



**PRN CLIENT SERVICE AGREEMENT**

THIS PRN CLIENT SERVICES AGREEMENT (this “Agreement”) is made this 3/26/2020 (the “Effective Date”) by and between PRN SOFTWARE LLC having its principal place of business at 980 Washington St., Suite 330, Dedham, Massachusetts 02026 (“PRN”) and

MYAPPS CORP. dba CallingDr, a Florida

Corporation having its principal place of business at

801 International Parkway, Suite 500, Lake Mary, FL 32746

(“CLIENT”).

WHEREAS, PRN has developed the DoseSpot™ integrated prescription module (“DoseSpot”), web service which utilizes the Surescripts® health information exchange; and

WHEREAS, CLIENT desires to integrate DoseSpot into its medical or dental solution and subscribe to DoseSpot on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

**1. DEFINITIONS**

A. CERTIFICATION means the DOSESPOT WEB SERVICE and CUSTOM PORTAL, if applicable, will be authorized officially by PRN.

B. CLIENT ADMINISTRATOR has the meaning defined in Section 4.A below.

C. CLIENT INTEGRATION SERVICES means the services necessary to integrate the DOSESPOT WEB SERVICE with the CLIENT SOLUTION. The scope of the CLIENT INTEGRATION SERVICES is set forth on EXHIBIT A.

D. CLIENT PROPRIETARY CONTENT shall mean information entered into the DOSESPOT WEB SERVICE by CLIENT.

E. CLIENT SOLUTION means the CLIENT’S current medical or dental solution.

F. CUSTOM PORTAL has the meaning set forth on EXHIBIT B.

G. DOSESPOT WEB SERVICE means a web based service through which the CLIENT can enter prescription information for transmission and processing using the Surescripts health information exchange. The DOSESPOT WEB SERVICE includes (i) text, graphics and data (excluding CLIENT PROPRIETARY CONTENT); (ii) an interface and procedures for selecting, searching, using, interacting with and acting upon such text, graphics and data; and (iii)



all software, including scripts, whether intended to execute on one or more servers or installed on or downloaded to a client device, for implementing the foregoing;

H. END USER LICENSE has the meaning defined in Section 6.A, below.

I. PROTECTED HEALTH INFORMATION means information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164.

J. ROYALTY FEE has the meaning defined in Section 9.A, below.

K. WEB HOST has the meaning defined in Section 3.C, below.

## **2. TERM**

The term of this agreement shall be set forth on EXHIBIT C.

## **3. PRN RESPONSIBILITIES**

A. PRN or, at the election of PRN, a subcontractor of PRN, shall assist in the implementation of the CLIENT INTEGRATION SERVICES.

B. PRN shall develop and maintain software for implementing the DOSESPOT WEB SERVICE. PRN shall have no obligation to make upgrades or to make improvements to the DOSESPOT WEB SERVICE or to make upgrades or improvements available to CLIENT. However, if any such upgrades or improvements are made available to CLIENT, they will be licensed under the terms of this agreement;

C. PRN shall engage a third party service (the “WEB HOST”) to provide servers and other hardware to host the DOSESPOT WEB SERVICE and CUSTOM PORTAL.

D. PRN shall provide initial training in accordance with EXHIBIT A. The training shall cover operation of the DOSESPOT WEB SERVICE and CUSTOM PORTAL as accessed by CLIENT.

## **4. CLIENT RESPONSIBILITIES**

A. CLIENT shall designate at least one (1) employee to act as its administrator under this Agreement (the “CLIENT ADMINISTRATOR”). The CLIENT ADMINISTRATOR shall be PRN’s primary contact for all matters related to this Agreement and the DOSESPOT WEB SERVICE. The initial designated administrator(s) is/are named on EXHIBIT A.

B. CLIENT shall provide PRN access to the CLIENT SOLUTION and its system administrator(s) as necessary to integrate and maintain the CUSTOM PORTAL.



## 5. INTELLECTUAL PROPERTY RIGHTS

A. It is hereby understood and agreed that PRN is the owner of all rights, title and interest to the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, regardless of the media or form in which the DOSESPOT WEB SERVICE is accessed. CLIENT does not acquire any ownership rights to the DOSESPOT WEB SERVICE or CUSTOM PORTAL through downloading, installing, copying or use of the DOSESPOT WEB SERVICE or CUSTOM PORTAL.

B. CLIENT shall not modify, sublicense, assign, or transfer any aspect of the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, or any rights under this agreement, except as expressly provided in this agreement. Any attempt to sublicense, assign, or transfer any of CLIENT'S rights, duties, or obligations will be void.

