

MASTER SERVICES AGREEMENT

BETWEEN CUSTOMER AND ENVERA HEALTH, INC.

This Master Services Agreement (this "**Agreement**") is entered into as of this ____ day of _____, 2021 (the "**Effective Date**"), by and between Novant Health UVA Health System, a Virginia nonprofit corporation, on behalf of itself and various other subsidiaries and affiliates under common ownership or control that the parties designate in writing as participating entities (collectively "**Customer**"), and Envera Health, Inc., a Delaware corporation ("**Envera**") (together the "**Parties**").

RECITALS

WHEREAS, Customer is comprised of 3 medical center locations, including Novant Health UVA Health System Culpeper Medical Center, Novant Health UVA Health System Haymarket Medical Center, and Novant Health UVA Health System Prince William Medical Center.

WHEREAS, Envera provides services to healthcare providers to enhance the accessibility of the healthcare provider's services to its patients and to improve the healthcare provider's patient management services; and

WHEREAS, Customer desires to retain Envera to provide certain services as described herein and in the Addenda hereto, and

WHEREAS, Envera desires to provide the services, as further described herein and in the Addenda hereto.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Engagement**

1.1 **Appointment.** Customer hereby appoints Envera to provide certain services (collectively, the "**Services**"). Envera hereby accepts such appointment and agrees that it is engaged to provide the Services for the Term (as defined herein) of this Agreement. The specific Services shall be described in addenda attached hereto and incorporated herein by reference. Each addendum (each, an "**Addendum**" and collectively, the "**Addenda**") shall be executed by the Parties and shall include, at a minimum, the following information: (i) the Services to be provided; (ii) the responsibilities of each Party with respect to the Services described in the Addendum; (iii) the Customer acute care hospital(s), physician practice(s), or other Customer organizations that will receive the Services; (iv) the term of the Addendum; (v) the compensation to be provided to Envera for the performance of the Services described in each Addendum; and (vi) any other such items as may be necessary to describe the Services to be provided and as are

mutually agreed on by the Parties.

2. **Obligations of Envera**

2.1 **Services.** Throughout the Term of this Agreement, Envera will provide the Services in a competent and efficient manner in accordance with current professional standards and in compliance with the policies of the various governmental and private organizations listed in Section 2.3.

2.2 **Quality and Oversight of Services.** Envera shall provide qualified personnel to perform the Services and shall orient and train such personnel in regard to the terms, requirements, materials and guidelines required to perform such Services. Envera shall maintain a quality review program for each Service set forth in an Addendum and provide reports to Customer related to such review program(s). Envera will also provide other reports to Customer as may be agreed upon by the parties.

2.3 **Compliance with Customer Standards.** Envera shall ensure that it provides all Services in accordance with (i) the standards of the Joint Commission; (ii) all applicable federal and state laws, regulations, and rules governing Services, including third party reimbursement laws and regulations; and (iii) the applicable administrative and ethical policies of Customer and Customer's rules, regulations, policies and procedures, to the extent such policies, rules, regulations, and procedures are known to Envera; all as may be amended from time to time.

2.4 **Incurring Financial Obligation.** Envera shall not incur, and shall ensure that none of its personnel incurs, any financial obligation on behalf of Customer, which is outside of the regular course of business necessary for the provision of the Services, without Customer's prior written consent.

2.5 **Use of Premises.** Envera shall not use, nor permit any of its personnel to use, any part of Customer's premises for any purpose other than the performance of the Services under this Agreement. Without limiting the generality of the foregoing statement, Envera shall not use, nor permit any of its personnel to use, Customer's premises in any manner that would reasonably be expected to jeopardize Customer's license, Medicare/Medicaid provider status, casualty insurance, tax-exempt status or the tax-exempt status of any bonds issued by or on behalf of Customer. **Policies, Procedures, and Credentialing.** Although no Envera employee or agent shall be deemed an employee of Customer, Envera shall inform all Envera employees and agents that may enter Customer's premises or have remote access to Customer's IT system(s) that they must comply with Customer's policies, rules, and regulations, including, but not limited to, policies regarding patient confidentiality and the provisions of the Health Insurance Portability and Accountability Act (HIPAA). Prior to performing Services pursuant to this Agreement, all Envera employees or agents that will be on site at any Customer location or have remote access to Customer's IT system(s) must be registered and compliant with Customer's third party vendor credentialing platform, and if applicable, comply with, and be subject to, Customer's Remote Access Policy.

