

## TELEMEDICINE SYSTEM AND SERVICES AGREEMENT

THIS TELEMEDICINE SYSTEM AND SERVICES AGREEMENT (this "*Agreement*"), is entered into to be effective as of July 12, 2019 (the "*Effective Date*"), by and between Hopkins County, Texas ("*Customer*") and Access Physicians Management Services Organization, LLC ("*AP*").

WHEREAS, AP owns certain proprietary technology which includes certain equipment, including but not limited to telemedicine stations, which may be used to provide telemedicine services (the "*Equipment*"), together with any replacements, updates or improvements;

WHEREAS, AP has rights in certain software that is installed on and configured for use by AP in connection with the Equipment to provide telemedicine services (the "*Software*");

WHEREAS, AP provides certain services in conjunction with use of the Equipment and Software including but not limited to telemedicine support services, as set forth in a Statement of Work (defined below) (the "*Services*");

WHEREAS, Customer desires to (i) engage AP to provide the Services at the Authorized Locations (defined below) and (ii) purchase from AP a proprietary telemedicine system that includes the Equipment and the right to use the Software pursuant to the terms set forth herein (the "*System*"); and

WHEREAS, AP desires to provide the Services and sell the System to Customer, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Customer and AP, in consideration of the payments, representations and warranties, mutual promises, indemnities hereafter stated, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

### 1. Purchase and Use of Telemedicine System and Services.

1.1. **Statements of Work.** At any time during the Term of this Agreement, Customer may request, from time to time, that AP sell one or more items of Equipment and provide the System and the Services to Customer as may be mutually agreed upon and described in more detail in a Statement of Work, substantially in the form attached hereto as Exhibit A (each, a "*Statement of Work*"), at the prices set forth therein. If AP desires to accept such request, Customer and AP shall enter into the applicable Statement of Work. Neither party shall be bound by any Statement of Work unless signed by both parties. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall prevail unless otherwise expressly agreed in such Statement of Work. Each Statement of Work shall include the following information, if applicable: (a) the Equipment being purchased pursuant thereto, (b) a description of the Services to be performed pursuant to such Statement of Work; (c) the date upon which the Services will commence and the term of such Statement of Work (the "*SOW Effective Date*"); (d) the fees to be paid to AP under such Statement of Work; (e) the location at which the Customer may use the System pursuant to such Statement of Work (the "*Authorized Location*"); (f) the permitted number of Authorized Users (defined

below); (g) the name and contact information for the individual that will serve as Customer's authorized representative with respect to matters pertaining to the applicable Statement of Work (the "**Customer SOW Representative**"); and (h) as an attachment thereto, one or more Bills of Sale addressing the purchase of Equipment pursuant to such Statement of Work.

1.2. **Grant.** AP hereby provides to Customer, for use by Customer and its Authorized Users (defined below), and Customer hereby accepts, rights to access and use the System, including any installed software in object code only, solely for the purpose of providing telemedicine services (the "**Permitted Purpose**"), and solely at the Authorized Locations as set forth in the applicable Statement of Work, subject to the terms and conditions set forth in this Agreement. The Software and Services may be used by Customer solely during the Term of this Agreement.

