



Employer Subscription Terms and Conditions

1. SERVICES

1.1. Program. The “**Program**” allows certain employees of Employer (collectively, “**Employees**”) to apply for a revolving line of credit through Paytient utilizing its third-party lender (the “**Lender**”) and if approved, have access to such line of credit during the Term through an account with Paytient (“**Employee Account**”) for payment of Eligible Expenses. Paytient shall provide the administrative and technology services, including access to the Platform, to administer the Program in accordance with the Terms and Conditions (together with provision of the Program, the “**Services**”).

1.2. Platform. The “**Platform**” means: (i) Paytient’s proprietary software platform available online and as a mobile device application that allows for (a) the Employee to pay Eligible Expenses and manage scheduled repayments through its Employee Account, and (b) the Employer to manage eligible Employees' use of the Program, such as setting up payroll deductions for repayments; and (ii) any user manual, guidelines, specifications, and other documentation made available to Paytient’s platform users in connection with the use of such software platform (the “**Documentation**”).

1.3. Platform License. Subject to the terms and conditions herein including timely payment of the Fees, Paytient grants Employer a limited, non-exclusive, non-transferable right to access and use the Platform during the Term, solely in connection with use of the Platform by Employees and Employer’s execution of its responsibilities, in either case as specified in this Agreement. During the Term, Paytient shall use commercially reasonable efforts to correct material nonconformities in the Platform according to the Documentation so long as information provided by Employer and covered Employees is accurate. Except to the extent the material nonconformities are caused by Employer, Employee, or a third-party, Paytient will make such corrections at its own cost and expense.

1.4. Eligible Expenses. “Eligible Expenses” means the expense categories for which Employees can use the line of credit under the Program. Eligible Expenses are identified in the Order Form.

1.5. Employee Repayment Obligation. Lender through Paytient will extend a revolving credit line to eligible Employees up to the total amount of the Credit Limit. The amounts due under the Employee Account will be repaid to Paytient and/or the Lender (as directed by Paytient) by each Employee through payroll deduction, pre-arranged debit from the Employee’s linked bank account or other payment method (as elected by the Employee), and subject to the Employee Terms. **Subject to the terms herein, Employer shall not bear the financial risk of Employee non-repayment of amounts due under the Employee Account.**

1.6. Employee Repayment Period. Subject to the Employee Terms, the eligible Employee will have up to twelve (12) months from the date of use of the credit under its Employee Account to repay the credit extended.

1.7. Employee Credit Limit. The maximum amount of debt that each Employee may have outstanding under the Program will not exceed the amount identified in the Order Form.

1.8. Enrollment. Paytient shall assist Employer in the enrollment of Employees to the Program by providing Employer with standard enrollment materials. Use of the Platform by any Employee will be subject to: (a) Paytient's approval of the Employee's application for the Program; (b) Employee's completion of the onboarding process; (c) the Employee's agreement to the applicable Credit Card Agreement (currently available on the Platform), the Lender’s Terms and Conditions (where applicable), and other terms, conditions, and Paytient policies relating to Employees’ enrollment and use of the Program and Platform (collectively, the “**Employee Terms**”). Paytient may terminate any Employee’s use of the Platform in accordance with the provisions of the Employee Terms and applicable terms of this Agreement.



1.9. Payments. Paytient will facilitate the processing of payments for Eligible Expenses under the Program during the Term through the Platform in accordance with its policies and protocols and those of its payment processing vendors where applicable and in accordance with applicable law.

1.10. Cooperation in Legal Actions. Each Party shall notify the other if a Party obtains knowledge of any legal action that may impact Employer's use of the Program or Paytient's provision of the Program. Each Party agrees to make reasonable efforts to provide records and cooperation requested and required by the other Party in the defense of any such legal action.

1.11. Service Suspension. Paytient may suspend Employer and its Employee(s) access to the Services (including access to the Platform) if Paytient reasonably determines: (a) there is a threat, attack or security risk to the Services; (b) Employer or any Employee is using the Services or the Platform for fraudulent or illegal activities; (c) Employer is in breach of any terms of this Agreement; (d) potential damage or risk to, or degradation of the Paytient IP (as defined further below); (e) it is necessary to comply with any applicable law, regulation, court order, or other governmental request; (f) suspension is necessary to protect Paytient from potential legal liability; or (g) more than 10% of the current or projected Covered Population defaults on their repayment obligation. Paytient will provide Employer with written notice prior to any such suspension specifying in reasonable detail the reason for the suspension. Paytient will restore access to the Services as soon as the event giving rise to suspension has been resolved, if possible, and if not reasonably possible or after a thirty (30) day cure period where cure is possible, Paytient may terminate this Agreement without liability for such termination. This section will not be construed as imposing any obligation or duty on Paytient to monitor use of the Services. In the event that Paytient suspends Services for the reasons set forth in clauses (a), (d), (e) or (f) of this section, which was not caused by Employer's, an Authorized User's, or an Employee's actions or omissions, Employee shall receive a refund for the pro-rata portion of fees it paid or a pro-rata discount for any amount Employer is obligated to pay, as applicable, to be calculated on a per-diem basis for each day of the Term for which such access is suspended.

