# Advanced Neuromuscular Performance & Physical Therapy End User Software License Agreement

This End User Software License Agreement (the "Agreement") is made and effective [DATE],

BETWEEN: ProBizCa (the "Licensor"), a corporation organized and existing under the laws of the state of

Delaware, with its head office located at: P.O. Box 153237 Arlington, Texas 76015

AND: Advanced Neuromuscular Performance & Physical Therapy (the "Licensee"), a corporation organized and existing under the laws of the Texas, with its head office located at: 1211 S. Main St. Suite

500, Keller, Texas 76248

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

#### 1. License

## 1.1 Software License

Licensor hereby grants to Licensee a perpetual, irrevocable, non-exclusive license (the "License") to use the program supplied hereunder (the "Program") and other materials related thereto (the "Documentation", which collectively with the Program is referred to herein as the "Software"), subject to the terms and conditions hereinafter set forth in this Agreement and the schedules annexed to this Agreement (the "Schedules").

# 1.2 License Fee and Payment

As consideration for the License, Licensee will pay Licensor the amounts set forth in <u>Schedule A</u> annexed hereto pursuant to the terms stated therein.

#### 2. Licensed Software

# 2.1. The Program

The Program will consist of the modules or components, will perform the functions and will comply with the proposals and specifications identified or set forth on <a href="Schedule B">Schedule B</a> annexed hereto. Licensor is required to deliver to Licensee the number of copies of the Program specified in <a href="Schedule B">Schedule B</a>, which shall be contained on machine-readable media which can be read by the hardware on which the Program is to be run (the "Hardware"), as specified in <a href="Schedule C">Schedule C</a> annexed hereto. Licensee will have the right, as part of the License granted herein, to make as many additional copies of the Program as it may deem necessary.

#### 2.2. Documentation

The Documentation will consist of any and all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with the Program, as set forth in <u>Schedule B</u>. Licensor is required to deliver to Licensee the number of copies of said Documentation as specified in <u>Schedule B</u>. Licensee will have the right, as part of the License granted herein, to make as many additional copies of the Documentation as it may deem necessary.

## **Operating Environment and Modifications**

# 3.1. Operating Environment

The Program, and each module or component and function thereof, will be capable of operating fully and correctly on the Hardware and the operating system specified in <u>Schedule C</u>. The computer programming language in which the Program, as delivered, will be written, and any compiler or other computer program which, in addition to the operating system, must be present in order for the Program to function fully, are also specified in <u>Schedule C</u>. Unless expressly indicated in <u>Schedule C</u>, the addition or connection of other computer equipment to the Hardware will not adversely affect performance of the Program. The Documentation will in all cases be fully applicable to use of the Program on the Hardware and in conjunction with the operating system or other required programs set forth in <u>Schedule C</u>, if any, and will identify and reflect any particular features of any of same which may affect the normal use and operation of the Program.

## 3.2. Conversion

Licensor represents that the Program and Documentation are currently fully operational and being used on the configuration of Hardware and operating system and other required computer programs, if any, specified in <u>Schedule C</u>. After execution of this Agreement, Licensor shall promptly make any modifications to the Software called for by <u>Schedule D</u> annexed hereto and convert the program to run on the Hardware and operating system, and the program shall be written in the computer language specified in <u>Schedule C</u>.

#### 3.3. Custom Modifications

Licensor shall make certain modifications to the Software, prior to delivery of same to Licensee, as specified in Schedule D. The Program and Documentation shall be deemed to include all such modifications for all purposes hereunder. The total separate charge for such modifications shall be payable as set forth in Schedule A. In the event the Software as modified hereunder is accepted, then Licensee shall be deemed the owner of such modifications and Licensor shall not distribute the Software with such modifications to any other party unless it first agrees to pay Licensee a reasonable royalty, pursuant to such other reasonable terms as the parties may agree upon.