C. PRN shall retain all rights, title, and interest in the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, and to any modifications, improvements, configurations or customizations made thereto, and any upgrades, updates or documentation provided to CLIENT. CLIENT will not obtain any rights in the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, and to any modifications, improvements, configurations or customizations made thereto, and any upgrades, updates or documentation, as a result of its responsibilities hereunder.

D. CLIENT acknowledges PRN's exclusive rights in the DOSESPOT WEB SERVICE and that the DOSESPOT WEB SERVICE is unique and original to PRN and that PRN is the owner thereof. Unless otherwise permitted by law, CLIENT shall not, at any time during or after the effective term of the Agreement, dispute or contest, directly or indirectly, PRN's exclusive right and title to the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, and to any modifications, improvements, configurations or customizations made thereto, and any upgrades, updates or documentation. CLIENT shall not dispute or contest, directly or indirectly, the validity of any PRN's intellectual rights thereto. If CLIENT does dispute or contest such intellectual property rights, PRN may terminate this Agreement and all licenses granted hereunder.

E. CLIENT shall not attempt to develop or participate in the development of any system during the term of this Agreement and for five (5) years after expiration or termination of this Agreement that both:

1. Performs a similar function as any portion of the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL;  
AND
2. Competes with PRN.

CLIENT shall at all times remain subject to the provisions of Section 14 of this Agreement with respect to the Confidential Information of PRN.



## **6. LICENSE**

A. PRN grants to CLIENT a non-exclusive, non-transferable personal End-User license right to access the DOSESPOT WEB SERVICE through the CUSTOM PORTAL (the “END USER LICENSE”). The END USER LICENSE is restricted to the services paid for according to the ROYALTY FEE schedule in EXHIBIT A.

B. Unless provided otherwise in the documentation or by prior express written consent of PRN, CLIENT shall not display, modify, reproduce or distribute any images, or portion(s) thereof, included with, visible upon access to the DOSESPOT WEB SERVICE, including the CUSTOM PORTAL, or relating to the DOSESPOT WEB SERVICE.

C. The rights licensed hereunder are personal usage rights only. CLIENT shall not, without PRN’s express written consent:

- (1) Copy or reproduce the DOSESPOT WEB SERVICE or any aspect of it;
- (2) Electronically access or copy the underlying software that implements the DOSESPOT WEB SERVICE; or
- (3) Modify, adapt, or create derivative works based on the DOSESPOT WEB SERVICE or any accompanying materials.

## **7. PRIVACY POLICIES AND TERMS OF SERVICE**

A. Privacy of CLIENT PROPRIETARY CONTENT shall be provided by the WEB HOST. CLIENT shall be solely responsible for the input of CLIENT PROPRIETARY CONTENT. Storage of and access to the CLIENT PROPRIETARY CONTENT once entered into the DOSESPOT WEB SERVICE shall be the responsibility of the WEB HOST. PRN employees will not have access to passwords or other security information used by the WEB HOST to secure CLIENT PROPRIETARY CONTENT without the knowledge of CLIENT. Operation and network connectivity thereto of servers hosting the DOSESPOT WEB SERVICE and CUSTOM PORTAL shall be the responsibility of the WEB HOST.

B. PRN agrees to comply with all applicable confidentiality and security laws and requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and its regulations as further specified in the Sub-Business Associate Agreement attached hereto and incorporated herein.

## **8. PROMOTION AND CO-BRANDING**

CLIENT may include in all advertising or promotional material mentioning electronic prescription processing a statement that it is using the DOSESPOT WEB SERVICE. PRN may include in its advertising and promotional material a statement that CLIENT is an authorized user of the DOSESPOT WEB SERVICE. CLIENT agrees to participate in a joint press release and case



study upon CERTIFICATION, subject to CLIENT's approval of the language of the press release which shall not be unreasonably withheld or delayed.

## 9. INTEGRATION AND ROYALTY FEES

A. CLIENT shall pay to PRN as an on-going royalty for CLIENT INTEGRATION SERVICES and access to the CUSTOM PORTAL, if applicable, and DOSESPOT WEB SERVICE a subscription fee as set forth on EXHIBIT A (the "ROYALTY FEE") and, if applicable, a certification or re-certification fee as set forth on EXHIBIT A (the "CERTIFICATION FEE"). The ROYALTY FEE shall be paid monthly in advance. The first monthly payment shall be due upon execution of this Agreement. The CLIENT acknowledges that it must manage the activation and deactivation of prescribers using the CUSTOM PORTAL, if applicable, and DOSESPOT WEB SERVICE during the then current term of this Agreement. Any increase in the number of prescriptions and/or prescribers shall automatically increase the ROYALTY FEE in accordance with the calculation set forth on EXHIBIT A. PRN will invoice the CLIENT for the ROYALTY FEE based on the terms of EXHIBIT A and such invoice shall be due and payable within thirty (30) days of receipt. The CERTIFICATION FEE shall be payable when billed.

