

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between VS Digital Health Corporation, a Delaware corporation with an address at 789 West Pender Street, Suite 1080, Vancouver, BC V6C 1H2 (“**Provider**”), and [SUBSCRIBER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] (“**Subscriber**”). Provider and Subscriber may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Subscriber desires to access the Services, and Provider desires to provide Subscriber access to the Services, subject to the terms and conditions of this Agreement.

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

1. Definitions.

(a) “**Access Portal**” means the link to the Services that is installed and visible on the Subscriber’s website, mobile application, or other digital access portal.

(b) “**Aggregated Statistics**” means data and information related to Subscriber’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) “**Authorized User**” means Subscriber’s employees, consultants, contractors, and agents who are authorized by Subscriber to access and use the Services under the rights granted to Subscriber pursuant to this Agreement.

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Subscriber either electronically or in hard copy form.

(e) “**End User**” means any person that accesses the Services through the Access Portal.

(f) “**End User Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of an End User.

(g) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Subscriber or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics,

End User Data, and any information, data, or other content derived from Provider's monitoring of Subscriber's access to or use of the Services.

(h) “**Services**” means the VSDH One service more fully described on Schedule A.

(i) “**Subscriber Data**” means, other than Aggregated Statistics and End User Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Subscriber or an Authorized User through the Services.

2. Access and Use.

(a) Provision of Access.

(i) Subject to and conditioned on Subscriber's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Subscriber a non-exclusive, non-transferable (except in compliance with Section 12(f)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein.

(ii) Initial access to the Services shall be granted via a URL and sign up page, that Subscriber must complete. Provider shall provide to Subscriber the necessary passwords and network links or connections to allow Subscriber to access the Services. Provider may establish different account types (i.e., administrator account) with certain privileges or restrictions. Provider may limit the number of different account types issues at its sole discretion. Provider may also limit the total number of Authorized Users permitted to access the Services; provided, that Subscriber shall receive notice of any such limit of Authorized Users. Initial access will not be granted until Subscriber has paid the Set Up Fee and Annual Fee (as defined in Exhibit A)

(iii) Access is provided on a state-by-state or facility-by-facility basis, with each state or facility constituting a new “**Environment**” in which the Services are provided. Each additional Environment (state or facility) added by Subscriber (which shall include adding access for an Authorized User located in a state or at a facility not already subscribed for) shall incur the Additional Environment Fee as defined and set forth in Schedule A.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Subscriber's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Subscriber shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Subscriber shall not at any

time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation, other than to End Users through the Access Portal; (iii) 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; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation 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.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Subscriber's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Subscriber's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other person or entity (including, without limitation, any End User); (C) Subscriber, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Subscriber or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Subscriber to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Subscriber. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Subscriber's use of the Services and collect and compile Aggregated Statistics. As between Provider and Subscriber, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Subscriber acknowledges that Provider may compile Aggregated Statistics based on Subscriber Data input into the Services. Subscriber agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with

applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(g) End User Data. Upon the occurrence of each End User accessing the Services through the Access Portal, all End User Data, whether obtained through the provision of the Services, from Subscriber, from the End User, or through other Provider or its affiliates, shall become the sole property of Provider. Provider shall have the exclusive right to exploit, modify, decompile, disclose, or otherwise utilize the End User Data.

3. Subscriber Responsibilities; Payments to Subscriber.

(a) General. Subscriber is responsible and liable for all uses of the Services and Documentation resulting from access provided by Subscriber, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Subscriber is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Subscriber will be deemed a breach of this Agreement by Subscriber. Subscriber shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Payments to Subscriber. As consideration for allowing End Users to access the Services through the Access Portal and utilize the Services, Subscriber shall receive compensation in rates established by Provider (the "**Subscriber Payments**"). Provider shall pay any Subscriber Payments on a bi-weekly (once every two (2) weeks) basis; provided, however, Provider may, at any time, and in its sole discretion, modify the schedule for Subscriber Payments upon notice to Subscriber.

4. Support. During the Term, Provider may provide such support services to Subscriber as may be set forth in the Documentation from time to time, at such cost to Subscriber as set forth in the Documentation or as otherwise agreed upon in writing by Provider and Subscriber.

5. Fees and Payment.

(a) Fees. Subscriber shall pay Provider the fees ("**Fees**") as set forth in Schedule A without offset or deduction. Subscriber shall make all payments hereunder in US dollars on or before the due date set forth in Schedule A. If Subscriber fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 3.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Subscriber shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and

collection agency fees; and (iii) Provider may suspend Subscriber's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order 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 (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Subscriber acknowledges that, as between Subscriber and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Subscriber Data. Provider acknowledges that, as between Provider and Subscriber, Subscriber owns all right, title, and interest, including all intellectual property rights, in and to the Subscriber Data. Subscriber hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Subscriber Data and perform all acts with respect to the Subscriber Data as may be necessary for Provider to provide the Services to Subscriber, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Subscriber Data incorporated within the Aggregated Statistics.