## 4. Delivery And Installation

## 4.1. Delivery

Within seven (7) business days of the execution of this Agreement by Licensor, and upon no less than fourteen (14) days prior notice to Licensee, Licensor shall deliver to Licensee access as set forth in <a href="Schedule E">Schedule E</a> (the "Site"), the required number of copies of the object code form of the Program, together with the required number of copies of the source code, compiler, Commentary, listings and other Documentation. Upon at least five (5) business days' notice to Licensor, Licensee may, at no cost, postpone the delivery of the Software to a mutually agreed upon date no more than thirty (30) days thereafter. Licensor shall bear all freight, shipping and handling costs for such delivery of the Software and all risk of loss, including any insurance costs. If Licensor fails to make timely delivery of the Software as provided above, then Licensee may elect to cancel this Agreement and Licensor shall immediately refund all sums previously paid to it by Licensee hereunder.

## 5. Scope Of Use

#### 5.1. Site License

Licensee will use the Program only at the Site identified in <u>Schedule E</u>. Notwithstanding, Licensee may, at any time, without prior notice to or consent of Licensor, transfer the Program to any other location of Licensee, its affiliates or subsidiaries or other entities owned or controlled by Licensee (collectively, "Licensee"). Licensee shall thereafter promptly give Licensor notice of such new location.

5.2.

## **Multiple Use Option**

Licensee will have the option to extend the License to include simultaneous use of the Program at additional Sites (as defined above) within Licensee, which it may exercise in its sole discretion at any time and from time to time by tendering to Licensor payment pursuant to <u>Schedule E</u> for each additional Site at which the Program will be so used, together with a notice identifying such additional location.

# 6. Support

The License Fee set forth in <u>Schedule A</u> shall include support of Licensee's employees on the use and operation of the Program on the Hardware as specified in <u>Schedule C</u> annexed hereto including instruction in any necessary conversion of Licensee's data for such use.

# 7. Rights and Obligations

#### 7.1. Licensor's Warranties

Licensor hereby warrants and represents to Licensee as follows:

- **A. Ownership**: Licensor is the owner of the Software or otherwise has the right to grant to Licensee the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Licensor;
- **B.** Business Requirements: Licensor is fully aware of Licensee's business requirements and intended uses for the Software, including any set forth in <a href="Schedule B">Schedule B</a>, and the Software shall satisfy such requirements in all material respects, is fit for such intended uses and will operate accordingly;
- **C. Service and Maintenance**: Licensor warrants that each of its employees or subcontractors assigned to perform any work hereunder, and under any Software Maintenance Contract, shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed;
- D. Service Warranty: For the term of any Software Maintenance Contract, Licensor warrants that it shall maintain the Software in good working order, keep it free from defects in material and workmanship, and remedy any failure of the Software to perform in accordance with this Agreement, including the warranties set forth herein, the Schedules, or which impairs Licensee's use thereof, or any other malfunction, defect or non-conformity in the Software, which shall be provided as follows: Licensor agrees to respond to any request for service due to a failure, malfunction, defect or non-conformity by telephone or support ticket response by a qualified and knowledgeable representative within seventy two (72) hours of receipt of such request and such representative shall render continuous effort, via telecommunications, to remedy the failure, malfunction, defect or non-conformity.

## 7.2. Software Maintenance

- A. For the term of any Software Maintenance Contract, Licensor shall promptly notify Licensee of any defects or malfunctions in the Program or Documentation which it learns from any source. Licensor shall promptly correct any material defects or malfunctions in the Program or Documentation discovered during such Warranty Period and the term of any Software Maintenance Contract and provide Licensee with corrected copies of same, without additional charge. Licensor's obligation hereunder will not be deemed to affect any other liability which it may have to Licensee.
- B. Licensor shall provide to Licensee, without additional charge, copies of the Program and Documentation revised to reflect any enhancements to the Software made by Licensor during the Warranty Period and the term of any Software Maintenance Contract. Such enhancements will be deemed to include all modifications to the Software which increase the speed, efficiency or ease of operation of the Software, or add additional capabilities to or otherwise improve the functions of the Software.