B. Any amount not paid when due shall be subject to a late charge of five percent (5%) per month of the amount due and shall accrue until such amount is paid in full. In addition, PRN may, at its sole discretion, terminate access to the DOSESPOT WEB SERVICE to one or more of the prescribers for which CLIENT provides access to the DOSESPOT WEB SERVICE through its CUSTOM PORTAL pursuant to the END USER LICENSE for so long as CLIENT has not paid its past due amount in full, *provided, however* that PRN has provided CLIENT with at least ten (10) days' prior written notice of its intention to do so. CLIENT hereby indemnifies PRN from any and all losses, damages and liability of any kind (including, without limitation, attorneys' fees) resulting from its termination of access to the prescriber(s) as set forth in the preceding sentence.

C. PRN will notify CLIENT at least forty-five (45) days prior to the end of the then current term of any increase in the ROYALTY FEE or any other fees or charges incurred hereunder that will apply during the subsequent term. Such increased fees and charges shall automatically take effect on commencement of the subsequent term unless the CLIENT elects to terminate this Agreement as set forth in Section 2 above.

## 10. WARRANTIES

A. PRN warrants that:

- (1) it shall not access any CLIENT PROPRIETARY CONTENT in a manner or for any purpose other than that authorized by this Agreement;
- (2) its hosting and production services and privacy practices related to the DOSESPOT WEB SERVICE shall be operated in accordance with applicable law; and



- (3) any services rendered by PRN will be performed in a professional manner by qualified personnel.

B. PRN warrants that to the best of PRN's knowledge, the DOSESPOT WEB SERVICE contains no viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

C. In the event of a non-conformity with any of the foregoing warranties, PRN will use all reasonable efforts to promptly remedy the non-conformity at no additional charge to CLIENT. During any period between notice from CLIENT of a non-conformity and remedy of the non-conformity, CLIENT shall be excused from its payment obligations hereunder. The foregoing states PRN's entire liability and CLIENT'S sole and exclusive remedy for breach of any warranty.

D. PRN'S WARRANTIES ON THE DOSESPOT WEB SERVICE, THE CUSTOM PORTAL AND ALL SERVICES ARE LIMITED TO THOSE SET FORTH IN THIS AGREEMENT. PRN MAKES AND CLIENT RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## **11. LIMITATION ON LIABILITY**

A. CLIENT ACKNOWLEDGES AND AGREES THAT THE ROYALTIES AND OTHER CHARGES WHICH PRN IS MAKING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY PRN OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, PRN SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PRN BE LIABLE TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO PRN UNDER THIS AGREEMENT AS A ROYALTY FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

## **12. TERMINATION**

A. Termination for Cause: In the event either party defaults on a material term of this Agreement, the other party may provide the defaulting party with notice of the default. The defaulting party shall have the right to cure the default within sixty (60) days (or such longer period as the non-defaulting party may agree to in writing). If the default is not cured within such cure



period, the non-defaulting party may terminate this agreement by giving notice to the defaulting party.

B. This Agreement may be terminated by either party immediately upon written notice if the other party (1) becomes the subject of any proceeding relating to insolvency, receivership or liquidation; (2) files a petition in bankruptcy; or has filed against it a petition in bankruptcy which is not discharged within ninety (90) days thereof; (3) makes an assignment for the benefit of its creditors; (4) admits in writing its inability to pay debts as they become due. In the event that PRN or CLIENT becomes the subject of any bankruptcy proceeding, the other party shall be entitled to the benefits afforded a licensee of intellectual property pursuant to the provisions of 11 USC sec. 365(n); or (5) failure to complete CERTIFICATION of DOSESPOT WEB SERVICE or CUSTOM PORTAL within one hundred eighty (180) calendar days from Effective Date.

### 13. SURVIVAL

A. The obligations to make any payments that have been earned or accrued as of date of termination shall nonetheless remain payable.

B. The terms of Sections 5E, 10.D, 11, 14, 23, and 15 through and including 21 shall survive the expiration or earlier termination of this Agreement for any reason.

### 14. CONFIDENTIAL INFORMATION

A. “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information of a party (the “Disclosing Party”) to this Agreement (including, without limitation, patents, copyrights and works of authorship, trade secrets, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and software source documents) related to the current, future and proposed business, products and services of such party, and its suppliers and customers, and includes, without limitation, information concerning development, design details and specifications, engineering, customer lists, business forecasts, sales, and marketing plans and any other similar information or data which is disclosed to the other party (the “Recipient”) or to which the Recipient otherwise gains access as a result of performing under this Agreement. “Confidential Information” also includes proprietary or confidential information of any third party that may disclose such information to the Disclosing Party in the course of the Disclosing Party’s business. Confidential Information does not include information, technical data or know-how which: (i) is in the Receiving Party’s possession at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.



