL OR SCIENTIFIC MEASUREMENT DEVICES, (II) ANY DIAGNOSIS, ADVICE OR PRESCRIPTION BY ANY PHYSICIAN OR OTHER HEALTHCARE PROVIDER, AND/OR (III) ANY OTHER SERVICES OR TREATMENTS BY PHYSICIANS OR OTHER HEALTHCARE PROVIDERS OF ANY KIND.
3. INDEMNIFICATION
   1. Mutual.To the extent permitted by applicable law,each party (the “Indemnifying Party”) will defend, indemnify, and hold harmless the other party and its parent, subsidiaries, directors, officers, agents, representatives, and employees (each, an “Indemnified Party”) from and against any and all costs, expenses, claims, losses, liabilities, including reasonable, out-of-pocket attorneys’ fees (collectively, “Losses”) incurred by any of them as a result of any third party claim based on (a) a breach or alleged breach by the Indemnifying Party of any of its representations or warranties hereunder; or (b) the gross negligence or willful misconduct of the Indemnifying Party in carrying out its obligations hereunder or using the Services.
   2. IP Indemnity. The Company will defend at its expense any suit brought against the Customer and will pay any settlement the Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Platform misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Effective Date. If any portion of the Platform becomes, or in the Company’s opinion is likely to become, the subject of a claim of infringement, the Company may, at the Company’s option: (a) procure for the Customer the right to continue using the Platform; (b) replace the Platform with non-infringing software or services that do not materially impair the functionality of the Platform; (c) modify the Platform to become non-infringing; or (d) terminate this Agreement and refund any Fees actually paid by the Customer to the Company for the remainder of the Term then in effect, and upon such termination, the Customer will immediately cease all use of the Platform and the Services. Notwithstanding the foregoing, the Company shall have no obligation under this Section or otherwise with respect to any infringement claim based upon (y) any use of the Platform not in accordance with this Agreement; or (z) any modification of the Platform by any person other than the Company or its authorized agents. This Section provides the sole and exclusive remedy of the Customer and the entire liability of the Company, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.
   3. Procedures. The Indemnifying Party’s obligations set forth in this Section 7 are expressly conditioned upon: (a) the Indemnified Party promptly notifying the Indemnifying Party in writing of any threatened or actual claim or suit; (b) the Indemnifying Party having sole control of the defense or settlement of any claim or suit; and (c) the Indemnified Party cooperating with the Indemnifying Party to facilitate the settlement or defense of any claim or suit.
4. LIMITATION OF LIABILITY
   1. EXCLUDED DAMAGES.IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FROM LOSS OF PROFITS, FINANCING, BUSINESS OR REPUTATIONAL HARM, REGARDLESS OF THE NATURE OF THE CLAIM, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
   2. CAP. EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, A BREACH OF SECTION 5 (“CONFIDENTIALITY”) OR SUCH PARTY’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT IN ANY WAY, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO THE COMPANY BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE ALLEGED BREACH BY THE APPLICABLE PARTY; *PROVIDED, HOWEVER*, THAT EACH PARTY’S MAXIMUM AGGREGATE INDEMNIFICATION OBLIGATION HEREUNDER SHALL BE ONE MILLION DOLLARS ($1,000,000).
   3. Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the Fees have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.
5. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the “Initial Term”). At the end of the Initial Term, the Agreement shall automatically renew for successive periods of twelve (12) months (each, a “Renewal Period,” and along with the Initial Term, the “Term”) unless, at least thirty (30) days prior to the end of the Initial Term or any Renewal Period (as the case may be) one party provides the other party written notice of such party’s intention not to renew the Agreement. Upon any termination of this Agreement, (a) the Customer will immediately discontinue all use of the Platform and Services and any the Company Confidential Information; (b) the Company will immediately discontinue all use of the Customer Confidential Information; and (c) the Customer will promptly pay to the Company all amounts accrued by the Customer and payable under this Agreement. The provisions of Sections 1, 3 (as to amounts due and outstanding hereunder), and 4 through 10, inclusive, shall survive termination or expiration of this Agreement.

1. MISCELLANEOUS
   1. Relationship of Parties. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.
   2. Subcontracting. The Company may subcontract components of its Services provided it assumes all liability and responsibility for such subcontractors’ compliance with, or breach of, this Agreement.
   3. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal and state courts located in Travis County, Texas and both parties hereby irrevocably consent to such exclusive jurisdiction and venue for this purpose.
   4. Force Majeure. The Company will be excused from the delay or failure to perform hereunder to the extent the delay or failure results from an act of God, governmental order, fire, strike, embargo, pandemics, terrorist attack, war, riot, insurrection or any other cause beyond the reasonable control of the Company or the Company’s compliance with any requirement of applicable law (each, a “Force Majeure Event”). Any delay resulting from any of such cause will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
   5. Notices. All notices hereunder shall be in writing and shall be given by e-mail, personal delivery, overnight courier service, or by registered or certified mail (postage prepaid and return receipt requested) addressed to the parties at the addresses specified on the Cover Page (or at such other address as a party may designate by notice to the other party).

Notices to the Company shall be directed to:

Simpl Healthcare, Inc.