2. DISCLAIMERS AND ACKNOWLEDGEMENTS ON PAYTIENT RESPONSIBILITIES

2.1. Not a Fiduciary or Benefit Guarantor. Paytient does not assume any obligations other than those responsibilities expressly stated in this Agreement. Employer understands, acknowledges, and agrees that: (a) Paytient is not the administrator or fiduciary of any employee benefit plan of Employer; (b) Paytient has no discretionary authority or control with respect to any employee benefit plan; and (c) Paytient and Lender will not advance their own funds nor be liable to advance their own funds for Employees Accounts under the Program except to the extent explicitly stated in this Agreement.

2.2. Expenses & Tax. Paytient is not responsible for payment of any expense incurred by Employer in connection with administering the Program, including, but not limited to, the fees of any attorneys, accountants and other individual or entity not employed by Paytient. Paytient makes no representations, warranties or guarantees relating to the tax consequences of this Program to Employees or Employer. Employer is advised to consult its legal counsel or tax advisors concerning the tax effects associated with this Program.

3. EMPLOYER RESPONSIBILITIES

3.1. Program Eligibility. Employer shall have the responsibility and discretionary authority to determine which Employees (including which dependents) are eligible for the Program.

3.2. Services Fees. Employer will pay Paytient an administrative services fee (the "Fees") equal to the amounts identified in the Order Form. Employer will pay Fees in accordance with the frequency identified in the Order Form.

3.3. Payment of Fees and Expenses. Employer shall be responsible for payment of the Fees as set forth on the Order Form. All Fees must be paid by the Employer and the Employer may not charge the Employees any amount to use the Services. Employer's failure to pay any amounts owed to Paytient under this Agreement when due will be a material



breach of this Agreement by Employer, and Paytient shall have the right to suspend or terminate the Services. Paytient may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. Employer agrees to bear full responsibility for any charges, including reasonable attorneys' fees and costs, incurred in the collection of unpaid invoices owed to Paytient. Employer shall be responsible for the payment of all applicable federal, state, local, municipal, sales and other taxes relating to the activities contemplated hereunder, except for taxes based on the net income of Paytient. Employer's obligations hereunder to pay past due amounts with interest and costs of collection as set forth herein shall survive termination of this Agreement. For clarity, repayment of the credit extended for Employee Accounts under the Program is the responsibility of the applicable Employee (not the Employer) and is covered under the Employee Terms between each Employee and Paytient or Lender, as applicable. In connection with a termination or expiration of the Agreement, Employer shall continue to pay a monthly fee for Employees who have repayment amounts outstanding for the shorter of: a) six (6) months from the date of termination or expiration; or b) until such time that each applicable Employee has repaid the outstanding amount in full.

3.4. Changes to Services, Credit Limit, or Covered Population. If Employer requests a material change to the Services, Credit Limit, or Covered Population before the end of a Term, such changes may require an amendment to this Agreement, including changes to the Fees. Paytient will, in its sole discretion, determine whether such changes necessitate an amendment to the Agreement. Paytient reserves the right to change pricing in connection with any Renewal Term in order to address program changes, costs, and market conditions. Paytient will provide at least thirty (30) days notice prior to the end of the current Initial or Renewal Term if Fees will be adjusted in the forthcoming Renewal Term.

3.5. Cooperation, Consents, and Compliance with Law. Employer agrees to cooperate and provide any reasonable assistance necessary to enable Paytient to provide the Services under this Agreement, including, but not limited to, any information necessary for Paytient to carry out its obligations, Services, and rights under this Agreement. Employer shall (a) obtain all consents, authorizations, and permissions required for Employer to provide to Paytient, and for Paytient to access and use in accordance with this Agreement Employer IP (as defined further below); and (b) provide all Employer IP in compliance with applicable laws, including data privacy and protection laws.

3.6. Payroll Deductions. If the Order Form indicates that Payroll Deduction is enabled as an employee repayment method, then Employer agrees to include payroll deduction as an Employee repayment method. In such cases, Employer further agrees to timely process, or where applicable, authorize their payroll service provider to process, payroll deductions and provide the funds for the payroll deductions immediately to Paytient to facilitate applicable Employee repayments under its Employee Account. Employer agrees to authorize access to its third party provider data and systems as reasonably required by Paytient to provide the Services.