B. The Receiving Party agrees not to use the Confidential Information of the Disclosing Party for any purpose except to the extent necessary to fulfill its obligations under this Agreement. The Receiving Party agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials comprising Confidential Information, unless permitted in writing by the Disclosing Party. The Receiving Party agrees not to disclose the Confidential Information to any third parties or to any of its employees, contractors or agent except those of whom who have a need to know the Disclosing Party's Confidential Information to enable the Receiving Party to fulfill its obligations under this Agreement; *provided*, that such parties shall be made aware that such Confidential Information is confidential to the Disclosing Party and shall be under a written contractual restriction on non-disclosure and proper treatment of Confidential Information that is consistent with and no less restrictive than the terms of this Section. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order of a court or other governmental body or by applicable law and to its attorneys, financial advisers, lawyers or accountants; *provided, however*, that the Receiving Party will use all reasonable efforts to notify the Disclosing Party of the obligation to make such disclosure in advance so that the Disclosing Party will have a reasonable opportunity to object to such disclosure. The Receiving Party agrees that it shall treat the Confidential Information with the same degree of care as it accords its own Confidential Information of a similar nature; *provided* that in no event shall the Receiving Party exercise less than reasonable care to protect the Disclosing Party's Confidential Information. The Receiving Party agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of the Disclosing Party's Confidential Information of which the Receiving Party may become aware. The Receiving Party will not communicate any information to the Disclosing Party in violation of the proprietary rights of any third party.

C. Any Confidential Information furnished to the Receiving Party, and all copies thereof, at the earlier of the Disclosing Party's request, or the termination of the business relationship between the Disclosing Party and the Receiving Party, at the Disclosing Party's option, will either be: (1) promptly returned to the Disclosing Party; or (2) destroyed by the Receiving Party (with the Receiving Party providing written certification of such destruction to the Disclosing Party).

## **15. RELATIONSHIP OF PARTIES**

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

## **16. NOTICES AND PAYMENTS**

A. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon (a) personal delivery to the party to be notified; (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business





day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Schedule 1, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section 16.

To PRN:

PRN Software LLC  
980 Washington Street, Suite 330  
Dedham, MA 02026  
Email: andrew@dosespot.com  
ATTN: Andrew Needleman

To CLIENT:

MYAPPS CORP. dba CallingDr  
801 International Parkway Suite 500  
Lake Mary, FL 32746  
[redacted]  
Email: \_\_\_\_\_  
ATTN: Adnan Malik

B. Payments due a party under this agreement shall be sent electronically or sent to the notice address, unless a payment address is otherwise designated in writing by the party to receive the payment. PRN shall provide CLIENT with a payment authorization form pursuant to the instructions listed on Exhibit E.

**17. INTEGRATION/EXHIBITS**

This Agreement together with all exhibits and other related documents that are incorporated herein by reference, embodies the entire Agreement and except as otherwise contemplated herein, supersedes all prior agreements, written and oral, relating to the subject matter hereof. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, the Agreement shall take precedence. Contemporaneously herewith, the parties are executing the Sub-Business Associate Agreement attached hereto as Exhibit D.

**18. AMENDMENTS**

Except as set forth in Section 9, any changes to this Agreement, including any exhibit hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

**19. ASSIGNABILITY**

This Agreement may not be assigned by CLIENT without the express written consent of PRN.



## **20. WAIVER**

The failure of any party hereto to enforce any provision of this Agreement, or any right with respect hereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right, or election, or in any way affect the validity of this Agreement. The failure of any party hereto to enforce any provision, right or election shall not prejudice such party from later enforcing or exercising that provision, right, or election which it has under this Agreement.

## **21. JURISDICTION AND DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to choice of law provisions. Any disputes hereunder shall be brought within one (1) year of the date on which the party becomes aware of any such action or claim or shall otherwise be fully and completely waived. Any and all disputes arising out of or relating to this Agreement shall be finally resolved by arbitration in accordance with JAMS Arbitration Rules then currently in effect, by one independent arbitrator. If the parties fail to agree on the arbitrator within 15 days of commencement of the arbitration, then the parties will allow JAMS to select the neutral arbitrator pursuant to its rules then currently in effect. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C., §§1 et seq. and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any disputes arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances. Nothing in this Agreement shall prohibit a party from instituting litigation to enforce any final determination by the arbitrator in any state or federal court in the Commonwealth of Massachusetts.

