

Standard Terms and Conditions

These Standard Terms and Conditions (the “Terms”) govern your (“You”, “Your”, or “Customer”) purchase of any services (collectively, the “Services”) from CE Broker, Inc., d/b/a Propelus and its Affiliates (collectively, “Propelus”) (Propelus and You shall be referred to herein individually, where appropriate, as a “Party,” or collectively, where appropriate, as the “Parties”). These Terms together with the Order Form and any attachments thereto (collectively, the “Agreement”) constitute the entire Agreement between the Parties regarding the Services and supersede all prior understandings, arrangements and agreements between the Parties, whether written, oral, electronic, express or implied. Propelus reserves the right to amend these Terms from time to time without notice. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Order Form.

1. **Representation of Authority.** You represent and warrant that You, individually and/or on behalf of the entity specified in the Order Form, are authorized to enter into the transaction evidenced by the Agreement.

2. **Definitions.** The following terms, when used in this Agreement, shall have the following meanings:

2.1 **“Affiliate”** means any other entity that directly or indirectly controls a Party, is controlled by a Party or an entity which is under common control with a Party. As used herein, the term “control” means: (i) the power to vote at least ten percent (10%) of the voting power of an entity, or (ii) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

2.2 **“Applicant”** means any individual whose name or identifying information has been provided by Customer to Propelus as a prospective Employee of Customer. For the purposes of this Agreement and its Exhibits, an Applicant shall be considered a subset of “Employee.”

2.3 **“Authorized Personnel”** means any person who processes Personal Data on Propelus’ behalf, including employees, officers, directors, partners, principals, agents, representatives, and contractors.

2.4 **“Customer Data”** means all data, content, material, and other information provided by Customer to Propelus for use in connection with the Services. Customer Data includes both publicly and non-publicly available data provided by Customer to Propelus, and includes Proprietary or Confidential Information (defined below).

2.5 **“Data Protection Laws”** mean all applicable data privacy and security laws relating to the processing of Personal Data that may exist in any relevant jurisdiction, including (but not limited to), the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. as amended by the California Privacy Rights Act of 2020, Cal. Civil Code § 1798.100 et seq. (collectively, “CCPA”).

2.6 **“Deliverables”** mean all web-based reports and notifications generated by Propelus through the Services.

2.7 **“Employee”** means any individual whose name or identifying information is provided by Customer to Propelus for the use of the Services, and includes, without limitation, prospective employees, contractors, and Applicants of Customer. The Services are performed based upon the most recent information provided by, and requests from, Customer regardless of the Employee’s actual employment status.

2.8 **“Personal Data”** means any data that is protected as “personal data,” “personally identifiable information,” “personal information”, or comparable term under Data Protection Laws.

2.9 **“Proprietary or Confidential Information”** means, with respect to a Party hereto, all information or material which: (i) is not publicly available; and either (ii) gives that Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that Party; or (iii) which is (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the Parties to be considered confidential and proprietary or (C) of such a type, nature or character that a reasonable person under like circumstances would treat such information as confidential, including but not limited to employee and medical staff information; business, technical, marketing, financial, customer, or vendor information; or intellectual property. Neither Party shall have any confidentiality obligation with respect to information which: (i) is known or used by the receiving Party prior to disclosure by the disclosing Party; (ii) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party as to such information; (iii) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party; (iv) is independently developed by the receiving Party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice, if permitted by law, to the disclosing Party.

2.10 **“Provider”** means any individual whose name or identifying information has been provided by Customer to Propelus as a medical provider for use of the Services. For the purposes of this Agreement and its Exhibits, a Provider shall be considered a subset of “Employee.”

2.11 **“Services”** means certain services as described in any written Order Form as may be agreed upon by the Parties in writing in accordance with the terms of this Agreement.

2.12 **“Subprocessor”** means any third party engaged directly or indirectly by Propelus to process any Personal Data.

2.13 **“Order Form”** means a written order form signed by both Parties which refers to these Terms.

3. **Services & Deliverables.** During the Term (as defined in the Order Form), Propelus agrees to provide the Services and Deliverables to Customer as set forth in a mutually executed Order Form. Propelus is responsible for delivering and performing only those Services and Deliverables specifically identified in a mutually executed Order Form. Propelus reserves the right to make reasonable changes to features or appearance, and to add or remove functionalities (collectively, a “Change”) of the Services and Deliverables at any time. A description of all Services and Deliverables is provided herein. If Customer discovers a non-conformity with a Deliverable within ninety (90) days following the date of delivery of a Deliverable and Customer notifies Propelus of the non-conformity in writing within ninety (90) days following the date of delivery of such Deliverable, Propelus shall, as Customer’s sole and exclusive remedy, either correct the non-conformity to Customer’s reasonable satisfaction at no additional charge in a timely, professional manner, or, if Propelus fails to timely correct the non-conformity, refund monies paid by Customer for the non-conforming Deliverable.

4. **Change Orders.** Customer shall submit all change requests concerning the Services and Deliverables to Propelus in writing. Neither Party shall be bound by any change requests until the Parties have executed a change order ("Change Order") to reflect the mutually agreed terms of the change request. Unless otherwise agreed upon by the Parties in writing, such Change Order shall be prospective only, and shall not affect the Parties' respective rights and duties which accrued under any prior or existing Order Form. The Parties acknowledge and agree that administrative or other requests for changes to the billing, invoicing, management or structure of the Services and Deliverables including, without limitation, merging, transferring, linking, or splitting accounts by, through, or among Customer and/or any third-parties or Affiliates as a result of merger, acquisition, restructuring, sale or otherwise, or requests for additional and/or in-person training, will require a Change Order and may be subject to additional fees and costs.

5. **Training.** Unless otherwise agreed by the Parties in an Order Form or Change Order, and except as specifically provided for in this Agreement, Propelus will not be responsible for providing any training to Customer or its personnel regarding the use and operation of the Services. Except as may be expressly stipulated in a Change Order or Order Form, any requests for additional and/or in-person training shall be subject to Propelus's approval and may be subject to additional fees and costs.