## 7.3. Additional Support

For the term of any Software Maintenance Contract, Licensor shall provide to Licensee, without additional charge, all reasonably necessary telephone or written consultation requested by Licensee in connection with its use and operation of the Software or any problems therewith. Telephone consultation shall be requested and provided only during Licensor's normal business hours and Licensee shall pay all long-distance telephone charges.

# 7.4. Software Maintenance Contract and Renewal Option

After expiration of the Support Maintenance Contract, if Licensee elects, Licensor shall provide maintenance, additional support and enhancements in connection with the Software, pursuant to the terms of the Software Maintenance Contract set forth in Schedule C annexed hereto. The initial one-year maintenance fee is as set forth in Schedule A. Licensor grants to Licensee the option to renew for One (1) year terms after the initial one-year term, for a fee to be negotiated annually by Licensee and Licensor, but in no event exceeding the fee charged for the preceding year by more than 10%. As part of the Software Maintenance Contract, Licensor shall make available to Licensee updates and enhancements to the Software which Licensor has installed at its other customers' locations. For each update or enhancement, Licensor warrants and represents that the installation of such update or enhancement may give rise to any additional costs and the installation of the update or enhancement shall not adversely affect the Software performance as warranted herein. Licensee shall have the right to refuse to utilize any such update or enhancement, and such refusal shall not relieve Licensor of its obligations for support, warranty and maintenance of the Software. Any additional services during the Warranty Period or the term of any Software Maintenance Contract shall be provided upon Licensee's request at Licensor's standard time and materials rates.

#### 7.5. Licensee Modifications

Licensee will have the right, in its own discretion, to independently modify the Software for its own use, through the services of its own employees or of independent contractors, provided that same agree not to disclose any part of the Software or otherwise violate Licensor's proprietary rights. Such modifications, if approved by Licensor, shall not affect Licensor's warranty or maintenance obligations hereunder. Licensee shall be deemed to be the owner of any such modifications which shall be deemed confidential information of Licensee, provided that Licensee will not be deemed to have obtained any right thereby to distribute the Program. Licensor shall not incorporate any such modifications into its software for distribution to third parties unless it first agrees to pay Licensee a reasonable royalty, pursuant to such reasonable terms as the parties may agree upon.

## 7.6. Indemnity

Licensor, at its own expense, shall indemnify and hold harmless Licensee, its subsidiaries, affiliates or assignees, and their directors, officers, employees and agents and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, to the extent that it is based upon a claim that the Software used hereunder infringes or violates any patents, copyrights, trade secrets, licenses, or other property rights of any third party. Licensee may, at its own expense, assist in such defense if it so chooses, provided that, as long as Licensor can demonstrate sufficient financial resources, Licensor shall control such defense and all negotiations relative to the settlement of any such claim. Licensee shall promptly provide Licensor with written notice of any claim which Licensee believes falls within the scope of this paragraph. In the event that the Software or any portion thereof is held to constitute an infringement and its use is enjoined, Licensor shall have the obligation to, at its expense, (i) modify the infringing Software without impairing in any material respect the functionality or performance, so that it is non-infringing, (ii) procure for Licensee the right to continue to use the infringing Software, or (iii) replace said Software with equally suitable, non-infringing software. If none of the foregoing alternatives are available to Licensor, Licensee shall receive a repayment of all monies paid to Licensor, and Licensor shall accept return of the Software at its expense, once Licensee has arranged for the continuation of the functions performed thereby. Licensor agrees to indemnify Licensee for any liability or expense due to claims for personal injury or property damage (i) arising out of the furnishing or performance of the Software or the services provided hereunder or (ii) arising out of the fault or negligence of Licensor.

## **Confidentiality And Proprietary Rights**

## 8.1. Confidentiality

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation will survive the cancellation or other termination of this Agreement.

#### 8.2. Publicity

Licensor shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Licensee. This obligation will survive the cancellation or other termination of this Agreement.