## **22. FORCE MAJEURE**

If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

## **23. NON-SOLICITATION**

The parties recognize that their respective employees and contractors, and such employees' and contractors' loyalty and services, constitute valuable assets of the other. Accordingly, neither party shall, while this Agreement is in effect, and for a period of six (6) months thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee or consultant of the other party. The parties agree that the remedy at law for any breach of the foregoing provisions of this section shall be inadequate and that, in addition to any other remedy



it might have, the aggrieved party shall be entitled to injunctive relief without proof of irreparable injury and without posting bond.

#### **24. MUTUAL NEGOTIATION/CONSTRUCTION**

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that the party drafted the ambiguous language. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

#### **25. COUNTERPARTS/FACSIMILE SIGNATURES/ELECTRONIC SIGNATURES**

This Agreement may be executed in multiple counterparts (which may be delivered by facsimile) each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method. Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

#### **26. AUTHORITY**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the party for which he or she is signing, and that he or she will defend and hold harmless the other party and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the parties, will constitute as against each party a valid, legal and binding obligation and will be enforceable against each party in accordance with the terms herein.

#### **27. INSURANCE**

During the term of this agreement CLIENT and for as long as any work orders or contracts have not been completed or terminated, CLIENT will maintain, at its own expense, insurance coverage with limits of no less than those set forth below, and with insurers with a minimum A.M. Best Financial Strength rating of "A- (Excellent)" and Financial Size rating of "X", or equivalent ratings from other valid rating agencies and under forms of policies satisfactory to PRN.

A. Professional Liability Insurance ("Errors and Omissions") in the minimum amount of \$2,000,000 per occurrence, covering losses from any act, errors, omissions, negligence, breach of contract and/or misrepresentations related to CLIENTS obligations under this Agreement. This insurance shall be maintained for a period of at least two (2) years after completion of Agreement.



B. Commercial General Liability including broad form contractual liability and personal injury endorsement, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$1,000,000 per occurrence and no less than \$2,000,000 annual aggregate.

**28. GENERAL**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**29. MISCELLANEOUS**

For purposes of this Agreement: (a) headings used in this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement; (b) references to a Section refer to a Section of this Agreement, unless specified otherwise; (c) the words “includes” and “including” shall not be construed so as to exclude any other thing not referred to or described; (d) the definition given for any term shall apply equally to both the singular and plural forms of the term defined; and (e) unless the context otherwise requires, (i) references to an agreement, instrument or other document (including this Agreement) mean such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (ii) references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder.

\* \* \*



980 Washington St. · Suite 330 · Dedham, MA 02026 · phone: 1-888-847-6814 · www.dosespot.com

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

**PRN SOFTWARE LLC**

By: Andrew Needleman

Title: Chief Executive Officer

Date: 3/26/2020

***Address:***

980 Washington St., Suite 330  
Dedham, MA 02026

**CLIENT:**

MYAPPS CORP. dba CallingDr

By: Adnan Malik

Title: ceo

Date: 3/26/2020

***Address:***

MYAPPS CORP. dba CallingDr

801 International Parkway Suite 500

Lake Mary, FL 32746

[redacted]

[SIGNATURE PAGE TO CLIENT SERVICES AGREEMENT]

**EXHIBIT A**

**Statement of Work**

**CLIENT ADMINISTRATOR(S):**

**COMPANY TECHNICAL CONTACT:** Name: kashif Akram  
Email: [redacted]  
Phone: \_\_\_\_\_

**COMPANY BUSINESS CONTACT:** Name: Adnan Malik  
Email: [redacted]  
Phone: [redacted]

**COMPANY BILLING CONTACT:** Name: Adnan Malik  
Email: [redacted] [redacted]  
Phone: \_\_\_\_\_

**CLIENT INTEGRATION SERVICES:**

The integration phase requires CLIENT to modify or develop source code to integrate the DOSESPOT WEB SERVICE and CUSTOM PORTAL with CLIENT SOLUTION.

CLIENT has elected the Integration Plus+ integration, whereby PRN will expose its Surescripts Certified backend functionality (core services include: Routing – New Rx and Refill Routing, Benefits – Insurance Eligibility and Formulary, and Medication History) for integration with CLIENT SOLUTION. CLIENT acknowledges that sufficient technical resources must be allocated to achieve a successful integration.

Technical Kickoff Meeting: Upon execution of this Agreement, PRN will hold a Technical Kickoff Meeting with CLIENT for the purpose of team introductions and delivering access to the DoseSpot Project Management Workspace. The DoseSpot Project Management Workspace will include sample code, integration tools, documentation, and a support ticket portal.