1.3. **Authorized Users.** As set forth in the applicable Statement of Work, Customer may authorize a certain number of (i) its employees or contractors (the "**Authorized Personnel**"), (ii) physicians who (A) are employees or contractors of Customer and are duly licensed to practice medicine in the states in which the applicable Authorized Location is located, (B) are qualified as doctors of medicine with experience in current patient practice relating to medical and physician services, and (C) execute, maintain in effect and strictly comply with an Authorized User Agreement in the form attached hereto as Exhibit B (the "**Authorized Physicians**," and together with the Authorized Personnel, the "**Authorized Users**"), and (iii) physicians who are provided by AP or an Affiliate of AP pursuant to a physician coverage agreement between Customer and AP or its Affiliate (such agreement, the "**Coverage Agreement**" and such physicians, the "**Authorized AP Physicians**"), to access the System solely for the Permitted Purpose. AP shall provide to Customer the necessary passwords, logins and connections necessary to allow the Authorized Users and the Authorized AP Physicians, if any, to access the System in accordance with the terms of this Agreement. Customer shall be responsible for ensuring that the Authorized Users comply with the terms of this Agreement. Prior to the provision of Services under any Statement of Work, Customer shall provide AP with a written list of Authorized Users for the applicable Statement of Work (each, an "**Authorized User List**"). Throughout the Term of this Agreement, Customer shall be solely responsible for ensuring the accuracy of each Authorized User List. Customer shall notify AP immediately of any change to an Authorized User List, including any change resulting from any loss of credentials as set forth in Section 1.14, and promptly provide AP with an updated Authorized User List reflecting any such changes. AP shall provide Customer with written notice of any objections to such requested changes within two (2) business days following receipt of any such updated Authorized User List. Customer acknowledges and agrees that there shall be no adjustment of fees in the event the number of Authorized Users and Authorized AP Physicians is less than the amount permitted in the applicable Statement of Work. The total number of Authorized Users and Authorized AP Physicians shall not exceed the number set forth in the applicable Statement of Work, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the fees payable thereunder.

1.4. **Customer Responsibilities.** Customer will be solely responsible for (i) ensuring its Support Personnel (defined below) and the Authorized Users comply with the terms of this Agreement; (ii) selecting, obtaining, installing, maintaining and providing enterprise Wi-Fi network access at the Authorized Locations, at all times during the Term of this Agreement, in accordance with the Facility Technical Requirements for Telemedicine attached hereto Exhibit C, (iii) using commercially reasonable efforts to notify AP as promptly as practicable in advance (and in no event less than 24 hours) of any planned downtime or network changes that may impede or alter the functionality of the System or provision of the Services, (iv) notifying AP promptly of any unplanned downtime that may impede or alter the functionality of the System or provision of the Services, (v) designating authorized individuals to provide hands-on assistance should it be required for resolving technical issues reported to AP, (vi) responding promptly to AP's requests for assistance resulting from Customer networking issues, (vii) preventing unauthorized access to, or use of, the System and the Services, and promptly notifying AP of any such unauthorized access or use, (viii) using the Services and the System only in accordance with this Agreement, applicable laws, and government regulations, (ix) promptly providing information requested by AP regarding utilization of the System and Services; (x) obtaining informed consent or similar forms from patients in accordance with applicable law and Customer policy; and (xi) ensuring that each Authorized Location is staffed in accordance with national and local standards of care, including the nursing, technical, administrative, clerical and other support personnel that are reasonably necessary to facilitate the provision of the Services hereunder ("***Support Personnel***").

1.5. **Suitability of Authorized Location Environment.** Notwithstanding anything in this Agreement to the contrary, AP shall not be obligated to provide access to the System or the Services at any Authorized Location unless the enterprise Wi-Fi network access at the Authorized Location is installed, maintained and provided at all times in accordance with the Facility Technical Requirements for Telemedicine attached hereto as Exhibit C.

1.6. **Use Restrictions.** Customer shall not utilize, and shall prevent its Affiliates, Support Personnel and the Authorized Users from utilizing, the System, Services or any portion thereof for any unlawful purpose or any purpose other than the Permitted Purpose. Except as specifically authorized in this Agreement, Customer shall not, and shall ensure that its Affiliates, Support Personnel and the Authorized Users do not: (i) permit any parent, subsidiaries, Affiliates or affiliated entities, representatives, employees, contractors or third parties to make the System available to, or access or use the System for the benefit of, anyone other than the Authorized Users; (ii) use the System in any other manner not contemplated herein; (iii) allow access to the System through any terminals or equipment located outside of the Authorized Locations; (iv) sell, resell, license, sublicense, distribute, reproduce, rent or lease the System, the Services, the right to access and use the System and the Services, or any reports or data generated by the System or the Services, to any third-party for any purpose; (v) use the System to transmit material in violation of third-party privacy rights; (vi) access or use any of AP's intellectual property or proprietary rights in the System except during the Term of this Agreement in accordance with the terms of this Agreement; (vii) access the System or the Services in order to build a similar or competitive product or service or to benchmark with a non-AP product or service; (viii)