## 8.3. Licensor's Proprietary Notices

Licensee agrees that any copies of the Program or Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark, and other proprietary notices included therein by Licensor and, except as expressly authorized herein, Licensee shall not disclose or distribute same to any third party without Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the preceding sentence, Licensee may add its own copyright or other proprietary notice to any copy of the Program or Documentation which contains modifications to which Licensee has ownership rights pursuant to this Agreement.

## 9. Assignment

Licensee may assign this agreement to any subsidiary or affiliate or entity owned or controlled by Licensee without regard to the jurisdiction of incorporation of said subsidiary, affiliate or entity, or as part of the sale of that part of its business which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor. Licensor shall not assign this Agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this Agreement. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

#### 10. Arbitration

The parties agree to submit any dispute under this License to binding arbitration in the following location: City of Arlington under the rules of the State of Texas. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

## 11. attorney fees

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

## 12. Limited liability

Unless otherwise expressly stated herein, Licensor shall not be liable to Licensee for any consequential damages arising out of Licensor's breach of this Agreement.

## **Notices**

All notices required or permitted to be given by one party to the other under this Agreement will be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses first set forth above or to such other address as the party to receive the notice has designated by notice to the other party pursuant to this paragraph.

## 14. Governing Law

This Agreement shall be governed by and construed under the laws of the Texas.

# 15. Consent to Jurisdiction, Venue and Service

Licensor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Texas, and Licensor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

## 16. Severability

If any provision of this Agreement or any Schedule attached hereto is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement and the Schedules will not be impaired thereby.

## 17. No Waiver

The failure by any party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.

18.

## **Complete Agreement**

The terms and conditions of the Schedules attached hereto are incorporated into this Agreement by this reference and shall constitute part of this Agreement as if fully set forth herein. In the event of a conflict between the terms of this Agreement and any Schedule, the terms of the Schedule shall control. This Agreement, including the Schedules attached hereto, sets forth the entire understanding of the parties as to the Software described in <a href="Schedule A">Schedule A</a> and may not be modified except in a writing executed by both parties.

## 19. Remedies

The rights and remedies of Licensee set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR LICENSEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

# SCHEDULE A FEES AND PAYMENT TERMS

| Selection | Item | Investment  | Services                                                                                                                                                                                                                                                 |
|-----------|------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | 1    | \$48,950.00 | ANPPT EMR  Design and develop an integrated health records system designed to fully support paperless record keeping for modern physical, occupational and speech therapy health professionals.                                                          |
| Phase I   | 2    | \$17,250.00 | Initial down payment Setup Cloud Linux Server Platform Merchant Account API Application Medicare/Medicaid API Application Install Base EMR Platform Configure EMR Platform                                                                               |
| Phase II  | 3    | \$3,500.00  | Physical Therapy Modules Configure Login Profile Setup Physical, Occupational and Chiropractor Therapy Build EMR Physical Therapy Menu Layout Build Scheduling Intake Module Build Patient Assessment Module Build Billing Module Build Insurance Module |
| Phase III | 4    | \$3,500.00  | Build Claims/Encounter Module Build Payment Module (Payment, Plans, Refund and Statements) Build Medication Module Build Medicare/Medicaid API Connection                                                                                                |