Dedicated Customer Support: PRN will provide to CLIENT a dedicated CLIENT engagement specialist who will be available to assist the CLIENT during regular business hours, Monday-Friday 9:00am ET-5:00pm ET, via online meetings, phone and email.

Certification and Participation: Upon readiness for Certification, PRN will schedule a certification meeting with a Certification Manager. During the certification meeting, the Certification Manager will ask CLIENT to execute a number of test scenarios. Once the

test scenarios have been completed, Surescripts will review the test scenario results offline and report such results to CLIENT.

Go Live: Once the Certification Manager indicates CLIENT has successfully completed the test scenarios, PRN will send the production environment access information to CLIENT. The production environment access information allows CLIENT to route prescriptions electronically through DoseSpot and Surescripts in the production environment.

**ROYALTY FEE:**

Monthly Rate:

- \$[redacted] per month for twelve (12) months if paid as a lump sum of all 12 months within 5 business days of contract signing. (\$[redacted]).
  - \$[redacted] per month for twelve (12) months if not paid in full within 5 business days of signing.

Items Included/Excluded from Monthly Rate:

- Ten (10) prescriber licenses are included with the monthly rate.
- Ten (10) hours of CLIENT INTEGRATION SERVICES per year is included with the monthly rate
  - Thereafter, CLIENT INTEGRATION SERVICES EPISODES will be billed in 15-minute increments (per episode) at a rate of \$[redacted]/hr per person. An EPISODE is defined as any interaction between PRN and CLIENT pertaining to Surescripts and EPCS related development assistance, integration testing, and certifications and a weekly timesheet will be posted within the PRN / CLIENT Project Management Workspace. PRN will invoice CLIENT monthly and such invoice shall be due and payable within fifteen (15) days of receipt. All account balances shall be paid in full by CLIENT prior to PRN’s engagement with the Surescripts certification team.

Additional Prescriber License Rate:

| Additional Number of Prescribers (over 10 included licenses) | Per Prescriber Monthly Additional Rate |
|--------------------------------------------------------------|----------------------------------------|
| 1 to 100                                                     | \$[redacted]                           |
| 101-500                                                      | \$[redacted]                           |
| 501-1000                                                     | \$[redacted]                           |

|       |                |
|-------|----------------|
| 1001+ | [\$[redacted]] |
|-------|----------------|

Prescribing Agent Rate:

A prescribing agent is a user who does not have the legal ability to prescribe medications, but may send new prescriptions (which are not controlled substances) on a Prescribers behalf. If the user does have the legal right to prescribe medications based on their own license, then the CLIENT shall register them as a Prescriber and the CLIENT shall be billed for a Prescriber license.

- Each Prescribing Agent Rate: \$[redacted] per Prescribing Agent per month

Identity Proofing:

- Surescripts will determine whether the prescriber identity proofing procedures of CLIENT are sufficient based on its sole criteria.
- If Surescripts requires additional identity proofing from CLIENT and CLIENT decides to engage PRN for this service, then the following charges would apply:
  - Each prescriber who is identity proofed through PRN will cost Client a one-time fee of \$[redacted] per prescriber which will be added to the ROYALTY FEE.

Sample Royalty Calculation:

*[redacted]*

The ROYALTY FEE is payable in accordance with the terms of the Agreement. The ROYALTY FEE will automatically increase if additional prescribers are added to the DOSESPOT WEB SERVICE by the CLIENT ADMINISTRATOR.



**EXHIBIT B**

**Special Definitions**

CUSTOM PORTAL shall mean: the web portal integration into the CLIENT SOLUTION by CLIENT / methods for transferring data between DOESPOT WEB SERVICE and CLIENT SOLUTION developed, used or otherwise marketed by PRN. CUSTOM PORTAL does not include text, graphics, interfaces, or business logic for e-Prescribing that reside in CLIENT'S SOLUTION and make calls to DOESPOT WEB SERVICES to fulfill e-Prescribing services.

**EXHIBIT C**

**Term**

The Agreement shall be effective for an initial term from and after the Effective Date until the one (1) year anniversary of the Effective Date unless earlier terminated pursuant to Section 12 of the Agreement. The Agreement shall automatically renew for successive one (1) year terms unless either party gives notice to the other party at least thirty (30) days prior to the end of the then current term.



## EXHIBIT D

### Sub-Business Associate Agreement

THIS SUB-BUSINESS ASSOCIATE AGREEMENT (this “BA Agreement”) is entered into on this 3/26/2020 (the “Effective Date”) between MYAPPS CORP. dba callingDr ., (hereinafter referred to as “Business Associate”) and PRN SOFTWARE LLC, a Massachusetts company (hereinafter referred to as “Vendor”) (individually a “Party” and collectively the “Parties”).