disassemble, reverse engineer, decompile, decrypt or otherwise decipher or modify any portion of the System or the Services for any purpose (to the extent such restriction is permitted by law); (ix) disclose any portion of the System or the Services to any third party except for the Authorized Users in accordance with the terms of this Agreement; (x) reproduce, distribute to third parties, or prepare derivative works of the System or the Services, or any portion thereof; (xi) use or access the System or the Services in any manner that could reasonably be expected to be detrimental or damaging to the interests of AP or its contractual relationship with Customer; (xii) display on any website or otherwise publish the System or the Services or any Content (defined below) obtained from the System or Services or otherwise generate income from the System or the Services or use the System or the Services for the development, production or marketing of a service or product substantially similar to the System or the Services; (xiii) engage in any activity or use the System or the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the System or the Services, or any servers or networks connected to the System; (xiv) install any hardware or software to the System without AP's prior written approval, recognizing such installation will void any applicable warranties or service level agreements; or (xv) use, or permit any third party to use, the System or the Services in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings Customer shall be responsible and liable for any actions of the Authorized Users or Customer's Affiliates, representatives, employees, or contractors that are contrary to terms and requirements of this Agreement.

1.7. **Suspension of Services.** Notwithstanding anything in this Agreement to the contrary, AP may, directly or indirectly, and by use of any lawful means, suspend, terminate, or otherwise deny Customer, any Authorized User, or any other person access to or use of all or any part of the Services or the System, without incurring any resulting obligation or liability, if: (a) AP receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires AP to do so; or (b) AP believes, in its reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement or the applicable Statement of Work, including, but not limited to, nonpayment of any amount owed hereunder, (ii) Customer or any Authorized User has accessed or used the Services or the System beyond the scope of the rights granted or for a purpose not authorized under this Agreement or the applicable Statement of Work; or (iii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities (any such suspension, a "***Suspension***"). AP shall promptly notify Customer of any such Suspension and shall resume providing access to the suspended Services or System as soon as reasonably possible after the event giving rise to the Suspension is cured. No Suspension pursuant to this Section 1.7 shall relieve Customer of its obligations pursuant to this Agreement, including, without limitation, Customer's payment obligations set forth in Section 5. This Section 1.7 does not limit any of AP's other rights or remedies, whether at law, in equity, or under this Agreement.

1.8. **No Responsibility for Care or Access to PHI.** AP shall have no responsibility or liability for patient care delivered by the Authorized Users at any time.

AP shall not have any control or direction over the medical judgment of Customer or the Authorized Users or the methods or manner by which any Authorized User provides medical care or services. AP shall have no direct access to any "protected health information" or "PHI," as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("**HIPAA**"), and shall not by virtue of this Agreement or otherwise create, receive or maintain PHI from, for, or on behalf of an Authorized User. Customer shall ensure that each Authorized User complies with all applicable provisions of HIPAA in connection with the use of the System and the Services as contemplated hereby.

1.9. **Third Party Software Licenses.** The System may include software, content, data or other material, including related documentation, that is owned by persons other than AP (the "**Third Party Licensors**"). AP is a licensee of such Third Party Licensors pursuant to one or more agreements governing the use of software in conjunction with the System and the Services (the "**Third Party License Agreements**"). Nothing in this Agreement shall be construed as a sublicense to Customer or any other third party of any of AP's rights in such Third Party License Agreements. Customer agrees to take all actions requested by AP to ensure compliance with the Third Party License Agreements and any additional agreements between AP and Third Party Licensors, including but not limited to "business associate" (as defined in HIPAA) agreements.