| 5  | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Build Immunization Module Build Fax Module Build Notification Module Build Document Management Module                                                                                                                                                   |  |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 6  | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Administration Setup Controls (Site Builder) Define Administrator Settings Layout Build Administrator Settings Module Build Dashboard Module Define Required Reporting Build Reporting Module                                                           |  |  |  |
| 7  | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Occupational/Speech Therapy Modules Build EMR Occupational Menu Layout Modify Scheduling Intake Module Modify Patient Assessment Module Modify Billing Module Modify Insurance Module                                                                   |  |  |  |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Modify Claims/Encounter Module                                                                                                                                                                                                                          |  |  |  |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Modify Payment Module (Payment, Plans, Refund and Statements)                                                                                                                                                                                           |  |  |  |
| 8  | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Modify Document Management Module Modify Notification Module Modify Administrator Settings Module Modify Dashboard Module Define Required Reporting Build Reporting Module                                                                              |  |  |  |
| 9  | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Chiropractor Modules Define EMR Menu Chiropractor Layout Modify Scheduling Module Modify Billing Module Modify Insurance Module                                                                                                                         |  |  |  |
| 10 | \$3,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Modify Claims/Encounter Module Modify Payment Module (Payment, Plans, Refund and Statements) Modify Document Management Module Modify Administrator Settings Module Modify Dashboard Module Define Required Reporting Build Reporting Module            |  |  |  |
| 11 | \$3,700,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Build Training Platform                                                                                                                                                                                                                                 |  |  |  |
| 11 | ψυ, τ υυ.υυ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Build Video Tutorials                                                                                                                                                                                                                                   |  |  |  |
|    | <b>#050.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Additional Add-On Services                                                                                                                                                                                                                              |  |  |  |
| 12 | The state of the s | Artificial Intelligence Call To Action Text to Speech Avatars                                                                                                                                                                                           |  |  |  |
| 13 | \$599.00<br>Monthly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | HIPPA Compliant Cloud Storage Includes 500 Gigabytes and an additional charge per 180 Gigabytes thereafter                                                                                                                                              |  |  |  |
| 14 | TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | eSEND Marketing An Email Marketing Solution that allows you to design, deliver and monitor professional created email campaigns                                                                                                                         |  |  |  |
| 15 | (A) \$1,780.00<br>(B) \$2,650.00<br>(C) \$3,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | HIPPA Compliance Assessment We will walk you through an actual compliance assessment Compliance Model A – Is a two (2) hour review Compliance Model B – Is an four (4) hour, half day review Compliance Model C – Is an eight (8) hour, full day review |  |  |  |
| 16 | TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Gift Boxing Services Revenue Generation, New/Existing Customer Appreciation                                                                                                                                                                             |  |  |  |
|    | 6 7 8 9 10 11 12 13 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 6 \$3,500.00  7 \$3,500.00  8 \$3,500.00  9 \$3,500.00  10 \$3,500.00  11 \$3,700.00  12 \$250.00 ea. Annually 13 \$599.00 Monthly 14 TBD  15 (A) \$1,780.00 (B) \$2,650.00 (C) \$3,000.00                                                              |  |  |  |

| 17 | TBD         | Marketing Services Collateral – Flyers, One Sheets, Gift Cards, Merchandise Digital Marketing – Advertising Signage – Trade Show Setup Social Media Marketing Strategy and Consulting |
|----|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18 | \$23,450.00 | Mobile App The ability to perform Intake, Service Notes and Clinical Notes using an Apple or Android Smartphone or Tablet mobile device and syncs via web services connector          |
| 19 | \$125.00    | Podcasting Per Podcast                                                                                                                                                                |
| 20 | \$2,850.00  | Support Services After 90 Day Warranty, Application Support and Monthly Maintenance                                                                                                   |
| 21 | TBD         | Videos Production, Editing, Storage and Live Streaming                                                                                                                                |

# SCHEDULE B SOFTWARE DESCRIPTION

Physical, Occupational and Speech Therapy Health Electronic Medical Record (EMR) is a unique and powerful practice management application fully customized to the needs of community-based health agencies, group homes, physicians and other health care providers.

The site is designed using PHP, HTML, MySQL and JAVASCRIPT software to create patient records and capture patient demographics, insurance, medical and medication information. The site is a web-based application with online forms designed for physical health and evaluations, surveys, and assessments to track the diagnoses and implementation of a treatment plan for patients.

ANPPT EMR is built to cover the specific areas of your treatment protocols, including A centralized area to collect all of your insurance billing information, A collaborative appointment scheduler enabling clinicians to create daily, weekly, or monthly schedules for both staff and clients, basic elements of all treatment plans; problem statements, goals, objectives, intervention methods, implementation dates, and completion dates, and track the effectiveness and support of your prevention.

## SCHEDULE C HARDWARE AND OPERATING SYSTEM

We guaranty that our data center network will be available 100% of the time in a given month, excluding Maintenance. The data center network means the portion of the Provider network extending from the outbound port on our edge device to the outbound port of the data center border router and includes Provider managed switches, routers, cabling. We will credit your account 5% of the monthly fee for each 30 minutes of network downtime, up to 100% of your monthly fee for the affected server.

