

STANDARD TERMS AND PRIVACY AGREEMENT

This Master Service Agreement (this “**Agreement**”) is between VIGILINT Protective Health Solutions, LLC, a Georgia limited liability company having its principal place of business at 900 Perimeter Park Drive, Suite G, Morrisville, NC 27560 (“**VIGILINT**”), and the entity identified as “**MEMBER**” on the enrollment form (“**MEMBER**”). This Agreement is comprised of the Standard Terms and Privacy Agreement and any Statement of Services that may be entered into from time to time as described in Section 1.1. The parties agree and contract as follows:

1. SCOPE OF WORK.

1.1 General. VIGILINT agrees to provide the services (collectively, the “**Services**”) described in the Statement of Services in writing between VIGILINT and MEMBER, each of which shall describe the Services to be provided, timeline, deliverables, and fees payable in exchange therefor.

2. FEES AND PAYMENTS.

2.1 Fees. MEMBER will pay to VIGILINT the fees specified on the applicable Statement of Service (“**Fees**”) at the time (of enrollment and in the amounts specified on such Statement of Service.

1 VIGILINT ER physician consultation is included; incremental consultations will be invoiced as **\$400 each**, (not included in annual fee).

If a Cleveland Clinic medical consult is deemed medically necessary by a VIGILINT ER physician, the consultation will be invoiced as **\$1300 when incurred**, (not included in annual fee).

If an aeromedical evacuation is required through our partner Medjet, the VIGILINT management oversight fee is: **Operations Center \$120/hour; Physician \$450/consult as needed**, (not included in annual fee).

2.2 Expenses. MEMBER will be responsible for VIGILINT’s out-of-pocket business expenses for incremental services in connection with performance of the Services, including travel, accommodations, meals and incidental expenses.

2.3 Payments. MEMBER will provide payment via online enrollment and may be invoiced for incremental fees as noted in 2.1

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement (the “**Term**”) shall extend for one year from date of enrollment.

3.2 Termination for Cause or for Good Reason. The Term may be terminated by MEMBER for “Cause” or by VIGILINT for “Good Reason”, in each case, without liability to the other party; provided that upon any such termination MEMBER shall be required to pay VIGILINT all Fees (pro-rated for any partial month of service) earned until the date of such termination and all expenses incurred by VIGILINT and its permitted assigns prior to such termination that are eligible for reimbursement hereunder (collectively, the “Accrued Payments”). “Cause” means VIGILINT’s willful and continued failure to provide the Services contemplated hereby that continues after written notice from MEMBER and a reasonable opportunity to cure (in any event no less than thirty (30) days). “Good Reason” means (i) a material breach of this Agreement by MEMBER (including, without

inimitation, the failure by the MEMBER to pay the full amount of Fees at the time specified in the applicable Statement of Services) that is not cured within 15 days of written notice from VIGILINT; (ii) misrepresentation of any material facts related to MEMBER or MEMBER’s products, services or business matters; (iii) any violation of any material local, state or federal law by MEMBER or its subsidiaries or their directors, officers or employees (in their capacity as such); or (iv) any business activities undertaken by MEMBER or its subsidiaries or their directors, officers or employees (in their capacity as such) that VIGILINT determines in good faith might, by virtue of VIGILINT’s relationship with MEMBER, bring VIGILINT into public disrepute, contempt, scandal or ridicule, or which might tend to reflect unfavorably on VIGILINT or VIGILINT’s personnel.

4. STATUS OF ADVISOR.

4.1 Independent Contractor. VIGILINT shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. VIGILINT will perform the Services in the manner it determines appropriate and MEMBER will have no right to control VIGILINT.

4.2 No Fiduciary Responsibility. MEMBER acknowledges and agrees that (i) each Service Provider providing any of the Services hereunder is doing so as, as applicable, as an employee, agent, independent contractor, consultant or representative, as the case may be, of VIGILINT and not of MEMBER; (ii) no Service Provider shall owe any fiduciary or other duty to MEMBER. MEMBER hereby releases and agrees not to pursue any claim to the contrary;

4.3 Work Product. Upon full payment of all amounts due to VIGILINT in connection with this Agreement, all right, title and interest in any deliverables VIGILINT provides to MEMBER will become MEMBER’s sole and exclusive property, except as set forth below. VIGILINT will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, intellectual property, trade secrets and know-how, including such information as existed prior to the delivery of the applicable Services and, to the extent such information is of general application, anything which VIGILINT may discover, create or develop during the provision of such Services.