3. **Obligations of Customer**

3.1 Responsibilities of Customer. Throughout the Term of this Agreement Customer will fulfill the Customer responsibilities that are set forth in each Addendum. Customer will fulfill these responsibilities in a competent and efficient manner.

3.2 Quality and Oversight of Services. Customer shall provide qualified personnel to fulfill the Customer responsibilities and shall orient and train such personnel in regard to the terms, requirements, materials and guidelines required to fulfill such responsibilities.

3.3 Licenses. Envera use of Customer's logos, trademarks, copyrights, materials, data, policies and protocols (collectively, "**Logos and Trademarks**") shall be limited to the following:

3.3.1 Instances in which Customer requests that Envera distribute and/or otherwise utilize Customer-prepared materials containing Logos and Trademarks, including, without limitation, pamphlets, brochures and letters, in connection with the Services contemplated by this Agreement; or

3.3.2 Instances in which Customer (i) requests that Envera prepare certain materials containing Logos and Trademarks, including, without limitation, pamphlets, brochures and letters, utilizing Logos and Trademarks, and (ii) approves in writing the materials containing the Logos and Trademarks prior to Envera's finalization and distribution and/or utilization of such materials. To the extent Envera undertakes a request consistent with the provisions of this Section 3.3.2, Customer shall grant Envera a non-transferable, non-assignable license to use its Logos and Trademarks; provided, however, that such license shall be limited to Envera's fulfillment of the specific Customer request.

Notwithstanding any other provision of this Agreement, all rights, titles and interests in and to all copyright, trade secret, patent, trademark and other proprietary rights in and to Customer's Logos and Trademarks, as well as any derivative works and physical embodiments at all times belong to, vest and remain vested in Customer.

3.4 Payment. Customer shall reimburse Envera for the Services rendered by Envera according to the terms of Section 4 of this Agreement.

3.5 Access to Data and Data Systems. Customer shall grant Envera access to the data and data systems necessary for Envera to perform its obligations under this Agreement and any Addenda, including training its staff and fulfilling reporting responsibilities. This includes for example access to computer, telecommunications, and other technical systems.

4. **Billing and Payment.** Fees payable from Customer to Envera for the Services are set forth in each Addendum. Unless otherwise specified in an Addendum, Envera shall submit to Customer, by the first (1st) day of each month, an invoice for all fees for Services to be rendered during that month. Customer shall remit payment in full as shown on each invoice within thirty (30) days from the date of the invoice.

5. Representations and Warranties

5.1 Other Agreements. Each Party represents and warrants that it is not a party to, or otherwise subject to, any other agreement or arrangement which would preclude it from entering into this Agreement or preclude it from fulfilling its obligations under this Agreement or any Addendum. Each Party further represents and warrants that it will not enter into any such agreement or arrangement during the Term.

5.2 Financial Relationships. Envera represents and warrants that it has made written inquiry of each physician who is employed by, otherwise has a compensation relationship with, or has a direct or indirect ownership or investment interest in Envera and requested that each such physician alert Envera in writing of the existence of a compensation arrangement or investment interest between Customer and such physician or any immediate family member of such Physician. Envera agrees to make such inquiry no less frequently than annually and to immediately notify Customer in writing of any compensation arrangement or investment interests between Customer and a physician or an immediate family member of a physician learned by Envera. For purposes of this Section 5.2, "**Immediate family member**" shall include a husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild. In addition to the foregoing, Envera shall provide Customer with a list of each physician who is employed, otherwise retained, or has a direct or indirect ownership or investment in Envera and shall notify Customer of any amendments (i.e., additions or deletions) to the list within three (3) business days of any such amendment.

5.3 No Other Warranties. NO PARTY MAKES ANY WARRANTIES EXCEPT FOR THOSE PROVIDED IN SECTION 5. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Insurance Coverage

6.1 During the Term, Envera shall maintain the following insurance, at its own expense, covering Envera and its personnel against claims arising out of or related to the Services, regardless of when the claim is filed:

6.1.1 Workers' Compensation insurance with statutory limits and Employers Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate.

6.1.2 Commercial General Liability insurance for bodily injury and property damage with minimum limits of \$1,000,000 each occurrence, personal and advertising injury with minimum limits of \$1,000,000 each occurrence, products and completed operations with minimum limits of \$1,000,000 each occurrence, a general aggregate with minimum limits of \$2,000,000, and a products and completed operations aggregate annual aggregate of \$2,000,000.