8300 Manitoba Street, #305

Los Angeles, CA 90293

Attn: Vineet Daniels, CEO

Email: vineetdaniels@simplhealthcare.com

Notices to the Customer shall be directed to:

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* 1. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
  2. Waiver. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
  3. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that a party may assign or transfer this Agreement or all of its rights and obligations under this Agreement without the other party’s consent to a successor-in-interest as a result of a merger, stock or equity interests sale, consolidation or in connection with the sale or transfer of all or substantially all of its business or assets. This Agreement will be binding upon and inure to the benefit of the Company and the Customer and their successors and permitted assigns.
  4. Entire Agreement; Conflicts; Amendments. This Agreement represents the entire agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter hereof and may be changed only in a writing signed by both parties. In the event of a conflict among these Terms and any term set forth in a Statement of Work or attached exhibit or addenda, the term set forth in these Terms will control unless the conflicting term specifically references the inconsistent term of these Terms, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.
  5. Counterparts. This Agreement may be executed in counterparts (including by means of telecopied signature pages or electronic transmission (*e.g*., via DocuSign or similar technology) in portable document format (pdf), all of which shall be deemed originals), each of which is an original but all of which, together, shall constitute but one and the same instrument.
  6. Publicity. The Company may publicly refer to the Customer, including on the Company website and in sales presentations, as a Company customer and may use the Customer’s logo for such purposes. Similarly, the Customer may publicly refer to itself as a customer of the Company, including on the Customer’s website and in sales presentations.

IN WITNESS WHEREOF,the parties hereby execute this Agreement as of the Effective Date.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **COMPANY:** |  |  | **CUSTOMER:** |
|  |  |  |  |  |
|  | **Simple Healthcare, Inc.** |  |  | **[inset entity name]** |
|  |  |  |  |  |
| By: |  |  | By: |  |
| Print Name: |  |  | Print Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

**Exhibit A**

**PLATFORM, SERVICE DESCRIPTION AND PRICING**

**Platform and Service Descriptions**

**Applications**

1. Simpl provides access to the Services via SaaS-based hosted web applications (the “Applications”):

* **Provider Application:** Simpl’s hosted SaaS Platform used by health care professionals, executives and staff to access and use the Services.
* **Consumer Application:** Simpl’s consumer application hosts all required consumer Services, which will allow a Patient to access the Services delivered via the Provider Application.

B. The following Services are included in the Provider and Consumer Applications and provide the following features:

* **White Labelling Capability:** Simpl will “white label” the Applications for the Customer, using the Customer’s logos and marks, branding and color guidelines.
* **Product Orchestration:** The Applications will fulfill the generation and delivery of the Services based on the Service offering codes.
* **User Management:** The Applications will support account creation, secure password management, updates and role management to provide dynamic functionality based on the Service configuration for Users.
* **Provider Management:** The Provider Application will logically separate provider instances to maintain provider specific data such as Patient, location and scheduling information.
* **Email Notifications:** The Applications will support email notifications based on Service availability, such as welcome emails when a new provider has been added.

**Simpl Base Bundle of Services**

* **Scheduling:** Online system for booking and managing Patient appointments and clinician availability
* **Charting:** Ability to add new Patient information such as medications, allergies, immunizations, vitals, documents or images in pre-defined sections of the Patient profile
* **Unlimited Custom Templates:** Ability to create visit note templates that have customized section components add/removed based on configuration
* **Unlimited Custom Forms:** Ability to create form templates such as Patient forms, note or assessment forms that can be customized with any type questions/answers such as check boxes, radio buttons and multi-select
* **Insurance Coding:** A section within the visit note allowing a User to insert various components of insurance billing, such as ICD/CPT codes, locations and rates.
* **Reporting:** A configurable component of the Provider Application for creating custom reporting by healthcare organization.
* **Billing:** Ability to provide billing capabilities for various Services with related fee schedules. There is a separate per transaction pricing for the billing functionality as described below.

**Simpl Enhanced Package of Services**

* **Comprehensive Patient Medical History:** Via Simpl’s integration into the interoperability framework, Simpl will utilize Patient demographics to provide a comprehensive and historical Patient medical record and organize the data into different informational sections for a modern user experience for both Patients and Providers.
* **Medical Record Updates:** Enables a Provider to request an updated search of a Patient profile after 30 days from the last search.
* **AI Summarization:** Provides a summary of the Patient’s previous medical history, which can be customized per healthcare organization to be specialty specific or search for specific coding.
* **Patient Portal:** Simpl’s Consumer Application hosts all required consumer Services, which will allow a Patient to access the Services delivered via the Provider Application.
* **Telehealth:** Ability to create either on demand or scheduled telehealth sessions in which the Provider will open from the Provider Application and the Patient via Patient’s own device.
* **ePrescribe:** Ability for approved Providers to write and send prescriptions electronically to nearly all U.S. pharmacies that are enabled to fulfill prescriptions on an electronic basis.

**Service Pricing**

* **Provider Portal**: $79.00 per Provider/per month and $29.00 per Staff Member/per month for each of the Customer’s Providers and Staff Members who are given access to the Platform and the Services.
* **ePrescribe**: $69.00 per Provider/per month for each Provider who is given access to the ePrescribe Services.
* **Billing**: Each individual transaction is charged a credit card transaction fee of 2.9% *plus* $0.25 (American Express transactions are charged 3.9% *plus* $0.25).
* **Patient Portal**:$0.25 per Patient/per month for access to the following Services through the Consumer Application:
  + Comprehensive Medical History
  + AI Summarization of Medical History
  + Medical Records Updates