3.7. Use Restrictions. Employer shall not and shall not permit its Employees or any third-party to use the Services (including the Platform) for any purposes beyond the scope granted in this Agreement. Employer shall not at any time, directly or indirectly, and shall ensure any individuals who are given access under the Employer's account to the Platform (the "Authorized Users"), its Employees, and any third-parties under its reasonable control do not: (a) copy, modify, or create derivative works of the Services, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services; or (e) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, including but not limited to anti-discrimination or privacy laws.

3.7. Employee Offboarding. Where an Employee's employment is terminated during the Term, for whatever reason, Employer shall abide by Paytient's offboarding policies, as may be updated from time to time by Paytient and



as instructed by Paytient, including providing the Employee with Paytient's Employee offboarding documents and communications.

4. CONFIDENTIALITY

4.1. Definition. Each Party (the “**Receiving Party**”) acknowledges and agrees that the other Party (the “**Disclosing Party**”) has disclosed or may disclose certain confidential, proprietary, and other sensitive business, technical or financial information relating to the Disclosing Party's business, marked or identified as confidential or proprietary, or that would reasonably be deemed as confidential due to the nature of the information or circumstances of disclosure (hereinafter referred to as “**Confidential Information**”). Confidential Information of Paytient includes but is not limited to non-public information regarding features, functionality and performance of the Services. Confidential Information of Employer includes, but is not limited to, sensitive non-public data provided by Employer to Paytient to enable the provision of Services, such as personally identifiable information of its Employees (“**Employer Data**”). The foregoing shall not apply to any information that the Receiving Party can document: (a) is or becomes generally available to the public due to no fault of the Receiving Party; (b) was in its possession or known by it prior to receipt from the Disclosing Party without obligations of confidentiality; (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

4.2. Non-Use and Non-Disclosure. The Receiving Party agrees: (a) to take reasonable precautions to protect the other Party's Confidential Information; (b) not to use the Confidential Information except to perform its obligations or exercise its rights under this Agreement, or with prior written consent of the Disclosing Party; and (c) not divulge to any third party any such Confidential Information, except to its employees, contractors, or advisors who are legally bound by confidentiality obligations as contemplated under this Agreement (“**Representatives**”), and solely as necessary to perform the Receiving Party's obligations or exercise its rights in relation to this Agreement. The Receiving Party shall be liable for its Representatives compliance to the Receiving Party's confidentiality obligations herein.

4.3. Compelled Disclosure. Notwithstanding the foregoing, where the other Party's Confidential Information is required to be disclosed by law or court order, the Receiving Party or its Representative will: (a) provide the Disclosing Party with prompt notice, if legally permissible and to the extent reasonably practicable; (b) make reasonable efforts to assist Disclosing Party in seeking a protective order or another appropriate remedy; and (c) furnish only that portion of the Confidential Information that is legally required to be disclosed by law or court order. Any Confidential Information so disclosed will maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

4.4. Personally Identifiable Information. Employer and Paytient each agree to disclose and process any personally identifiable information, as defined under the applicable data privacy laws, in accordance with such laws and in accordance with such Party's published privacy policies. Employer Data that constitutes protected health information, as defined under the Health Insurance Portability and Accountability Act of 1996 as amended and implementing regulations (collectively, “**HIPAA**”) shall be subject to the provisions of the Business Associate Agreement (“**BAA**”) (available here: <https://www.paytient.com/BAA>) which is incorporated as part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the BAA, the BAA shall control.

5. MARKETING AND PUBLICITY

5.1. Prior to publishing or distributing any marketing materials using the other Party's name, marks or other intellectual property, each Party shall provide the other Party with an opportunity to review and consent to the content of such materials, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS



6.1. Platform Data. Paytient shall own all right, title and interest in the Platform Data. “**Platform Data**” means all data generated by the Employer’s and Employees’ use of the Platform, including information tracking Employee use of the Platform, other than Employer Data. Subject to applicable law, Paytient shall provide Employer with a limited non-transferrable right during the Term to access certain aggregated and anonymized Platform Data as it pertains to Employees' use of the Platform solely for Employer's internal use.

6.2. Employer Intellectual Property. Employer grants to Paytient a non-exclusive, worldwide, royalty free, paid-up, license and right during the Term to: (a) use Employer Data for the provision of Services; (b) use, modify, reproduce, sublicense, display, distribute, transmit, and perform Employer’s name, logos, trademarks, service marks and any photos, videos, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by Employer (collectively, and together with Employer Data, the “**Employer IP**”) in connection with the promotion of the Program for Employer in all media or formats now known or hereinafter developed. Any use of the Employer IP as contemplated in this Agreement is within Paytient’s sole discretion.