(c) Feedback. If Subscriber or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Subscriber hereby assigns to Provider on Subscriber’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer. THE PROVIDER IP IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS 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. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER’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.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Subscriber from and against any and all losses, damages, liabilities, costs (including attorneys’ fees) (“**Losses**”) incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights, provided that Subscriber promptly notifies Provider in writing of such Third-Party Claim,

cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Subscriber agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Subscriber to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Subscriber.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Subscriber Data.

(b) Subscriber Indemnification. Subscriber shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from (i) any Third-Party Claim that the Subscriber Data, or any use of the Subscriber Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, and (ii) any Third-Party Claims or direct claim based on Subscriber's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (D) breach of this Agreement, or (E) modifications to the Services not made by Provider, provided that Subscriber may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS 9 SETS FORTH SUBSCRIBER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO PROVIDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER 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 ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'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 AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the "**Initial Term**"). This Agreement will automatically renew for additional successive one (1) year terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement at any time upon thirty (30) days prior written notice to Subscriber;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured twenty (20) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any

court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Subscriber shall immediately discontinue use of the Provider IP and, without limiting Subscriber's obligations under 6, Subscriber shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. Except as set forth in Schedule A, no expiration or termination will affect Subscriber's obligation to pay all Fees that may have become due before such expiration or termination or entitle Subscriber to any refund. If Provider terminates this Agreement pursuant to Section 11(b)(ii) or Section 11(b)(iii), Subscriber shall not be entitled to any further Subscriber Payments and forfeits any Subscriber Payments not paid prior to the date of the event giving rise to termination.

(d) Survival. This Section 11(d) and 1, 5, 6, 7, 8(a), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

(f) Assignment. Subscriber may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Export Regulation. Subscriber shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Subscriber Data outside the US.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 6 or, in the case of Subscriber, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Independent Contractors. The Parties will be deemed independent contractors, and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship or franchise between Provider and Subscriber. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage

rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed by the manual or electronic signature of a Party. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures, to the extent and as provided for under applicable law, including, the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031).

[SIGNATURE PAGE FOLLOWS]

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

PROVIDER:

VS DIGITAL HEALTH CORPORATION

By: _____

Name: Shane Madden

Title: President

SUBSCRIBER:

[PRINT SUBSCRIBER NAME]

By: _____

Name:

Title:

[SIGNATURE PAGE TO SOFTWARE AS A SERVICE AGREEMENT]

SCHEDULE A

Services: The VSDH One service which provides access to the VSDH One proprietary software platform for the facilitation of healthcare services, telemedicine encounters with licensed healthcare providers, and pharmaceutical product procurement.

Fees:

Set Up Fee: Contemporaneously with Subscriber's execution of this Agreement, Subscriber shall pay to Provider a set-up fee equal to \$299 ("**Set Up Fee**"). Subscriber will not be granted access to the Services and Provider shall not perform any set up services until the Set Up Fee is paid.

Annual Fee: For provision of and access to the Services, Subscriber shall pay to Provider an annual fee equal to \$2,499 (the "**Annual Fee**"). The initial Annual Fee shall be paid contemporaneously with Subscriber's execution of this Agreement. Each subsequent Annual Fee shall be due on each subsequent twelve (12) month anniversary of the Effective Date. Subscriber will not be granted access to the Services and Provider shall not perform any set up services until the initial Annual Fee is paid.

Additional Environment Fee: For a Subscriber that has executed this Agreement and subscribed for the Services and has paid the Set Up Fee and is current on its payment of the Annual Fee, such Subscriber may authorize access to the Services in additional Environments (a new state or a new facility) for an annual cost of \$2,499 per new Environment (new state or new facility) added, which shall be payable in twelve (12) monthly installments of \$199 per month (the "**Additional Environment Fee**"). All Additional Environment Fees shall be paid within on the first day of each calendar month beginning in the month immediately following Subscriber's authorization of, and Provider's acceptance of the newly added Environment(s).

Except in the event of termination Agreement by Subscriber pursuant to Section 11(b)(ii) or Provider's termination pursuant to Section 11(i), no Fees shall be refundable to Subscriber. In the event of termination of this Agreement by Subscriber pursuant to Section 11(b)(ii) or Provider's termination pursuant to Section 11(i), the Annual Fee and any Additional Environment Fees paid or owing as of the date of termination shall be prorated as of the effective date of termination.