6. **Use of Service.**

6.1 **Customer Obligations.** Customer is responsible for its use of the Service, including any users accessing the Services under the direction of Customer, and compliance with the terms of use accessible through the applicable Service website. Customer may use the Services only for its own internal business operations and may not sell, license, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer the Services or Deliverables to any third-party. Propelus will grant Customer access to the Services by establishing one or more unique logon identifiers and passwords (the "Service Credentials"). Customer will take all reasonable precautions to protect the Service Credentials from theft, loss or fraudulent use, and is solely responsible for any losses arising from any third-party's use of the Service Credentials, either with or without Customer knowledge or authorization. Customer agrees it will use the Services only for lawful purposes and in accordance with this Agreement. Customer will not attempt to reverse engineer, disassemble or decompile the Software (defined herein), either in connection with use of the Services or any Third Party Add-On (as defined herein) or otherwise.

(a) With regard to any information provided pursuant to requests of the Social Security Administration's Limited Access Death Master File ("LADMF"), Customer certifies that, with respect to LADMF data of any deceased individual at any time during the three calendar year period beginning on the date of the individual's death, which is received by Customer, it shall not: (i) disclose any information contained in the LADMF with respect to any deceased individual to any person other than an Authorized Person (defined below); (ii) disclose any information contained in the LADMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained in the LADMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (x) and (y) of this paragraph; or (iv) use any information contained in the LADMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty. As used in this paragraph, "Authorized Person" means any individual or entity which (x) has a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, (y) has systems facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (z) agrees to satisfy such similar requirements.

6.2 **Third-Party Integrations.** At Customer's request, Propelus may configure the Services to communicate with, or provide access to, third-party applications, systems or databases (each, a "Third Party Add-On"). Customer acknowledges and agrees Propelus is not responsible for any misconfiguration, failure or reduced performance of such Third Party Add-On or the Services, or corruption or loss of Customer Data resulting from, or pertaining to, the use of a Third Party Add-On. If Propelus provides access to a Third Party Add-On and such Third Party Add-On becomes unavailable to Customer for any reason prior to the expiration or termination of the Term, then Propelus may terminate Customer's use of the Third Party Add-On and such termination shall not constitute a breach of this Agreement. Access to Third Party Add-Ons may require Customer to execute a separate third party service agreement (a "Third Party Service Agreement"), and Customer understands and agrees that Propelus shall not incur any liability or have any responsibility with respect to performance or any other aspect of a Third Party Service Agreement.

6.3 **Service Usage Data.** Customer acknowledges and agrees that Propelus may use data transferred to it or collected by it pertaining to the Services including, but not limited to, data related to Service utilization, on a historical, aggregated, de-identified and anonymous basis (collectively, the "Aggregate Data"), in compliance with all applicable laws, to provide for Service research, optimization and development. Aggregate Data shall not identify Customer as the source of any specific data, pattern or finding, nor shall it include any Proprietary or Confidential Information.

7. **Fees, Expenses, and Payment.**

7.1 **Fees.** In consideration of the Services and Deliverables to be performed and furnished by Propelus, Customer shall pay Propelus the Service Fees (as defined in the Order Form) set forth in the applicable Order Form. All fees will be invoiced as set forth the Order Form and each invoice must be paid by Customer to Propelus within the payment terms set forth in each Order Form following the date Propelus transmits each invoice to Customer. Any amounts due to Propelus under this Agreement not received by the date due will be subject to a late fee of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable under applicable law. If: (i) Customer fails to pay Propelus for all invoiced amounts within sixty (60) days of Propelus mailing or electronically transmitting each invoice to Customer (a "Monetary Default"); (ii) Propelus provides written notification to Customer of such failure (a "Monetary Default Notice"); and (iii) Customer does not cure such Monetary Default within thirty (30) days of Propelus mailing or electronically transmitting the Monetary Default Notice to Customer, then, in addition to all other remedies available to it at law or equity, Propelus may immediately stop providing all Services and Deliverables to, or for the benefit of, Customer and Customer waives any claims or defenses on account thereof. Any such Monetary Default shall constitute a material breach of this Agreement by Customer.

7.2 **Expenses.** The Parties do not contemplate that Propelus will incur expenses that will require reimbursement from Customer. In the event Propelus intends to seek reimbursement of expenses from Customer, Propelus will obtain written approval from Customer prior to incurring such expenses.

7.3 **Taxes.** Customer represents that it is exempt from most sales, use, excise and similar taxes and will not be responsible for the payment of any such taxes to Propelus if it timely provides Propelus with a valid exemption certificate. In the event the Services are deemed taxable by any taxing authority, Customer shall pay for taxes imposed in conjunction with this Agreement, including sales, use, excise and similar taxes based on or measured by charges payable under this Agreement and imposed on the purchaser of Services under authority of federal, state or local taxing jurisdictions. Customer's obligation described in this subsection specifically excludes foreign, federal, state and local taxes based upon Propelus's revenues, net income, employees, corporate existence or related tax.

7.4 **Other Fees.** Unless otherwise provided in an Order Form or a Change Order executed by the Parties, all other services rendered by Propelus to, or for the benefit of, Customer which are not expressly agreed upon in advance by the Parties under an Order Form or a Change Order (the "Additional Services") shall be billed to Customer at Propelus's then-current rates. Prior to performing any Additional Services, Propelus will inform Customer in writing of the fees associated with such Additional Services and Propelus will obtain written consent from Customer to perform the Additional Services.

7.5 **ACH.** Customer agrees that all payments due and owing under the Agreement shall be made through automated clearing house ("ACH") transfers from Customer's designated operating account (the "Payment Account") directly to Propelus. Customer hereby agrees to execute and deliver to Propelus an authorization agreement to be provided by Propelus for direct payments whereby Propelus shall be irrevocably authorized to initiate ACH transfers from the Payment Account to Propelus for any fees owing under the Agreement.