1.10. **Registration and Content.** In the event Customer or any Authorized User is required to provide information in order to use the System or the Services, Customer represents and warrants that any such information will be accurate. Customer shall not, and shall ensure that the Authorized Users do not, disclose any user names or passwords adopted by Customer or the Authorized Users in connection with the use of the System or the Services to any third party. Customer owns and is solely responsible for the content sent or displayed by Customer or any Authorized User in using the System or the Services (the "**Content**"). Customer shall not, and shall ensure that each of the Authorized Users do not, record or store patient videos, utilize or store screen captures, or otherwise record or store any Content on the System. Customer shall not use the System or the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Customer shall not, and shall not permit any person to, provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act. Customer agrees that it will not, and will not permit any person to, upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the System or the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of AP or its Third Party Licensors. Recognizing the global nature of the Internet, Customer also agrees to ensure that any Authorized User will comply with applicable local rules or codes of conduct regarding online behavior and acceptable content and the transmission of

technical data exported from the United States, including but not limited to any codes of conduct required by Customer.

1.11. **Responsibility for Content or Data of Others.** If Customer becomes aware of any violation of this Agreement in connection with use of the System or Service by any person, Customer shall promptly notify AP at info@access-physicians.com, or at such other e-mail address as AP may from time to time specify by written notice to Customer in accordance with Section 10.9. AP may investigate any complaints and violations that come to its attention and may take, or refrain from taking, any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or Authorized User profiles. AP shall not, under any circumstances, be liable in any way for any data or other content viewed while using the System or the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

1.12. **Proprietary Rights.**

1.12.1. AP and/or its Third Party Licensors, as applicable, own and shall retain all proprietary rights, including all copyright, patent, trade secret, trade names, trademarks, service marks, logos, and domain names ("**Marks**") associated with or displayed through the System or the Services, and all other intellectual property rights in and to the System and the Services. AP shall retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the System or the Services. Customer acknowledges that this Agreement does not provide Customer, or any other third party with title to or ownership of the Software or Services, but only a right to use the Software or Services in accordance with the terms and conditions of this Agreement. Customer shall not, and shall not permit any third parties to, frame or utilize framing techniques to enclose any Marks, or any other proprietary or copyrighted information (including images, text, page layout, or form) without express written consent from AP. Customer may not, and may not permit any third parties to, use any meta tags or any other "hidden text" utilizing any Marks without AP's express written consent.

1.12.2. Customer acknowledges that AP considers the System and the Services to be commercially valuable and that the design and development of the System and the Services has involved the expenditure of substantial amounts of money and the use of skilled developmental experts over an extended period of time. Customer further acknowledges that the System and the Services afford AP a commercial advantage over its competitors, and that the loss of this advantage due to unauthorized disclosure, or use of such proprietary information, would cause great injury and harm to AP.

1.13. **Copyright.** Customer shall not, and shall not permit any third party to, post, modify, distribute, or reproduce in any way any copyrighted material, works of authorship, or other proprietary material accessed in conjunction with the use of the System or the Services, or any portion thereof, without obtaining the prior written consent of the owner

of the rights in such material. AP may deny access to the System or the Services to any user who is alleged to infringe another party's copyright.

1.14. **Notification of Loss of Credentials.** Customer shall immediately notify AP if any Authorized User loses, resigns, or otherwise declines his or her credentials with Customer or is removed from the medical staff of Customer, and any such individual will immediately be removed from the applicable Authorized User List and will no longer have any rights to access or use the System or the Services.

## 2. **Equipment.**

2.1. **Maintenance.** Customer shall be responsible for (i) maintaining the Equipment in proper working order pursuant to the original equipment manufacturer and purchase guidelines and applicable industry standards, (ii) all upgrades, repairs and replacement parts for the Equipment except as otherwise set forth in Section 2.2, and (iii) taking reasonable steps to ensure that the Equipment is safe, secure and protected while located at an Authorized Location. AP shall not be responsible for abnormal wear and tear, misuse and abuse, or deliberate damage to the Equipment, or for catastrophic loss caused by Acts of God or other matters described in Section 10.15 ("**Damage**"). AP shall provide the maintenance Services set forth in the applicable Statement of Work.