WHEREAS, BUSINESS ASSOCIATE performs services on behalf of covered entities subject to the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 (“HIPAA”), as amended from time to time, and is required to safeguard individually identifiable health information of such covered entities that BUSINESS ASSOCIATE uses, discloses, maintains, or otherwise accesses (hereinafter “protected health information” or “PHI”) on behalf of such covered entities in accordance with the requirements HIPAA establishes and also the requirements set forth in the Health Information Technology Act for Economic and Clinical Health Act and any regulations promulgated thereunder (the “HITECH Act”); and

WHEREAS, BUSINESS ASSOCIATE desires to delegate to Vendor certain tasks, as identified herein, on behalf of BUSINESS ASSOCIATE which may involve the use or disclosure of PHI created or received by BUSINESS ASSOCIATE and/or other business associates of the covered entities; and

WHEREAS, VENDOR desires to perform the designated services on behalf of BUSINESS ASSOCIATE.

NOW THEREFORE, for and in consideration of the mutual premises, conditions and covenants herein contained, the parties hereto agree as follows:

#### **1. Definitions**

(a) Regulations. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in the federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”) and the federal Security Standards, 45 C.F.R. Parts 160, 162 and 164 (the “Security Rule”), and Breach Notification Standards, 45 C.F.R. Parts 160 and 164 (the “Breach Notification Rule”) as they may be amended from time to time.

(b) **The following terms used in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.**



## 2. Specific Definitions

(a) Vendor. “Vendor” shall generally have the same meaning as the term “*business associate*” at 45 CFR 160.103. and in reference to the party to this BA Agreement, shall mean PRN Software LLC.

(b) Business Associate. “Business Associate” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.130 and in reference to the party to this BA Agreement, shall have the meaning set forth in the recitals.

(c) “Protected Health Information” or “PHI” as used in this BA Agreement means (subject to the definition at 45 C.F.R. § 160.103) Individually Identifiable Health Information that Vendor receives from Business Associate or that Vendor creates or receives on behalf of Business Associate. This BA Agreement is intended to comply with the requirements for business associate agreements under the Privacy Rule and is to be construed to achieve compliance with those requirements. References to the specific provision of the Privacy Rule and/or Security Rule are provided, as appropriate.

## 3. Obligations of Vendor

(a) Vendor agrees not to use or disclose PHI other than as permitted or required by the Agreement or as Required by Law. Vendor will comply with the provisions of this BA Agreement related to the privacy, security and breach notification of PHI and all present and future provisions of the HIPAA Rules that are applicable to Business Associate and/or Vendor. To the extent that Vendor is to carry out any of a covered entity’s obligations under the Privacy Rule, Vendor shall comply with the requirements of the Privacy Rule that apply to such covered entity in the performance of such obligations.

(b) Vendor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BA Agreement and comply with the Security Rule with respect to electronic PHI.

(c) Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of this BA Agreement.

(d) Vendor agrees to report promptly to Business Associate any use or disclosure of the PHI not provided for by this BA Agreement of which it becomes aware. This provision applies to Breaches of Unsecured PHI, as those terms are defined at 45 C.F.R. 164.402. Vendor’s notice shall include the applicable elements as set forth at 45 C.F.R. 164.410(c).

(e) In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Vendor agrees to enter into written agreements with any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Vendor, and the terms of such agreements shall incorporate the same restrictions and conditions that apply through this BA Agreement to Vendor with respect to such information.



(f) Vendor agrees to provide access, at the request of Business Associate, and in a timely manner, to PHI in a Designated Record Set, to Business Associate or, as directed by Business Associate, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Vendor agrees to make any amendment(s) to PHI in a Designated Record Set that Business Associate directs or agrees in order to meet the requirements pursuant to 45 CFR 164.526 at the request of Business Associate or an Individual, and in a timely manner.

(h) Vendor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Vendor on behalf of, Business Associate available to the Secretary, in a timely manner, for purposes of the Secretary determining compliance with the Privacy Rule.

(i) Vendor agrees to document such disclosures of PHI and information related to such disclosures as would be required for Business Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Vendor agrees to provide Business Associate, in a timely manner, information collected in accordance with Section 2(i) of this BA Agreement, to permit Business Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

#### **4. Permitted Use and Disclosures by Vendor**

(a) Except as otherwise prohibited by law or limited in this BA Agreement, Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Business Associate as specified in this BA Agreement or the underlying services agreement and statement of work (Exhibit A) between the Parties, *provided* that such use or disclosure would not violate the HIPAA Rules if done by business associate or the minimum necessary policies and procedures of the Business Associate.