6.1.3 Automobile Liability insurance including owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

6.1.4 Errors and Omissions insurance with limits of \$2,000,000 per occurrence or claim, and \$4,000,000 aggregate.

6.1.5 Umbrella/Excess Liability with a \$5,000,000 per occurrence or claim and shall be excess of Commercial General Liability and Automobile Liability.

6.1.6 Network Privacy & Security Liability insurance with limits of \$10,000,000 each occurrence and \$10,000,000 annual aggregate.

6.2 Customer Liability Insurance. At all times during the Term of this Agreement, Customer shall maintain, at its expense, professional liability insurance or comparable self-insurance covering its employees for professional liability claims made during and after termination of this agreement based on conduct having occurred during the Term of this agreement with policy limits as required by law. Customer shall provide Envera with evidence of such insurance prior to commencement of this Agreement. Customer will promptly notify Envera in the event such insurance is canceled or otherwise not renewed for any reason.

6.3 Evidence of Insurance. On or before the Effective Date of this Agreement, each party will deliver to the other party certificate(s) of insurance evidencing the coverages required by this Agreement.

6.4 Survival. The provisions of this Section 6 shall survive the termination, expiration, or non-renewal of this Agreement.

7. **Indemnification; Limitation of Liability.**

7.1 Indemnification by Envera. Envera agrees to indemnify and hold harmless Customer from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liabilities of any kind or nature (including reasonable attorney's fees) imposed on or asserted against Customer as a result of, arising out of or relating to the acts or omissions of Envera related to this Agreement.

7.2 Indemnification by Customer. Customer agrees to indemnify and hold harmless Envera from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liabilities of any kind or nature (including reasonable attorney's fees) imposed on or asserted against Envera as a result of, arising out of or relating to the acts or omissions of Customer related to this Agreement.

7.3 No Consequential Damages. Except for a Party's gross negligence, willful misconduct, or duty of indemnification, in no event shall either Party be liable to the other Party or to any third party for any loss of use, revenue or profit, or loss of data or diminution in value,

or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not the first Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

7.4 Limitation. Except for a Party's gross negligence, willful misconduct, or duty of indemnification, in no event shall Envera's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Envera pursuant to the applicable Addendum in the one year period preceding the event giving rise to the claim.

7.5 Survival. The provisions of this Section 7 shall survive the termination, expiration, or non-renewal of this Agreement.

8. Ownership/Access To Books And Records.

8.1 Government Access to Books and Records. Envera shall comply, and shall ensure its personnel providing the Services comply, with applicable federal and state laws and regulations governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Envera shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any of his duly authorized representatives, this Agreement, and books, documents, and records of Envera that are necessary to certify the nature and extent of such costs.

8.2 Notice to Customer. If Envera receives a request or demand to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, Envera shall within two (2) business days after receipt of such request or demand, provide a copy of such request or demand to Customer and, upon written request of Customer, make available to Customer all such books, documents or records.

8.3 Examination of Books and Records. Subject to Customer and Envera's duties to protect the confidentiality of patient records, the pertinent records and information for Envera and Customer directly related to the Services performed pursuant to this Agreement shall be made available to the other party upon reasonable advance written notice for examining and copying during regular business hours, provided neither party shall have the right to the other party's confidential financial information.

8.4 Envera Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Envera in the course of performing the Services

(collectively, the “**Deliverables**”), except for any Customer Confidential Information (as defined in Section 10.2), Customer Logos and Trademarks, or other Customer materials, shall be owned by Envera. Envera hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

8.5 Survival. The provisions of this Section 8 shall survive the termination, expiration, or non-renewal of this Agreement.

9. **Term And Termination.**

9.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue for an initial term of five (5) years (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for additional two (2) year terms (each, a “**Renewal Term**”) unless either party provides written notice of its intent not to renew the Agreement or any of its Addenda, at least one hundred eighty (180) days prior to the end of the then-current Term. Termination of one or more Addenda shall not terminate any other Addendum or this Agreement. The Initial Term and any Renewal Term of this Agreement are referred to herein as the “**Term**” of the Agreement.

9.2 Termination by Mutual Consent. This Agreement or any Addendum hereto may be terminated at any time by mutual written agreement of the parties.

9.3 Termination for Breach. Either party may terminate this Agreement, or any individual Addendum, for breach of any material term or condition by the other party by providing written notice of breach to the breaching party if such breach is not corrected within sixty (60) business days after written notice thereof is received by the breaching party. Such notice of breach shall specify with reasonable particularity the nature and extent of the material breach. A party may terminate one or more Addenda for breach without terminating the entire Agreement.