We guaranty that data center HVAC and power will be functioning 100% of the time in a given month, excluding Maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on your servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems.

We guaranty the functioning of the following dedicated, Provider-provided hardware: (i) servers, firewalls, and load balancers; (ii) attached storage devices; (iii) network attached storage devices, and (iv) storage area networks and replication appliances. Hardware repair or replacement is guaranteed to be complete within five (5) hours of problem identification for network attached storage devices, and within one (1) hour of problem identification for servers, firewalls, load balancers, and attached storage devices. For SAN and replication appliance hardware failures, we guaranty that we will have a technical specialist and necessary parts onsite to begin repairs within six (6) hours of problem identification. We will credit your account 5% of the monthly fee per additional hour of downtime (after the initial five (5) hours or one (1) hour for repair or replacement, as applicable or, for SANs and replication appliances, additional hour of delay in beginning repairs), up to 100% of your monthly fee for the affected hardware. This guaranty excludes the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, and reload operating systems and applications.

Downtime is measured from the time a trouble ticket is opened until network availability is restored, or the affected device is powered back on, as applicable.

You are not entitled to a credit for downtime or outages resulting from Maintenance. "Maintenance" means:

Modification or repairs to shared infrastructure, such as core routing or switching infrastructure that we provide notice of at least 72 hours in advance and that occurs during off peak hours in the time zone where the data center is located;

Maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

Critical unforeseen maintenance needed for the security or performance of your configuration or Provider's network.

Provider may need logical access to our Hosted System to meet certain of the Service Level Guaranties; no credit will be due if the credit would not have accrued but for your delay in providing, or refusal to provide, logical access to your Hosted System. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement or misuse or improper administration of your Hosted System. You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. To receive a credit, you must contact your account manager within ten (10) days of the occurrence of the event giving rise to the credit.

We are constantly upgrading our data center facilities and in order for you to benefit from these upgrades, you agree that we may relocate your servers within our data centers, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on Provider operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

Notwithstanding anything in this Agreement to the contrary, the maximum total credit for any calendar month for failure to

meet Service Level Guaranties under this Agreement shall not exceed 100% of your monthly recurring fee for the affected Hosted System. Credits that would be available but for this limitation will not be carried forward to future months.

Vulnerability testing services involve inherent risks, such as data corruption, and impaired performance of your Hosted System. If Provider is asked to provide vulnerability testing services, then you agree that Provider is not liable to you for any damages arising from the performance of the Services as agreed.

# SCHEDULE D MODIFICATIONS TO SOFTWARE

The site and its contents are provided "as is" and ProBizCa makes no representation or warranty of any kind with respect to the site or any site or service accessible through the site. ProBizCa expressly disclaims all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In no event will ProBizCa be liable to any party for any direct, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the site, any content on or accessed through the site or any site service linked to, or any copying, displaying, or use thereof.

We provide notice of at least 72 hours in advance for modification or repairs to the ANPPT EMR application. Core application infrastructure and module corrections will occur during off peak hours in the time zone where the data center is located.

Critical unforeseen maintenance needed for the security or performance of your ANPPT EMR application could occur without advance notice.

ProBizCa maintains the site in Texas, U.S.A. and you agree that these terms of use and any legal action or proceeding relating to the site shall be governed by the laws of the State of Texas without reference to its choice of law rules. If you attempt to bring any legal proceedings against ProBizCa you specifically acknowledge that ProBizCa is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using the site to choose the laws of the State of Texas to govern any such proceedings, we will probably choose to defend any such action in Texas and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited the site.