(b) In addition to the purposes set forth in subparagraph (a), Vendor may use or disclose PHI provided or made available from Business Associate for the proper management and administration of Vendor or to carry out legal responsibilities of Vendor. Notwithstanding the foregoing, such a use and disclosure is permitted provided that:

- (1) the disclosures are Required by Law, or
- (2) Vendor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Vendor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Vendor may use PHI to provide Data Aggregation services to Business Associate as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).



## 5. Obligations of Business Associate

(a) Business Associate shall notify Vendor of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Vendor's use or disclosure of PHI.

(b) Business Associate shall notify Vendor of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI.

(c) Business Associate shall notify Vendor of any restriction to the use or disclosure of PHI pursuant to 45 CFR 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI.

(d) Business Associate shall not request Vendor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Business Associate.

## 6. Term and Termination of Agreement

(a) Term. The Term of this BA Agreement shall commence as of the Effective Date and shall terminate when all of the PHI created, received, maintained or transmitted by Vendor on behalf of Business Associate is destroyed or returned to Business Associate, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. This provision will survive the expiration or termination of this BA Agreement for any reason.

(b) Termination for Cause. Notwithstanding any other provisions of this BA Agreement, upon a Party's knowledge of a material breach by the other Party of the terms of this BA Agreement, the non-breaching Party shall either:

- (1) provide an opportunity for the breaching party to cure the breach. The non-breaching Party may terminate this BA Agreement if the breaching Party does not cure the breach or end the violation within a reasonable time period as specified by the non-breaching Party; or
- (2) immediately terminate this BA Agreement if cure is not possible.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this Section, upon termination of this BA Agreement, for any reason, Vendor shall return or destroy all PHI created, received, maintained, or transmitted from or on behalf of Business Associate. Vendor shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Vendor. This provision will survive the expiration or termination of this BA Agreement.



- (2) In the event that Vendor determines that returning or destroying the PHI is not feasible, Vendor shall notify Business Associate of this determination and its reasons. If Business Associate agrees that return or destruction of PHI is not feasible, Vendor shall extend the protections of this Addendum to such PHI and limit further uses or disclosures, for so long as Vendor maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Vendor. This provision will survive the expiration or termination of this BA Agreement.

## 7. Miscellaneous

(a) Regulatory References. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L No. 104-191.

(c) Third Party Beneficiaries. This BA Agreement has been made and is made solely for the benefit of the parties named as parties to the agreement and their respective successors and permitted assigns. Nothing in this BA Agreement is intended to confer any rights or remedies under or by reason of this BA Agreement on any persons other than the parties to it and their respective successors and permitted assigns.

(d) Notice. Any notice, approval, request, authorization, direction or other communication under this BA Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt..

(e) Waiver by Accepting Varied Performance. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

(f) Independent Contractors. The Parties to this BA Agreement are independent contractors. Neither Party is an agent, representative or employee of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This BA Agreement will not be



interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

(g) Amendments and Modifications. No amendment, modification, or supplement to this BA Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

(h) Integration. This BA Agreement as well as agreements and other documents referred to in this BA Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This BA Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this BA Agreement or the documents and agreements referred to in this BA Agreement.

(i) Severability. If any term or provision of this BA Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this BA Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this BA Agreement. If any provision or part thereof of this BA Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(j) Choice of Law and Forum Selection. To the extent not preempted by HIPAA or the Privacy Rule, the laws of the Commonwealth of Massachusetts shall govern this BA Agreement. The parties hereto agree that all actions or proceedings arising in connection with this BA Agreement shall be tried and litigated exclusively in the State and Federal courts located in Boston, Massachusetts.

(k) Supercedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this BA Agreement, this BA Agreement shall control

\* \* \*





18 Crawford Street · 2<sup>nd</sup> Floor · Needham Heights, MA 02494 · phone: 1-888-847-6814 · www.doespot.com

IN WITNESS WHEREOF, the parties have executed this BA Agreement the day and the year first above written.

**BUSINESS ASSOCIATE:**

MYAPPS CORP. dba CallingDr

---

**VENDOR:**

**PRN SOFTWARE LLC**

Adnan Malik

---

Printed

Andrew Needleman

---

Printed

3/26/2020

---

Dated

3/26/2020

---

Dated



**EXHIBIT E**

**Payment Authorization Form**

Automatic Monthly Payment by:

Credit Card Payment: A 5% credit card processing fee will be added to invoices paid by credit card.

---

(5% ADDITIONAL FEE APPLIES TO CREDIT CARD PAYMENTS)

Upon execution of this Agreement, you will receive a Payment Authorization Form.