8. **Proprietary Rights.** Propelus agrees that any Deliverables provided to Customer in connection with the Services are the exclusive property of Customer. Propelus agrees to execute all papers and do all things reasonably necessary to ensure that Customer obtains full title to such Deliverables. Notwithstanding the foregoing, Propelus is and shall be the sole and exclusive owner of all software, including without limitation all code, source code, object code, algorithms, models, files and file structures comprising the computer programming (collectively, the "Software") used to perform the Services or to provide the Deliverables, and nothing in this Agreement shall transfer any right, title, claim or interest in or to the Software to Customer. Each Party is the sole and exclusive owner of its Proprietary and Confidential Information and nothing herein shall transfer any right, title or interest in or to such Proprietary or Confidential Information to the other Party.

9. **Termination.** Either Party may terminate an Order Form or a Change Order for cause effective immediately upon mailing or electronically transmitting written notice (the "Termination Notice") to the other Party, if: (i) the other Party suffers an Event of Default under this Agreement, and (ii) the breaching Party fails to cure such Event of Default within thirty (30) days of the non-breaching Party sending written notice to the other Party of such a breach or default. Upon Propelus's termination of an Order Form or Change Order as provided herein, all rights to payment for Services and Deliverables rendered by Propelus are hereby preserved and all Service Fees (as defined in the Order Form) are nonrefundable. Customer will only be entitled to seek a pro rata refund of any prepaid Service Fees on account of Customer's termination of an Order Form due to Propelus suffering an Event of Default under this Agreement.

9.1 **Return of Proprietary or Confidential Information.** Within thirty (30) days of the date of termination or expiration of an Order Form: (i) Customer will return all Proprietary or Confidential Information of Propelus in its possession, custody, or control, excepting only such information that is necessary it maintain under another Order Form then in effect; (ii) Propelus will destroy all Proprietary or Confidential Information of Customer in Propelus's possession, custody, or control, excepting only such information that is necessary it maintain under another Order Form then in effect; and/or (iii) if Customer has purchased Customer Data Export, return all Customer Data to Customer as set forth herein. Customer shall retain all right, title and interest in its Proprietary or Confidential Information. In the event of a termination or expiration of less than all Order Forms, the return or destruction obligation shall only apply to Customer Data or Proprietary or Confidential Information, respectively, in such Party's possession due to the terminated or expired Order Form. Customer acknowledges and agrees that Propelus is not liable in any way for the destruction of Customer Data should Customer not purchase Customer Data Export, as set forth herein. Notwithstanding the foregoing, the obligation to return or destroy shall not extend to archival and backup media maintained in the normal operations of Propelus.

9.2 **Events of Default.** Each of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Customer fails to timely pay any and all amounts due under this Agreement;
- (b) Either Party files a petition in bankruptcy under the United States Bankruptcy Code, which petition is not denied or dismissed within sixty (60) days of the date of filing;
- (c) Either Party makes an assignment for the benefit of creditors;
- (d) Either Party consents to, or suffers a final and non-appealable court order for, the appointment of a trustee or receiver for all or a major portion of its property and/or assets;
- (e) Either Party is adjudicated as insolvent or bankrupt under any state or federal law;
- (f) Either Party suffers a writ of attachment or similar process issued by a court of competent jurisdiction against all or substantially all of its assets, which writ or similar process is not contested, stayed, or released within sixty (60) days of its entry; and
- (g) Either Party fails to observe or perform any material covenant, agreement, or provision of this Agreement.

9.3 **No Default.** In no event shall the inaccuracy, unavailability, or reduced availability of any Third-Party Information (as defined herein), Customer Data, or vendor services on which the Services or Deliverables rely or use constitute a default by Propelus of the Agreement, so long as the inaccuracy, unavailability or reduced availability is not within the reasonable control of Propelus.

10. **Warranties.**

10.1 Propelus warrants and represents that any Services performed by Propelus shall be performed in a professional manner, consistent with industry practices, in a diligent, workmanlike, and expeditious manner, and in accordance with all applicable laws.

10.2 Propelus warrants and represents that it has taken and will take in the future reasonable precautions to avoid creating, delivering or transmitting a virus or worm to Customer in connection with the performance of the Services. Propelus further warrants and represents that it will take reasonable precautions to cause any Deliverables provided to Customer to be free from viruses or worms upon their delivery to Customer.

10.3 Propelus may rely on information/data supplied by third-parties (“Third Party Information”) and Customer Data to render the Services. Propelus does not manage or control such Third Party Information or Customer Data and is not liable for failures, reduced performance, or inaccuracies in the Services or Deliverables caused by or originating from Third Party Information or Customer Data. Propelus represents and warrants that reasonable safeguards are in place to protect data integrity between third party databases and Propelus’s Software such that any data output by the Services or input into Customer’s system by the Services is an accurate representation of the Third Party Information or Customer Data provided to Propelus by such third parties (including Customer). Nothing in this Agreement or this subsection shall mean that Propelus warrants or otherwise guarantees the accuracy or availability of any Third Party Information, including Customer Data, which is used or relied upon in rendering the Services and Deliverables.

10.4 Propelus represents and warrants that it is the owner and holder of all rights in the proprietary Software used to perform the Services.

10.5 Propelus represents and warrants that it will meet or exceed all Service thresholds detailed on the applicable Order Form, including maintaining 99% uptime (measured monthly) for all web-based reports (the “Uptime Guaranty”), excluding outages, errors or service interruptions due to scheduled maintenance and/or the unavailability, inaccuracy or reduced availability of Third Party Information or Customer Data, vendor services, or otherwise attributable to causes outside the reasonable control of Propelus. Propelus agrees there shall be no scheduled maintenance during regular business hours, which are defined as Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, excluding holidays. In the event of an unscheduled downtime of the Services exceeding 1% of the available monthly usage, upon Customer’s request Propelus will issue Customer a pro-rata Service Fee credit for the time during which the Services are unavailable in excess of 1% of the available monthly usage.