4.4 Medical and Other Records. All medical records and other records that contain patient health information shall be and remain the property of VIGILINT and shall be treated confidential pursuant to applicable federal laws and the laws of the State of North Carolina, including without limitation, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations (collectively referred to herein as "HIPAA").

4.5 Doctor-Patient Relationship. In the event medical services are provided by VIGILINT, the doctor-patient relationship and all rights and privileges associated therewith shall be between the individual receiving such medical services and VIGILINT.

5. INDEMNIFICATION.

5.1 Indemnification Obligations. MEMBER agrees that VIGILINT and the respective Representatives of each of them will not have any liability to MEMBER or any other person in connection with, related to or arising out of, this Agreement, including the Services to be provided hereunder, except in connection with any willful breach by VIGILINT of its obligations under Sections 6.1. To the fullest extent permitted by applicable law, MEMBER shall indemnify, defend and hold harmless VIGILINT and the respective Representatives of each of them (each such individual or entity to be referred to hereinafter as an "**Indemnified Person**"), from and against any loss, claim, judgment, liability, damage, action or cause of action, joint or several, and any action in respect thereof (including reasonable legal, accounting and other professional fees and expenses that may be incurred by a person in enforcing his, her or its rights to indemnification under this Agreement) (each a "**Loss**" and collectively, "**Losses**"), whether or not involving a third party, to which an Indemnified Person may be subject, insofar as such Loss relates to, arises out of or results from any Covered Event (as such term is defined below) or alleged Covered Event, and will reimburse such Indemnified Person upon request for all Losses incurred by such Indemnified Person in connection with investigating, defending or preparing to defend against any such Loss. The term "**Covered Event**" shall mean (a) any action taken, or omitted to be taken, or services performed, or omitted to be performed, by an Indemnified Person, related to or consistent with the Services or the terms of this Agreement, or (b) any action taken, or omitted to be taken, by MEMBER, in connection with any matter in which an Indemnified Person has been involved pursuant to this Agreement; provided, that the term "Covered Event," with respect to an Indemnified Person, shall exclude any Loss to the extent determined by the final, non-appealable judgment of a court of competent jurisdiction to have been caused by the gross negligence, fraud, bad faith or willful misfeasance of such Indemnified Person. "**Representative**" of a person shall mean any of such person's owners, partners, investors, managing principals, principals, directors, officers, employees, agents, independent contractors, consultants, counsel, advisors and other representatives.

5.2 Limitation of Liability. In no event shall VIGILINT, its be liable to MEMBER for any indirect, special, incidental, consequential, punitive or exemplary damages (including any loss of profits, business interruption costs or otherwise), even if VIGILINT has been advised of the possibility of such damages and even if a limited remedy is deemed to have failed of its essential purpose. VIGILINT's total liability to MEMBER for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed all amounts actually paid to VIGILINT under this Agreement.

6. PUBLICITY.

6.1 Covenant. Each party agrees not to use the name of the other party or any of its affiliated companies in any sales or marketing publication or advertisement or make any public disclosure except as may be legally required, relating to this Agreement or the other party or any of its affiliated companies, without obtaining the prior written consent of the other party. Specifically, MEMBER shall not release any public announcements. In addition, MEMBER shall not use VIGILINT's corporate name, logos, trademarks or service marks without VIGILINT's prior written authorization. MEMBER agrees that it shall not engage in any conduct that could reasonably be expected to bring VIGILINT into public disrepute, contempt, scandal or ridicule, or which might tend to reflect unfavorably on VIGILINT or either of their personnel.

7. GENERAL PROVISIONS.

7.1 Subcontractors. In connection with the provision of the Services hereunder, VIGILINT may engage subcontractors at any time in its sole discretion; provided, however, that VIGILINT shall be fully responsible for the acts or omissions of any such subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between MEMBER and any subcontractor, nor any obligation on the part of MEMBER to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by applicable law.