6.3. Paytient Intellectual Property. Employer acknowledges and agrees that, as between the Parties, Paytient owns all interest in and to the Services (including the Platform), Platform Data, Paytient trade names, logos, trademarks, service marks, domain names, and any other content created by Paytient or at Paytient’s direction, or assigned to Paytient, and any materials, software, technology or tools used or provided by Paytient to provide the Services and the Program (collectively “**Paytient IP**”). Employer shall not take any action to challenge or object to the validity of Paytient’s rights in the Paytient IP or Paytient’s ownership or registration thereof. All rights to the Paytient IP not expressly granted in this Agreement are reserved by Paytient.

6.4. Feedback. If Employer provides Paytient with feedback, suggestions, reviews, or inquiries, whether in the form of modification requests, data, images, or text about the Program, Paytient IP, or any Paytient product or service (collectively, “**Feedback**”), Employer hereby acknowledges and agrees that Paytient shall own all right, title and interest in and to such Feedback and any enhancements, modifications, or derivatives of Paytient IP derived therefrom.

7. TERM AND TERMINATION

7.1. Initial Term. The “**Initial Term**” for this Agreement is the period identified in the Initial Term section of the Order Form.

7.2. Renewal Term. After the Initial Term, this Agreement shall automatically renew for subsequent twelve (12) month periods (each a “**Renewal Term**”) unless either Party provides a notice of non-renewal at least 60 days prior to the end of the then-current term (the Initial Term and Renewal Terms, together, the “**Term**”). The Services elections may be adjusted for each Renewal Term by mutual agreement no later than ninety (90) days prior to the start of the applicable Renewal Term.

7.3. Termination. This Agreement will be in full force and effect during the Term of the Agreement as provided for in the Order Form, unless earlier terminated by either Party by providing thirty (30) days prior written notice to the other Party in the event of a material breach and such breach is not cured within such 30-day period.

7.4. Effect of Termination. Upon expiration or termination of the Agreement for whatever reason: (a) all of the Services provided by Paytient under this Agreement shall be terminated; (b) no new Employees will be enrolled into the Program; and (c) each Party shall return or destroy the Confidential Information of the other Party, provided such Party may keep one archival copy to the extent required as provided for in its recordkeeping policies and procedures designed to comply with legal and bookkeeping requirements.

7.5. Survival. Termination of this Agreement shall not terminate the rights or obligations of either Party with respect to any period prior to the termination. In addition, any provision that, in order to give proper effect to its intent should survive termination or expiration of this Agreement shall survive such termination or expiration, including but not limited to indemnification obligations, payment obligations of accrued Fees interest, costs and expenses, run-out



fees, limitations on liabilities, and confidentiality obligations on any retained Confidential Information. Employer shall continue to timely process or authorize their payroll service provider, if any, to process payroll deductions and provide the funds for the payroll deductions for repayments for Employee Accounts and perform the Employer's obligations including those under Section 3 (Employer Responsibilities) until all the amounts due under its Employees' Employee Accounts have been repaid to Paytient or the Lender.

8. INDEMNIFICATION

8.1. By Paytient. Paytient agrees to indemnify, defend and hold harmless Employer and its directors, officers, employees, members and agents ("**Indemnitees**") from and against all third party claims, liabilities, lawsuits, settlements, judgements, damages, costs, penalties, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), which are incurred by Employer arising out of: (i) the Services violating or infringing upon the intellectual property rights of a third party; or (ii) Paytient's gross negligence or willful misconduct. Notwithstanding the foregoing, Paytient will have no indemnification obligation for Claims that are caused by: (a) Employer's breach of this Agreement; (b) modifications to the Services not made or authorized by Paytient; (c) Employer's use of the Services in nonconformance to this Agreement or Documentation; (d) use of the Services in combination with third-party products or services not provided or authorized by Paytient where the infringement or violation would not have happened but for such combination; or (e) Employer's gross negligence or willful misconduct.