10.6 Customer represents and warrants that it has all necessary right, title and interest in and to any and all Customer Data provided to Propelus under this Agreement. Customer represents and warrants it has full authority and Employee or other third-party consent, as applicable, to transmit the Customer Data to Propelus and for Propelus to access and use the Customer Data under this Agreement. Customer represents and warrants no Customer Data infringes or violates any patent, copyright, trade secret, trademark, or other third-party intellectual property right. Customer represents and warrants that in providing and accessing the Customer Data, it has and will comply with all applicable state, federal and international laws. Customer acknowledges and agrees it is solely responsible for any inaccuracies in the Customer Data, and Customer represents and warrants the Customer Data is true, accurate, correct, and free from all material defaults or errors. Customer warrants and represents that it has taken and will take in the future all reasonable precautions to avoid creating, delivering or transmitting a virus or worm to Propelus in connection with the Customer Data and the Services and Deliverables. Customer represents and warrants it will not transfer to Propelus or otherwise use the Services to process or store any Protected Health Information (“PHI”), as defined under 45 CFR § 160.103, or use the Services to manage or store so-called electronic medical records (“EMR”) or electronic health records (“EHR”) governed under the Health Information Portability and Accountability Act of 1996 (“HIPAA”). Customer acknowledges, covenants, and agrees it may use the Services to store and manage Health Information (as defined under 45 CFR § 160.103) solely to the extent Customer maintains such Health Information in its employment records in its role as employer. Customer acknowledges and agrees the Services are not intended to be, and shall not be used as, a substitute for a separate EMR/EHR/PHI management and storage solution, but only as a distinct occupational health record set maintained as part of its employment records. Customer represents and warrants it will not use the Services to track, monitor, or otherwise process any personal data of any person who is subject to the provisions of the General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”), (ii) the UK Data Protection Act 2018, the UK General Data Protection Regulation as amended by the Data Protection, Privacy and Electronic Communications Regulations 2019, and the Privacy and Electronic Communications Regulations 2003 (“UK GDPR”), or (iii) the Federal Act on Data Protection (“FADP”) (by way of example and not limitation, any resident or citizen of the European Economic Area, the United Kingdom, or Switzerland).

11. **Disclaimer of Warranties.** Except as provided in the section entitled “Warranties”, the Services and Deliverables are provided “as is” with all faults, and without warranty of any kind. Propelus disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Propelus does not warrant that the Services or Deliverables will meet Customer’s requirements. Customer expressly agrees and acknowledges that use of the Services and Deliverables is at Customer’s sole risk, and that Propelus shall not be responsible for errors in, outages or reduced performance of, or interruptions to, the Services or Deliverables due to, in whole or in part, errors in, outages or reduced performance of, or interruptions to Third Party Information, Customer Data, or vendors upon which the Services rely. These warranties are contingent on the Customer’s proper use of the Services and Deliverables, and Propelus shall not be liable for any reduced performance or outages caused by, in whole or in part, third-party hardware, software or other services outside of Propelus’s control (including Customer’s own systems), Customer’s misuse of the Services or Deliverables, or the negligence or willful misconduct of Customer. No oral or written information or advice given by Propelus or Propelus’s representatives shall create a warranty or in any way increase the scope of the limited Warranties provided in this Agreement. The limited Warranties provided in this Agreement are solely for the benefit of Customer and Customer shall have no authority to extend any such warranty to any third-party.

12. **Indemnification.** The Parties will indemnify each other as follows:

12.1 **By Propelus.** Propelus will indemnify Customer from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys’ fees) which Customer may suffer or incur solely to the extent caused by: (a) Propelus’s breach of the section entitled “Data Security and Privacy,” and (b) Customer’s use of the Services or Deliverables or any portion thereof which infringes or violates any patent, copyright, trade secret, trademark, or other third-party intellectual property right; provided, however, in no event will Propelus indemnify Customer for claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys’ fees) which arise from or are connected with Customer’s own negligence or intentional acts or omissions. In the event that Customer is enjoined from using the Services, Deliverables, or any portion thereof due to the acts or omissions of Propelus, Propelus shall promptly, at its expense and election (including, but not limited to the payment of any royalties occasioned by the following) either: (i) provide to Customer non-infringing means of using the Services and/or Deliverables; (ii) negotiate and procure for Customer the right to use the Services and/or Deliverables without restriction; or (iii) if neither (i) nor (ii) can be accomplished within a reasonable time period on

commercially reasonable terms, and at no cost to Customer, then provide an equitable refund to Customer of monies paid by Customer to Propelus under the applicable Order Form(s) with respect to the Deliverables that Customer is not able to use as a result of such infringement. This section states Customer's sole and exclusive remedy for Propelus's infringement or misappropriation of intellectual property of a third-party.

12.2 **By Customer.** Customer shall indemnify Propelus from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) which Propelus may suffer or incur solely to the extent caused by: (a) Customer's breach of the section entitled "Confidentiality"; and (b) Customer's breach of the section entitled "Warranties".

13. **Limitation of Liability.** EXCEPT FOR CLAIMS OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY OR ITS EMPLOYEES OR AGENTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR A PARTY'S PERFORMANCE HEREUNDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY OR ITS EMPLOYEES OR AGENTS, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES OR CLAIMS, OR IF SUCH CLAIM ARISES DURING THE INITIAL TWELVE MONTHS, THE AMOUNT TO BE PAID BY CUSTOMER DURING SUCH INITIAL TWELVE MONTH PERIOD.

14. **Insurance.** Propelus shall provide commercial general liability insurance (which includes errors & omissions insurance) in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate.

15. **Confidentiality.**

15.1 **In General.** The Parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The Parties agree not to make each other's Proprietary or Confidential Information available in any form to any third-party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of the other Party is not disclosed or distributed by its employees, agents or contractors in violation of the provisions of this Agreement. Each Party's Proprietary or Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Proprietary or Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. The obligations under this section shall survive the expiration or termination of this Agreement and continue in perpetuity; including with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret.