9.4 Modification or Termination Upon Advice of Counsel. The parties intend that this Agreement comply at all times with all existing and future applicable laws and regulations, state or federal, including but not limited to, the federal anti-kickback law (42 U.S.C. § 1320a-7b(b)), the restrictions on Customer by virtue of its tax-exempt status and the federal law relating to physician referrals (42 U.S.C. § 1395nn (the “**Stark Law**”). If at any time, either party receives advice of healthcare counsel that this Agreement violates any material law or regulation, state or federal; presents a substantial risk of the loss or restriction of that party's license, tax exemption, or right to participate in Medicare, Medicaid, or any other governmental program; or presents a substantial risk of causing debt issued by that party that was tax-exempt when originally issued to become subject to federal or state income tax; or adversely impacts a party's ability to submit and receive payment on claims for reimbursement from third party payors in accordance with applicable laws, regulations, conditions of participation or third party payor contract requirements, then the parties will use good faith efforts to renegotiate the terms of

this Agreement, in a manner that attempts to retain as much as possible of the economic arrangements originally contemplated by the parties without violating any applicable legal, tax, or reimbursement requirements. If, after the exercise of such good faith efforts for a period of at least sixty (60) days, the parties have not agreed on modifications to this Agreement that resolve the legal issues referred to above, either party may terminate this Agreement immediately by written notice to the other party.

9.5 Effects of Termination. Upon the expiration, termination or non-renewal of this Agreement for any reason, no party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of expiration, termination, or non-renewal and (ii) obligations, promises or covenants contained herein or in an Addendum which by their express terms extend beyond the Term of this Agreement.

10. Confidentiality; Non-Disclosure and HIPAA Compliance.

10.1 Confidentiality of Agreement. Each Party shall keep, and shall cause its personnel to keep, this Agreement and its contents confidential and not disclose this Agreement or its contents to any third party other than the Party's legal and financial advisors, or otherwise as required by law, without the prior written consent of the other Party.

10.2 Non-Disclosure.

10.2.1 **Envera, during the course of its engagement pursuant to this Agreement, will acquire information concerning Customer's finances, business practices, long-term and strategic plans, billing and patient information, and similar matters (collectively, the "Customer Confidential Information").** Customer Confidential Information also includes without limitation, patient information, including medical records, histories, and other treatment information; physician information and records; payor information and statistics; information relating to the use or dispensing of pharmaceuticals and medical supplies; and information regarding Customer's information technology infrastructure, including hardware, software, licenses, security systems, and information related to potential security vulnerabilities. The Customer Confidential Information is and shall remain the sole and exclusive property of Customer. Envera may not at any time during the term of this Agreement or after the termination of this Agreement, for any reason whatsoever, with or without cause, directly or indirectly, use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity any Customer Confidential Information. In the event that Envera is required by law to disclose any Customer Confidential Information, Envera shall provide Customer with at least two (2) business days' advance written notice prior to such disclosure. Notwithstanding the foregoing, Customer authorizes Envera to share Customer Confidential Information with (i) Customer entities that receive Services under this Agreement to the extent that such disclosure is required for the performance of the Services; (ii) entities that are under common ownership with Envera; and (iii) Envera's professional advisors. Envera shall notify its professional advisors of the nondisclosure requirements of this Agreement.

10.2.2 Customer, during the term of this Agreement, will acquire information concerning Envera's finances, business practices, long-term and strategic plans, billing information, and similar matters (collectively, the "**Envera Confidential Information**"). The Envera Confidential Information is and shall remain the sole and exclusive property of Envera. Customer may not at any time during the term of this Agreement or after the termination of this Agreement, for any reason whatsoever, with or without cause, directly or indirectly, use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity any Envera Confidential Information. In the event that Customer is required by law to disclose any Envera Confidential Information, Customer shall provide Envera with at least two (2) business days' advance written notice prior to such disclosure. Notwithstanding the foregoing, Envera authorizes Customer to share Envera Confidential Information with (i) Customer entities that receive Services under this Agreement to the extent that such disclosure is required for the performance of the Services; (ii) entities that are under common ownership with Customer; and (iii) Customer's professional advisors. Customer shall notify its professional advisors of the nondisclosure requirements of this Agreement.