2.2. **Limited Warranty; Repair and Replacement.** AP warrants to Customer that any Equipment purchased pursuant to a Statement of Work will be free from material defects, not otherwise caused by Damage, to any electronic component or peripheral ("**Defect**"). In the event of a Defect not caused by Damage, AP will repair or replace the defective part or product, without charge to Customer, within a reasonable amount of time following receipt of written notice from Customer. In the event of a Defect caused by Damage, at Customer's written request, AP will repair or replace the defective part or product and invoice Customer for the cost of the repair or replacement and shipping. Notwithstanding the foregoing, the limited warranty contained in this Section 2.2 does not extend to any subsequent owner or other transferee of the Equipment, and shall terminate immediately upon the earliest to occur of: (i) two (2) years following the date such Equipment is purchased, (ii) termination or expiration of this Agreement, or (iii) termination or expiration of the applicable Statement of Work.

## 3. **Term and Termination.**

3.1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of three years thereafter, unless sooner terminated as provided herein (the "**Term of this Agreement**").

3.2. **Termination Without Cause.** During the Term of this Agreement, either party may terminate this Agreement without cause by providing the other party at least one hundred and eighty (180) days' prior written notice; provided, however, that such termination shall not be effective prior to the date that is one (1) year following the then-most recent SOW Effective Date. Customer or AP may terminate any Statement of Work without cause by providing the other party at least one hundred and eighty (180) days' prior written notice; provided, however, that such termination shall not be effective prior to the

date that is one (1) year following the applicable SOW Effective Date. Termination or expiration of any Statement of Work shall not result in termination of this Agreement; however, termination of this Agreement shall result in automatic, contemporaneous termination of all Statements of Work.

3.3. **Termination for Breach.** Either party may terminate this Agreement or any Statement of Work immediately upon written notice for breach of any material term or condition of this Agreement by the other party ("***Breaching Party***") if such breach is not corrected within thirty (30) calendar days (or, with respect to payment defaults only, within ten (10) calendar days) after written notice thereof is received by the Breaching Party. The notice of breach under this Section 3.3 shall specify with reasonable particularity the nature and extent of the material breach for which notice has been made.

3.4. **Consequences of Expiration or Termination.**

3.4.1. As of the expiration or termination of this Agreement or any Statement of Work, Customer shall (i) comply with the provisions of Section 6.1, (ii) at its expense, within five (5) business days following such expiration or termination, provide AP with a certificate signed by an authorized person of Customer certifying that all use of the System and the Services at the applicable Authorized Locations have been discontinued by Customer and the applicable Authorized Users, (iii) pay AP within 30 days after such expiration or termination any and all fees due under this Agreement which accrued but remained unpaid prior to the date of expiration or termination, and (iv) make the Equipment available to AP upon AP's request at a reasonably mutually convenient time so that AP may remove the Software, all Confidential Information (defined below) and any other proprietary software from the Equipment.

3.4.2. AP may terminate this Agreement, effective immediately upon written notice to Customer, in the event that the Coverage Agreement is terminated for any reason or expires pursuant to the terms thereof. AP may terminate any Statement of Work, effective immediately upon written notice to Customer, in the event the corresponding Facility Addendum under the Coverage Agreement naming the Authorized Location as a "Covered Facility" is terminated for any reason or expires pursuant to the terms thereof.

3.5. **Continued Use of Intellectual Property Following Termination.** In the event that Customer wishes to continue using some or all of the Services or any of AP's proprietary processes, workflows, methods, or work product following termination of this Agreement, Customer may contact AP to discuss entering into an additional agreement with AP providing for such rights; provided, however, that AP shall be under no obligation to enter into any such additional agreement with Customer.