15.2 **Confidentiality of Agreement.** Customer, and any of Customer's Affiliates, shareholders, members, officers, Employees, agents, or assigns, shall not disclose the terms of this Agreement, the existence of this Agreement or any matters relating to this matter except:

- (a) As is required to comply with any applicable rules, statutes or regulations of any governmental agency;
- (b) As is necessary to obtain legal, tax or accounting advice (provided that any legal, tax or accounting professional to whom the Agreement is disclosed must first agree to be bound by the terms of this Agreement concerning confidentiality, and Customer shall be responsible for their respective professionals' compliance with the terms of this Agreement);
- (c) In order to enforce the terms of this Agreement;
- (d) As required by court order or other rule of law;
- (e) To comply with applicable Rules of Civil Procedure relating to discovery in any litigation; or
- (f) With Propelus's express, written consent.

16. **Data Security and Privacy.** Propelus will maintain and enforce commercially reasonable security safeguards and procedures with respect to the Services that are: (a) at least equal to industry standards for such types of locations and size of organization, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Customer Proprietary or Confidential Information. In the event of an unlawful use or disclosure by Propelus, its employees, agents, or subcontractors of Personal Information (as defined under applicable law) resulting from Propelus, its employees, agents or subcontractors failing to comply with its obligations under this Agreement, Propelus shall take the following action with respect to such unauthorized use or disclosure: (a) to the extent required by applicable law, promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was involved in an unauthorized use or disclosure ("Affected Individuals") via written correspondence approved by Customer; and (b) take all action commercially reasonable to mitigate any damages of Customer relating to the unauthorized use or disclosure of Personal Information. Propelus will promptly report to Customer any breaches of security resulting in unauthorized access to Customer's Confidential or Proprietary Information, in accordance with applicable law.

17. **Additional Terms Applicable to Personal Data.** The Parties agree that to the extent Customer Data includes Personal Data, in addition to the terms in this Agreement, the following terms shall apply:

17.1 The Parties shall comply with their obligations under Data Protection Laws. The subject matter, nature, and purpose of the processing is the provision of the Services identified in the Order Form and this Agreement. Propelus will only process Personal Data for the Term of this Agreement. Propelus will not: (a) Sell or Share Personal Data (as such terms are defined under Data Protection Laws); (b) retain, use, or disclose Personal Data for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing it for a commercial purpose other than the business purposes specified in the Agreement or as otherwise permitted under Data Protection Laws; (c)

retain, use, or disclose Personal Data outside of the direct business relationship between Propelus and Customer; or (d) combine it with Personal Data it receives from or on behalf of another business or that it collects from its own interactions with the data subject unless permitted by Data Protection Laws.

17.2 Propelus will notify Customer and stop processing Personal Data if Propelus becomes aware or reasonably believes that any instruction from Customer violates any applicable law or is unable to meet its obligations under the Agreement or Data Protection Laws. Customer has the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data with prior written notice to Propelus.

17.3 Propelus shall upon written request, provide copies or make available to Customer relevant reports, certifications, records, or information to demonstrate compliance with its obligations under this Agreement. Propelus shall allow Customer and its respective auditors, no more than annually, to conduct audits and inspections upon reasonable prior notice, during normal business hours, and if Customer takes all reasonable measures to prevent unnecessary disruption to Propelus' operations.

17.4 Propelus will require all Authorized Personnel to be subject to a contractual or statutory duty of confidentiality. Propelus shall notify Customer of any Subprocessors that may assist Propelus in processing Personal Data subject to this Agreement. Propelus will provide Customer with an opportunity to object to any new or replacement Subprocessors. Customer's consent will be deemed given if it does not object in writing within thirty (30) days after receipt of the notice. Propelus will enter into a written contract with each Subprocessor and such contract will require the Subprocessor to meet the same obligations as Propelus under Data Protection Laws.

17.5 Propelus shall provide reasonable assistance to Customer to meet Customer's obligations to respond to data subject requests to exercise their rights with respect to Personal Data.

17.6 At the end of the Services, Propelus will securely destroy or return Personal Data to Customer. This requirement shall not apply to the extent that Propelus is required by any applicable law to retain some or all of the Personal Data.

18. **Non-Solicitation.** The Parties agree not to recruit or hire any employee of the other Party, either as an employee or consultant, or recruit any such person on behalf of another company, while such person is employed or retained by the other Party and for a period of 12 months after the employee leaves the employ of the other Party, or for a period of 12 months after the termination or expiration of this Agreement, whichever period ends at the earlier date.

19. **Regulatory Requirements.**

19.1 Access to Books and Records. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, Propelus and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Propelus and Customer for Services and to any contract or agreement between Propelus and such related organizations, as well as the books, documents and records of Propelus and its related organizations, if any, which are necessary to verify the cost of the Services provided. Propelus shall promptly advise Customer of such request, and shall promptly provide to Customer copies of any documents so provided. Neither Party shall be deemed to have waived any attorney-Customer or work-product privilege by virtue of this section.

19.2 Compliance With Laws. The Parties intend that this Agreement will comply with all existing and future applicable laws, including state and federal anti-kickback laws, the Medicare/Medicaid Anti-Fraud and Abuse Statutes, the restrictions on Customer by virtue of its tax-exempt status and any federal law relating to physician referrals. Without limiting the generality of the foregoing, Propelus agrees to comply with all applicable data security and privacy laws, statutes and regulations (collectively, the "Laws") in connection with the Services and handling of Customer Data. If, as the result of the enactment of a new statute, regulations, or otherwise, either Party receives a bona-fide written legal opinion concluding there is a substantial risk that, as a result of this Agreement, either Party does not comply with applicable law or that a Party would be legally precluded from billing a third-party payor for services ordered by a medical professional, then the Parties will use good faith efforts to reform this Agreement in such a manner so that it complies with applicable law or does not preclude Customer or its Affiliates from billing a third-party payor, as applicable.