You are responsible for complying with the laws of the jurisdiction from which you are accessing the site and you agree that you will not access or use the information on the site in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you through the site shall be deemed confidential and proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

## SCHEDULE E THE SITE

ANPPT EMR will distinguish itself from other electronic health record software by creating health records with minimal typing and no transcription expenses. The customized user-friendly format and functionality will reduce the time you spend on documenting patient care. ANPPT EMR paperless/all in one design will be created for ease of self-auditing and documentation security and allows for confidence in billing at the maximum level of reimbursement. ANPPT EMR will be ONC-Certified and will capture all the data required for meaningful use, making you eligible for federal incentive payments. With an intuitive interface, high accessible records, and advanced clinical and demographic searching capabilities allowing you to deliver enhanced patient care.

#### **FEATURES**

## **Electronic Medical Recording**

Physical, Occupational and Speech Therapy Health Electronic Medical Record (EMR) is a unique and powerful practice management application fully customized to the needs of community-based health agencies, group homes, physicians and other health care providers.

Clinical personnel can create patient profiles and capture patient demographics, insurance, medical and medication information in our clinician friendly application system. Web-based health and evaluations, surveys and assessments assist the clinician in providing and tracking a comprehensive treatment plan for each of their patients.

Clinicians can generate and document their treatment plan and the effectiveness the treatment plan is having on the patient. Target service notes can be produced during a patient interview or upon the clinicians return to their office. Physical, Occupational and Speech Therapist and other health care providers can produce documented clinical notations to assist them with future or alternative treatment for a patient.

## **Document Management**

Instantly preview or retrieve documents generated from the capture of assessments, person centered plans, service and clinical note data.

Our document management system is an integrated document manager designed directly within our application. Clinicians can quickly retrieve existing documents directly from the document management system archive repository to view the progressive activity of a patient's treatment plan. Document updates to the repository are quickly generated from PS modules. The document archiving process retrieves patient data and creates a PDF file that is automatically saved in the patient's repository and can be optionally stored on the user's hard drive.

Metadata is stored on each PDF document containing relative patient information including the date and time the document was generate and the identity of the clinician storing it. The resulting generated document has full text search capability allowing the clinician to quickly find pertinent information.

Data capture also involves accepting and processing images of paper documents from a scanner or multifunction printer. Capture of existing electronic documents and other personal computer stored files can also be performed directly on the document manager module allowing the clinician to compile and store a comprehensive patient history.

## **Appointment Scheduling**

Our appointment calendar is a flexible and expandable application designed to track upcoming appointments and provide a history of previously scheduled appointments. With a variety of views and functions, the appointment calendar is an essential tool for clinicians or providers.

Scheduled appointment alerts are automatically entered on the appointment calendar for upcoming PCP and Target Service Reviews. The appointment entered on the calendar is based on pre-specified periods from the date a new PCP or Target Service Review is entered in the PS application. Clinicians can also manually enter information for appointment reminders allowing the clinician to track events and meetings in or out of the office.

Appointment Schedule alerts include the date and time of the appointment, the patients name related to the appointment, a link to the specific PS record where the appointment alert was generated and detail information as it relates to the appointment. Additional detail information can be manually added to the alert appointment record as needed.

There are 3-ways to view the appointment calendar. The monthly view shows all scheduled appointments for the clinician for a selected month. The weekly view shows all scheduled appointments for a single week within a selected month. And the today view shows all scheduled appointments for the current day. Appointment categories can be changed or added to meet your need.

## Physical, Occupational and Speech Therapy EMR

Therapist will be able to perform the following:

- Dashboards display missing and incomplete documentation and progress notes
- Unified Therapy EMR
- Build custom therapy documentation templates
- Use pre-designed documentation templates
- Copy previous notes
- Document faster using quick notes
- Automatically fax completed notes to physicians

## **Access Manager**

Our access tool is designed to allow a provider administrator the flexibility of issuing clinicians specific access to PS modules based on the clinician's role within the organization.

Access manager allows an administrator to select a pre-defined access level and click a checkbox related to the module you want an individual assigned to have. Access level assignments are select when an employee is created. When the employee signs on the PS system, their user-id will only have access to modules you have checked.

The access level list shows an administrator the number of modules assigned and the number of employees assigned to that level.