10.3 HIPAA Compliance. Envera acknowledges, and shall cause its personnel to acknowledge, that in connection with the performance of the Services under this Agreement, Envera may acquire and make use of "protected health information" as defined at 45 C.F.R. § 160.103 (as such provision is currently drafted and subsequently updated amended or revised) which is subject to the requirements of the federal Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and the Security Standards promulgated thereunder. Envera agrees to comply, and shall cause its personnel to comply, with the applicable provisions of HIPAA, the Privacy Rule, the Security Standards, and any other regulations promulgated under HIPAA.

10.3.1 Envera further acknowledges that in connection with the performance of the Services under this Agreement, it is acting as a Business Associate of Customer, as defined by HIPAA and its implementing regulations as amended and in effect. In order to ensure that Customer and Envera are in compliance with HIPAA and other applicable federal and State laws and regulations regarding the use and disclosure of protected health information, the parties have agreed to enter into the Business Associate Agreement attached hereto as Exhibit 10.3.1.

10.4 Survival. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

11. Miscellaneous.

11.1 Independent Contractor Status. The parties acknowledge that Envera is an independent contractor of Customer. In no event will Envera be deemed a joint venture, partner, employee, or agent of Customer by virtue of this Agreement. Customer will not withhold any sums for income tax, Social Security, unemployment insurance, or any other employee withholding, nor will Customer offer Envera or any employee benefits including, without

limitation, pension benefits, worker's compensation coverage, or death and disability insurance. Envera shall be solely responsible for all employment-related withholdings and benefits and shall hold Customer harmless from and against any claims or expenses, including attorneys' fees, resulting from any failure by Envera to fulfill this responsibility. Customer will report compensation paid to Envera by Customer on IRS Form 1099 or such other applicable form.

11.2 Incurring Financial Obligation. Envera shall have no authority whatsoever to incur any financial obligation on behalf of Customer and Customer shall have no authority whatsoever to incur any financial obligation on behalf of Envera unless otherwise agreed to by the parties in writing pursuant to Section 2.5.

11.3 Notices. Any notices contemplated under this Agreement shall be deemed effectively given: (i) upon delivery, if personally delivered; (ii) upon the date indicated on the return receipt, when sent by the United States Postal Service Certified Mail, return receipt requested; and (iii) if by facsimile telecommunication or other form of electronic transmission, upon receipt when the notice is directed to a facsimile telecommunication number or electronic mail address listed below and the sending facsimile machine or electronic mail address receives confirmation of receipt by the receiving facsimile machine or electronic mail address.

to Envera: David Cerino
 CEO
 1001 Haxall Pt Ste 1B
 Richmond VA 23219
 dcerino@enverahealth.com

to Customer: _____

With a copy to: _____

All communications, directions, complaints or instructions from Customer to Envera provided herein to be effective, shall be required to be made in writing.

11.4 Governing Law. This Agreement shall be enforced in accordance with the internal laws of the Commonwealth of Virginia without reference to principals of conflicts of laws.

11.5 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future, nor shall any waiver of any specific breach of this

Agreement be construed or deemed to be a waiver of any other or additional breach, similar or dissimilar.

11.6 Enforcement. In the event either party resorts to a lawsuit to enforce this Agreement, the prevailing party shall be entitled to recover the reasonable costs of pursuing a lawsuit, including reasonable attorneys' fees.

11.7 Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect.

11.8 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the making or interpretation of this Agreement.

11.9 Assignment. The rights and obligations of this Agreement may not be assigned by either party without the prior written consent of the other party.

11.10 Execution and Amendments. This Agreement may be executed in counterparts on behalf of Envera by its CEO and on behalf of Customer by an authorized officer. Each signed counterpart shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed as required above.

11.11 Entire Agreement. This Agreement and any Schedules or Exhibits supersede any previous contracts or agreements between the parties and constitute the entire agreement between the parties with respect to the subject matter hereof. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall not have any effect.

11.12 Force Majeure. A Party (the "**Force Majeure Party**") shall not be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (including any Addenda) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Force Majeure Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) business days, the non- Force Majeure Party shall be entitled to give notice in writing to the Force Majeure Party to terminate this Agreement.

11.13 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING ADDENDA, EXHIBITS, SCHEDULES,

ATTACHMENTS AND APPENDICES TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ADDENDA, EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.14 Non-solicitation of Employees. During the Term of the MSA and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment or engage as an independent contractor any person who performed any work under the MSA who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this Section 11.14 and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 11.14

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

Customer

Envera Health, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____