19.3 Excluded Provider. Propelus represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). Propelus agrees to notify Customer within five (5) business days of Propelus's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of Propelus or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that Propelus or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Customer, unless Customer elects in writing to continue this Agreement. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

19.4 Discounts and/or Free Products. Propelus shall assist Customer in complying with the reporting requirements of 42 C.F.R. §1001.952(h), regarding "safe harbor" protection for discounts under the Anti-Kickback Statute. Propelus shall disclose to Customer in this Agreement and on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate. The statement shall inform Customer, as appropriate, in a clear and simple manner of the amount of any discount or rebate so as to enable Customer to satisfy its obligations to report such discount or rebate to Medicare.

20. **Miscellaneous.**

20.1 Modification & Waiver. This Agreement shall not be amended or modified by the terms of any purchase order or other acknowledgement even though Propelus may have accepted or signed such documents. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof, except as specifically provided herein.

20.2 Notice. All notices, demands or consents given under this Agreement will be in writing and sent to Propelus at the address set forth below and to Customer at the address set forth the applicable Order Form, or at such other address as may be given from time to time by either Party to the other in writing, via: (i) first class, certified, or registered mail through the United States Postal Service; (ii) Federal Express/UPS; (iii) overnight courier; or (iv) electronic transmission by e-mail. All notices, demands or consents given under this Agreement will be deemed given when delivered personally, three (3) days after deposit in the mail (certified or registered mail), one (1) day after being sent (overnight courier), or the same day as sent (electronic transmission and facsimile) to the receiving Party at the address set forth in this Agreement or at such other address given by either Party to the other in writing from time to time.

If to Propelus: Propelus, Inc.
Attn: General Counsel
525 3rd Street North, Suite 105
Jacksonville Beach, Florida 32250
legal@cebroker.com

20.3 Entire Agreement. These Terms, together with the Order Form and any attachments thereto, constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations and/or agreements between the Parties in connection with the subject matter hereof, except as specifically set forth or referred to herein. In the event of any conflict between these Terms and any Order Form, the provisions of the Order Form shall control. The Parties each represent that it has not relied on any promises, statements, or representations by any other Party in agreeing to the terms of this Agreement or in deciding to execute this Agreement other than those which may be set forth expressly herein and hereby waives any claim or cause on account thereof.

20.4 Assignment. Neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, to any Affiliate or subsidiary, or in the event of a merger, acquisition, or sale of all or substantially all of its assets.

20.5 Governing Law. The validity, construction and performance of the Agreement and the legal relations among the Parties to the Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding that body of law applicable to choice of law.

20.6 Venue and Waiver of Jury Trial. Any claim, cause, or action brought to enforce the Agreement shall be brought exclusively in Duval County, Florida, and not in any other venue. Customer hereby consents to personal jurisdiction and venue therein and hereby waives any right to object to personal jurisdiction or venue. **The Parties also waive any right to trial by jury of any claims between them and/or arising from or related to this Agreement.**

20.7 Attorneys' Fees and Costs. If any legal action or arbitration is necessary to enforce the terms of this Agreement, including any and all Order Form(s), the prevailing Party shall be entitled to reasonable attorneys' fees and costs incurred in any such legal action or arbitration, in addition to any other relief to which that Party is otherwise entitled.

20.8 Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. Such provision shall be deemed amended or reformed to the minimum extent necessary to conform to the requirements of the law so as to be valid and enforceable in light of the Parties' intent as evidenced by the Agreement. If such provision cannot be amended without materially altering the intent of the Parties, the tribunal having jurisdiction shall revise the provision in a reasonable manner to the minimum extent necessary to make it binding and enforceable. If no such revision is possible, the Agreement shall be construed as if such provision had never been contained herein; provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality, or unenforceability, and the rest of the Agreement shall remain in full force and effect.

20.9 Relationship of the Parties. Propelus is an independent contractor under the Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto. Neither Party shall have any authority to enter into agreements of any kind on behalf of the other Party and neither Party shall have any power or authority to bind or obligate the other Party in any manner to any other third-party. The Agreement is not intended to, and shall not be construed to give any third party (by way of example and not limitation, any Employee) any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

20.10 Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement (except any obligation to make payment hereunder) which is due to any event beyond the reasonable control of such Party, including, without limitation, fire, explosion, unavailability or limited availability of utilities or raw materials, unavailability or limited availability of components or necessary third-party services, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions. In the event Propelus excuses its performance of any of the requirements of this Agreement or otherwise invokes the provisions of this section, the payment provisions of this Agreement shall be suspended for an equal period of time only as to all unaccrued/unearned fees, charges, or amounts.

20.11 Agreement Drafted By All Parties. The Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

20.12 **Captions.** The captions appearing at the commencement of the sections and subsections of the Agreement are descriptive only and for convenience and reference. Should there be any conflict between any such caption and specific language within the section or subsection, the specific language of the Agreement shall control and govern in the construction of the Agreement.

20.13 **Publicity.** Notwithstanding any other provision of the Agreement, Customer consents to Propelus's use of Customer's name and service marks or trademarks to identify Customer as a Propelus Customer in Propelus's marketing, advertising and promotional materials, including on its website and in proposals submitted by Propelus to prospective Customers.

20.14 **Survival.** The following provisions shall survive termination or expiration of the Agreement: Fees, Expenses, and Payment, Proprietary Rights, Termination, Disclaimer of Warranties, Limitation of Liability, Indemnification, Confidentiality, Miscellaneous and any other provision which, by its nature, is intended to survive the termination or expiration of the Agreement.

21. **EverCheck Service Descriptions.** A description of currently available EverCheck Services is as follows.

21.1 **EverCheck HR.**

(a) **Employee License Verification.** Propelus will provide Customer with daily automatic verification of licenses, credentials and registrations ("LCRs"), accessible by Customer at www.EverCheck.com, of Customer's Employees' healthcare LCRs, which verification shall meet the primary source standards of The Joint Commission and DNV Healthcare, as well as monitoring of date-tracked LCRs, as applicable ("EverCheck HR"). Propelus's Software performs verifications based on the publicly available third-party licensing entity(ies)' records identified by Customer. In order to access the LCR verification Services, it is Customer's sole responsibility to submit to Propelus an Employee data file, including any Employees of Customer that Customer wishes to track in a format accessible to, and compatible with, the Software.