8.2. By Employer. Employer agrees to indemnify, defend and hold harmless Paytient and its Indemnitees from and against all Claims, which are incurred by Paytient arising out of: (i) the Employer violating or infringing upon, or causing Paytient to violate or infringe upon, the intellectual property rights of a third party; (ii) Employer's or its third-party's errors in payroll processing in connection with the Program; or (iii) Employer's gross negligence or willful misconduct. Notwithstanding the foregoing, Employer will have no indemnification obligations for Claims that are caused by: (a) Paytient's breach of this Agreement; or (b) Paytient's gross negligence or willful misconduct. In addition, Employer agrees to pay over and/or indemnify Paytient for any losses or liability, including attorneys' fees and costs, incurred as a result of Employer voluntarily filing any petition under the United States Bankruptcy Code, being placed an involuntary case under the United State Bankruptcy Code, or otherwise voluntarily or involuntarily being placed in any receivership, liquidation, or other insolvency proceeding in any state or federal court.

8.3. Procedure. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim, suit, action, or proceeding and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such claim, suit, action, or proceeding and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any claim, suit, action, or proceeding in a manner that adversely affects the rights of the indemnified Party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section 8.3 shall not relieve the indemnifying Party of its obligations under this section except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own expense.

9. LIMITATIONS OF LIABILITY; DISCLAIMER

9.1. Indirect Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR



RECOVERY OF THE SERVICES, OR THE PLATFORM; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

9.2. Maximum Liability. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES OWED BY EMPLOYER UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, AGGREGATE LIABILITY SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).

9.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND PAYTIENT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PAYTIENT MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET EMPLOYER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. DISPUTE RESOLUTION; JURISDICTION

10.1. Disputes. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly between representatives of each Party who have authority to settle the controversy. Any disputing Party must give the other Party written notice of any dispute not resolved in the normal course of business ("**Dispute Notice**"). If a dispute has not been resolved by negotiations between the Parties within thirty (30) days of the disputing Party's Dispute Notice, either Party may file a claim pursuant to the terms and conditions set forth in this Agreement. The Parties shall continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until (a) authority to discontinue performance is granted by the Employer or conferred by a court of competent jurisdiction; or (b) the Term of the Agreement has properly and permissibly been terminated or has expired (except for any obligations that are stated to survive termination or expiration).

10.2. Choice of Law and Venue. The formation, validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of New York (except to the extent pre-empted by ERISA or other federal law) without any application of conflict of law rules. Parties agree that any proceeding between the Parties shall be within the exclusive jurisdiction of the state or federal courts located within the State of Missouri, which will be the exclusive venue for any dispute arising under or in relation to this Agreement. Notwithstanding any of the foregoing, either Party may bring suit in any court of competent jurisdiction for equitable relief at any time.

10.3. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. MISCELLANEOUS



11.1. Relationship of the Parties. In performing their respective duties and obligations under this Agreement, the Parties are independent contractors and will not be deemed to be joint venturers, partners or employees of each other.

11.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.3. No Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.4. Force Majeure. If Paytient is unable to perform its obligations under this Agreement due to reasons beyond its reasonable control, such as by reason of war, fire, insurrection, strike, riot, earthquake, hurricane, natural disaster or act of God (a “**Force Majeure Event**”), this Agreement or such portions hereof that Paytient is unable to perform shall be suspended until such time as the Force Majeure Event has been resolved. If the suspension continues for more than sixty (60) days, Employer may terminate this Agreement upon thirty (30) days’ prior written notice.

11.5. Amendments and Modifications. Except to the extent expressly provided for herein, no amendment to, or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party. Paytient may make updates or modifications to its Platform and Program from time to time at its sole discretion. Paytient will provide reasonable prior notice to Employer where such updates or modifications would materially impact Employer’s use of the Services during the Term and work with Employer in good faith to enter into an amendment reflecting any degradation in Employer’s receipt of the Services.

11.6. Assignment; Successors and Assigns. Neither Party may assign this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this clause shall be null and void. Notwithstanding the foregoing, each Party hereby consents to the other Party assigning all of its rights or delegating all of its duties to one or more affiliates, or to an acquiring or surviving entity in a merger or acquisition in which such assigning Party is the acquired entity (whether by merger, reorganization, acquisition or sale of stock) or to the purchaser of all or substantially all of the assigning Party’s assets. Employer acknowledges and agrees that Paytient may subcontract or otherwise delegate any of its functions or duties to be performed hereunder. Any such assignment, subcontract, or delegation will not relieve the assigning Party of its obligations under this Agreement.

11.7. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth on the Order Form (or to such other address or email that the receiving Party may designate from time to time in accordance with this section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail, in each case, return receipt requested, postage prepaid (with a copy via email). Day-to-day communications, and notifications under this Agreement (excluding notices of default, renewal/non-renewal, termination, and indemnification) may be made through email. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements herein.

11.8. Entire Agreement. This Agreement and any documents and agreements referenced and incorporated herein constitute the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of a conflict between this Agreement and any related and incorporated documents, this Agreement will control.