## **Billing Management**

Our Billing Management is a centralized reporting system designed to track all of your Medicaid billing information. Quickly and easily view patient billing information to determine your outstanding billing claims and adjustments.

An upcoming feature of our Billing Management will allow you to securely submit digital Medicaid, Medicare insurance claims and post payments in one centralized application. Our billing program will be an integrated web-based module allowing you to access your billing information anytime, anywhere. The program will be easily accessed using the Internet.

## **Mobile Dictation**

We have gone the extra mile providing our clients with a quick and easy to use Mobile Dictation tool to assist with off-site patient intake and service and clinical notations.

Upon including this option Clinicians can load our mobile application directly on the android or apple tablet and/or smart phone. Our mobile application security features provide clinicians with a state-of-the-art professional way to enter patient data and record interviews using voice to text services.

Imagine spending less hours typing patient data on patient intake forms giving clinicians greater productive in the actual treating of patients.

ANPPT EMR is built to cover the specific areas of your treatment protocols, including A centralized area to collect all of your insurance billing information, A collaborative appointment scheduler enabling clinicians to create daily, weekly, or monthly schedules for both staff and clients, basic elements of all treatment plans; problem statements, goals, objectives, intervention methods, implementation dates, and completion dates, and track the effectiveness and support of your prevention and includes these additional features:

- Patient intake and assessment
- PCP goals and objectives
- Targeted service notation
- Prescription medication tracking
- Health Survey and Evaluation
- Incident Reporting and Tracking
- Crisis Intervention Reporting
- **Document Archive Management**
- Clinical and Patient Scheduling
- Clinician and Patient Directory

# SCHEDULE F CUSTOMER SITE LOCATION

| COMPANY INFORMATION                |                          |                    |                     |  |  |  |  |  |  |
|------------------------------------|--------------------------|--------------------|---------------------|--|--|--|--|--|--|
| Company Name*                      | Office Phone* Office Fax |                    |                     |  |  |  |  |  |  |
| Company Address*                   | City*                    | State*             | Zip*                |  |  |  |  |  |  |
| Website Address*                   | Company Logo? Accept Cre |                    | dit Cards? (Yes/No) |  |  |  |  |  |  |
| PRIMARY CONTACT                    |                          |                    |                     |  |  |  |  |  |  |
| Contact Name*                      | Contact Email Address*   |                    | Title*              |  |  |  |  |  |  |
| TECHNICAL CONTACT                  |                          |                    |                     |  |  |  |  |  |  |
| Contact Name                       | Contact Email Address    |                    | Title               |  |  |  |  |  |  |
| ADDITIONAL CONTACT INFORMATION     |                          |                    |                     |  |  |  |  |  |  |
| Contact Name                       | Contact Email Address    |                    | Title               |  |  |  |  |  |  |
| PROJECT INFORMATION                |                          |                    |                     |  |  |  |  |  |  |
| Industry Type (Service/Enterprise) |                          | Project Start Date |                     |  |  |  |  |  |  |
| Project Notes                      |                          |                    |                     |  |  |  |  |  |  |

## SCHEDULE G SUPPORT

# **Support**

"Support" means: (i) the management of the ANPPT EMR API and Hosting Services by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in PHP, HTML, MySQL and JAVASCRIPT software and any hosted systems; (ii) availability of live support twenty four hours per day, seven days per week, year round.

## **Live Chat Support**

Get answers quickly & easily by chatting with one of our Support Techs. Live Chat is available **24 hours a day, 7 days a week.** 

## **Support Ticket**

Submit a Support Ticket within your online user session. Support Technicians can assist you 24 hours a day, 7 days a week.

#### Call Support: (888) 856-9772

Phone Support Technicians are available 24 hours a day, 7 days a week.

## **Billing Support**

Billing questions and corrective services is offered during our normal hours of operation only via our Live Chat, Support Ticket or Call Support services. Normal operating hours are:

Monday - Thursday 7:00 a.m. - 7:00 p.m. CST

Friday 7:00 a.m. - 5:00 p.m. CST

Saturday - Sunday CLOSED