(b) **EverCheck Wallet.** Propelus will provide an integration between EverCheck HR and Propelus's mobile and web application ("EverCheck Wallet") which will allow Applicants and Employees to upload LCRs using a personal EverCheck Wallet account. Applicants and Employees will see the LCRs required for employment with Customer and have the opportunity to submit or update those LCRs via the EverCheck Wallet application. EverCheck will verify those LCRs which may be electronically verified.

21.2 **Positions Manager.** Propelus will provide Customer with the ability to add its positions and the required licensure for those positions. Using this information, Propelus will request the required LCRs directly from the Employee using the EverCheck Wallet application, if so enabled. If EverCheck Prehire Service is purchased, Propelus will request the required LCRs directly from the Applicant during the onboarding process using the EverCheck Wallet application. Propelus will identify any Applicants who do not satisfy the LCR requirements, as defined by Customer within the Positions Manager application.

21.3 **EverCheck Prehire.** Propelus will create and maintain a report, accessible by Customer at www.EverCheck.com, which sorts Applicants by status, number of active days, issues that have been identified in the LCR verification process.

21.4 **Exclusions.** Propelus offers an exclusions verification service that performs a monthly search of Customer's Employees against: (i) the List of Excluded Individuals/Entities (LEIE) provided by the Office of Inspector General (OIG), (ii) GSA's System for Award Management (SAM), and (iii) all publicly available state Medicaid exclusions lists, as may be available from time to time. This service includes a monthly report of possible name matches between the GSA and SAM exclusion lists and Customer's Employees and/or vendor list.

21.5 **Manual Verifications.** Propelus provides the option of outsourcing any verifications that cannot be automated and must be performed manually. Through this manual process, LCRs that cannot be monitored through Propelus's proprietary Software will be manually verified at the frequency specified by the Customer in writing. Propelus, without any surcharge, will pass through any fees as imposed by an individual licensing entity for accessing the data pertaining to the verification of the Customer's Employees and Applicants.

21.6 **Motor Vehicle Records.** Propelus will engage a third-party vendor to perform motor vehicle records searches on Employees at the frequency selected by Customer. Propelus's obligations under this Service are limited to accurately transmitting to Customer the information provided to Propelus by the applicable Department of Motor Vehicles and such third-party vendor, which may include: a) the license status; b) expiration date; c) restrictions; d) violations; and e) accidents on driving record. Customer is required to execute an additional End User License Agreement applicable to these Service, as required by applicable law.

21.7 **Propelus Learning.**

(a) **Propelus Professional.** Propelus will provide access to Propelus Professional level accounts, accessible online at www.cbroker.com, to all Employees whose continuing education ("CE") compliance is managed and tracked by Propelus as part of an official partnership with an applicable licensing board, association, or other entity. Propelus Professional accounts allow Employees to track and manage their CE compliance by providing access to their CE transcript, which breaks down educational requirements by subject area and number of hours required for each license renewal biennium. Use of Propelus Professional is subject to the terms and conditions available at www.cbroker.com/terms.

(b) **CE Compliance Admin Suite.** Customer will also have access to an CE completion report, accessible at www.EverCheck.com, which lists each Employee's renewal cycle, subject areas, hours required for each subject area, and hours completed for the required subject areas. This report may be generated only for Employees whose CE compliance is managed and tracked by Propelus as part of an official partnership with an applicable licensing board, association, or other entity.

(c) **Propelus Courses.** Propelus will provide access to CE courses required for Employee license renewal to select professions. Courses will be accessible through the Propelus Professional Application or through a SCORM course library directly accessible by Customer's learning management provider.

20.8 **Support.** Propelus will provide Customer with limited technical support services ("Support") accessible by Customer either via telephone, e-mail, or online depending on the Services purchased by Customer. Support includes troubleshooting Service issues, offering Customer guidance on use of the Services, and responding to questions regarding Service functionality and features. Support does not include addressing, identifying or troubleshooting issues arising from misuse of or modifications to the Services, assistance with Customer hardware or software issues or Customer requested customizations, configurations or modifications, issues with third-party products or

services not sold by Propelus, identifying or resolving Customer Data issues, addressing Customer's IT environment changes that impact the Services, or comprehensive new administrator or user training or onboarding. Support is available Monday through Friday from 8:00 am to 8:00 pm EST, excluding Propelus holidays. While Propelus will use commercially reasonable efforts to address Customer Support requests, it cannot guarantee that all issues will be resolved to Customer's satisfaction. Support response time may vary based upon a variety of factors, including the complexity of the issue, the volume of Support requests, and then-current Support staffing levels. Propelus will also provide training (the "Training") to Customer on use of the EverCheck Services. The Training will include: (i) access to the EverCheck digital knowledge center containing training materials and FAQs; and (ii) two (2) virtual training sessions per month for users of EverCheck HR upon request.

20.9 Customer Data Export. Propelus will export all Customer Data to Customer's designated computer system in a mutually agreed format. Requests for certain or additional export formats will incur additional charges.

22. **EverCheck Implementation**. The Implementation Fee is nonrefundable upon invoicing. The Implementation deliverables pertaining to each EverCheck Service are outlined [here](#).

23. **Immuware Module and Service Descriptions**. A description of currently available Immuware Modules and Services is as follows:

23.1 Immuware Core Platform. Propelus will electronically track, monitor and maintain a database ("Immuware Core") of Employee occupational health records ("OHR") input by Customer, to include: (i) COVID-19 vaccination status; (ii) Hepatitis B vaccination status; (iii) Influenza vaccination status; (iv) MMR vaccination status; (v) Tdap/TD vaccination status; and (vi) Varicella vaccination status; (vii) Charting & Notes, (viii) Color vision screening results; (ix) Drug screening results; (x) Health screening (pre-employment and routine); (xi) Respirator fit test results; (xii) tuberculosis surveillance results; and (xiii) Employee health onboarding clearance status. Immuware Core includes an administrator approval queue for validation of Employee-submitted documentation, reports, dashboards, queues, notifications, obligations, personnel and data import interfaces and user administration. Immuware Core includes Customer access to Support, as defined above. Immuware Core also includes one (1) two (2) hour live training webinar for Customer's designated Service administrators.