7.2 Governing Law; Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to its principles or rules of conflicts of laws. MEMBER submits to the exclusive jurisdiction, for the resolution of disputes arising under this Agreement, of the state and federal courts sitting within Wake County, North Carolina. Except as otherwise provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by applicable law.

7.3 Construction. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

7.4 Further Assurances. Each party hereto shall execute and deliver, and cause to be executed and delivered, such additional documents and perform, and cause to be performed, such acts as are reasonably requested by the other party to effect fully the intent of this Agreement.

7.5 Assignment. Neither party may assign any rights or obligations under this Agreement without the prior consent of the other; provided, however, that (a) VIGILINT shall be entitled to assign this Agreement to any of its affiliates or upon a Change of Control (as defined below), and (b) VIGILINT shall be entitled to assign all or any portion of its rights or obligations under this Agreement to a subcontractor pursuant to Section 7.1. For purposes of this Section 7.5, “Change of Control” with respect to a party occurs if any person or group of persons acquires, directly or indirectly (i) all or substantially all of the assets of such party or (ii) 50% or more (whether by means of a merger, consolidation, acquisition or otherwise) of the outstanding equity interests of such party.

7.6 Survival. The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement. Without limiting the generality of the foregoing, Article 2 (Fees and Payments), Article 4 (Status of Advisor), Article 5 (Indemnification), Article 6 (Publicity), Section 7.2 (Governing Law; Remedies) and this Section 7.6 (Survival) shall indefinitely survive the expiration or termination of this Agreement.

7.7 Modification. No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives.

7.8 Force Majeure. No party hereto shall be liable to either of the other parties for delay in any performance or failure to render any performance under this Agreement when such delay or failure is beyond the reasonable control of, and without intentional wrongdoing or bad faith of, the party asserting the claim of Force Majeure. A “**Force Majeure**” shall include any acts of God, strikes, terrorist acts, lockouts or other labor disputes or industrial disturbances, civil disturbances, shortage of raw materials or energy, acts, directives or binding orders of any court or governmental authority or person purporting to act therefor and such orders or regulations (regardless of the validity of such order or regulation) of governmental bodies or agencies asserting jurisdiction as would inhibit or prohibit performance required by this Agreement. This Agreement shall be suspended as to the Services during the pendency of any Force Majeure. Any and all suspended Services shall resume after such contingency ceases to exist and this Agreement shall resume in accordance with its terms.

7.9 Reformation. If (a) there is (i) any change in any federal, state, or local statute, law, regulation, legislation, rule, policy, or general instruction, or a change in any third party reimbursement system, or (ii) any ruling, judgment, decree, or interpretation by any court, agency, or other governing body having jurisdiction over either party hereto (for purposes of this Section 7.9, a “**Regulatory Matter**”), and (b) such Regulatory Matter materially and adversely affects, or is reasonably likely to affect, the manner in which either party is to perform or be compensated under this Agreement or which shall make this Agreement unlawful, the parties shall immediately use their best efforts to enter into a new service arrangement or basis for compensation for the Services furnished pursuant to this Agreement that complies with such Regulatory Matter and approximates as closely as possible the economic position of the parties prior to such Regulatory Matter. If the Parties are unable to reach a new agreement within a reasonable period of time following the date upon which it becomes reasonably certain that such Regulatory Matter will arise, then either party may submit the issue to arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration for the purpose of structuring a new service agreement in accordance with this Section and which new service agreement shall be binding on the parties.

7.10 Entire Agreement; Counterparts; Amendments, Etc. This Agreement: (a) may be executed in one or more Standard Terms and Privacy Agreement counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (b) may be amended, waived or supplemented only by written instrument signed by the parties hereto; (c) shall be binding upon the respective successors, trustees and permitted assigns of the parties hereto; (d) other than as provided in Section 5.1, shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof; and (e) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto except that any agreement regarding confidential information of the parties shall continue in full force and effect in accordance with its terms following the execution of this Agreement.