(a) Optional Modules. Customer may further expand the functionality of the Immuware Core Service with a variety of modules, including:

- (i) Additional Record Type Tracking. Customer may elect to expand the OHR tracking functionality of Immuware Core by selecting one or more of the following optional additional functions: (i) Audiometry screening results; (ii) Other vaccination status (Hepatitis A, Meningococcal ACWY, Meningococcal B, Mpox, Pneumococcal, Polio, Rabies, etc.); (iii) Certifications and licensure tracking (ACLS, BLS/CPR, LPN, RN, etc. up to a maximum of ten); (iv) USP 800 surveillance results; (v) Spirometry screening results; (vi) training results; (vii) Hepatitis C surveillance results; (viii) COVID-19 screening results; (ix) DOT Physical and (vii) ancillary human resources Employee onboarding items (ex- attestations).
- (ii) Self Service Portal. Employees are granted access to their own records in the Software. This allows Employees to upload documentation for vaccines, tests and certifications received offsite, perform pre-consent, sign forms and complete questionnaires electronically, view and print a full summary record history. This module also includes an administrator approval queue for validation of Employee-submitted documentation.
- (iii) Appointment Scheduler. Customer can configure availability for all appointment types and generate appointment reports for schedulers and administrators. This module allows Employees to view appointment availability in real-time, schedule, edit and cancel appointments, and view their own upcoming appointments from their Self-Service Portal.
- (iv) Incident Tracking. This includes tracking of incidents, including but not limited to, work status, injuries, slip, trips and falls, blood borne pathogen exposures, air borne pathogen exposures, and contract tracing exposures. This module includes a supervisor investigation report, quality review report along with necessary lab follow ups and post-evaluation follow ups. The OSHA 301 form along with the OSHA 300 and 300A logs are included within this module.
- (v) Employee Data Integration. Customer is responsible for providing Propelus with a csv ("flat file") file as defined by the Immuware Service Employee specifications file format. This continuous distribution sequence provides supervisor-Employee associations, and hire and termination dates (demographic information only). Customer is solely responsible for reviewing the import log and remediating any errors.
- (vi) Lab Data Integration. Inbound lab result integration with the Immuware Service is available for most major lab vendors. Certified outbound lab order integration with the Immuware Service is currently only available for Labcorp. Other lab order integration maybe possible for integration but may require time to complete the lab certification process. Depending on the lab vendor, integration may be available via API protocol or Health Level Seven ("HL7") messaging. Propelus supports HL7 v2.3 and v2.3.1, but other versions may be supported if requested, subject to additional charges. If API integration between the Immuware Service and the lab vendor or HL7 integration is not available, a flat file lab data export from Customer's lab vendor via Secure File Transfer Protocol ("SFTP") is required.
- (vii) State Immunization Registry Integration. Bi-directional data integration from Customer's state(s) immunization registry. Customer is responsible for providing facility pin locations and order provider information.
- (viii) Other Data Integration. Data integration with other third-party systems, as specified in the Order Form.
- (ix) Single Sign On. This integration allows authenticated access to the Immuware Service via Customer's identity management service.
- (x) Text Messaging. This allows Service notifications to be sent as text messages (Customer and/or any specified recipients are solely responsible for any additional fees imposed by its wireless carrier).
- (b) Optional Services. Customer may also elect certain optional additional Services including:
 - (i) Historical Data Migration. Customer is responsible for creating and securely providing file(s) from Customer's system of record in a specific file format. Propelus will upload up to three (3) iterations of the Customer's data file(s) (e.g. personnel data or conversion data). If additional iterations are required (as a

result of Customer's data file being in an improper format/corrupt), Customer will be charged an additional cost. If Customer requests migration of file attachments, Customer must codify the relationship between the file attachment and personnel. If the file attachment is meant to be connected to a specific record type within the Software, then Customer must provide a codified relationship between the file attachment, personnel ID and record type ID. Propelus accepts either the file name specified in a data file to codify the personnel and record type, or the file name that can be algorithmically manipulated to codify the personnel and record type. Propelus will not decrypt, rename, alter file types or perform any other such activity on file attachments. Customer is solely responsible for obtaining and housing all Customer Data from its legacy or external system. Propelus will host an SFTP site where the Customer will deliver Customer Data from the legacy or external system to the Software. Due to the nature of the Services, only a subset of the Customer Data will be migrated into the Software (e.g. data for personnel that do not exist in the Software will not be imported into the Software). Once the Customer Data migration efforts are complete, Propelus will remove the Customer Data from the SFTP and decommission it. Propelus reserves the right to issue a Change Order for any Customer requests which cause a material change to the scope of work and no additional work will commence without an approved Change Order.

- (ii) Fillable PDF Setup & Configuration. One-time setup and configuration of a PDF format document which is embedded and populated with Customer Data from the Immuware Service. Customer is responsible for providing the PDF to Propelus and indicating which fields should populate.
- (iii) On-Site Training. Live Customer training on the use of the Immuware Service at Customer's offices or other mutually acceptable location.
- (iv) Customer Data Export. Propelus will export all Customer Data to Customer's designated computer system in raw Structured Query Language ("SQL") BACPAC file format along with a zip file of all documents referenced by a unique identifier in order to reference documents to an Employee account. If Customer requests different or additional export formats, Customer will incur additional charges.
- (v) Service Customizations.
- (vi) Additional Support or Training.

24. **Immuware Implementation.** The Implementation Fee is nonrefundable upon invoicing. The Implementation deliverables pertaining to each Immuware Service are outlined [here](#).