4. **Service Levels.** Subject to the terms and conditions of this Agreement, AP shall use commercially reasonable efforts to make the Services available in accordance with the service levels set forth in Exhibit D attached hereto.



5. **Fees; Payment Terms.**

5.1. **Prices; Service Fees.** In consideration of the provision of the Services by AP and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Statement of Work.

5.2. **Payment Terms.** AP will invoice Customer in advance for the monthly charges due for the Services provided hereunder. Customer shall pay all invoiced amounts due to AP within thirty (30) days after the date of such invoice. Customer agrees the billing and contact information provided to AP is complete and accurate.

5.3. **Increase in Service Fees.** The parties agree that after the initial twelve (12) months of the Term of this Agreement, AP will increase its fee and rates specified in the applicable Statement of Work at an annual increase of 3% per year.

5.4. **Late Payments.** In the event Customer fails to pay any amounts due within the time periods set forth in Section 5.2, without limiting AP's other rights and remedies: (i) AP may charge interest on the past due amount at the lesser of 0.75% per month, calculated daily and compounded monthly, or the highest rate permitted by law, (ii) Customer shall reimburse AP for all costs incurred by AP in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees, and (iii) if such failure continues for ten (10) days or more, AP may suspend Customer's and the Authorized User's access to all or any portion of the System or the Services until such amounts are paid in full. Fees for sales tax, value-added, ad valorem tax or similar taxes are not specified in the Statements of Work, but will be specified separately on the invoice.

5.5. **Fair Market Value.** Customer and AP acknowledge and agree that the fee provided by Customer to AP for the Services represents the fair market value for such services, and that none of the fees paid to AP are intended to induce, or are provided in consideration for, any referral of patients or other business between or among the parties.

5.6. **Taxes.** Customer shall pay all taxes assessed or levied by any governmental entity that are now or may become applicable to this Agreement or are required to be collected by AP or paid by AP to tax authorities. This includes, but is not limited to, sales, use, excise and personal property taxes, but does not include taxes based upon AP's income.

6. **Confidentiality; Non-Solicitation.**

6.1. **Confidentiality.** The System, all licensed, custom and AP generated, developed or created proprietary software, protocols, or integrations, and other proprietary processes, workflows, methods, work products, checklists, procedures, forms, protocols, manuals, materials, documentation, instructional videos, training and handouts provided by AP pursuant to this Agreement, the Services, AP's design for clinical, telemedicine, support and other related programs, and/or other copyrighted and trade secret materials, are unique to AP or its Third Party Licensors, and such confidential information is not generally available to the public ("***Confidential Information***"). Customer shall keep and shall cause its Affiliates, Support Personnel and the Authorized Users to keep such

Confidential Information as confidential and shall not disclose and shall protect from disclosure AP's Confidential Information to outside third parties unless given express advance written permission by AP. AP hereby grants to Customer a non-exclusive, non-transferable, limited license to use the Confidential Information that is unique to AP during the Term of this Agreement solely in connection with utilizing the System and the Services and in accordance with the terms and conditions of the Agreement. Customer agrees to immediately notify AP in the event that any third party wishes to review or to inspect, or issues any process or subpoena for, any Confidential Information. The term Confidential Information does not cover or include any item, matter, entry or data made a part of the medical record for any specific care of any specific patient including entry into the EMR. Upon expiration or termination of this Agreement or any Statement of Work for any reason, (i) AP shall retain all Confidential Information, (ii) the rights to use and access the Confidential Information granted to Customer and the Authorized Users under this Agreement or the applicable Statement of Work shall immediately terminate, (iii) Customer shall return to AP all Confidential Information and trade secret records in the possession or control of Customer at the applicable Authorized Locations, and (iv) Customer shall cease to use the Confidential Information in its ongoing services at the applicable Authorized Locations.

6.2. **Non-Solicitation.** During the Term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason, Customer agrees that it will not, and will cause its Affiliates to not, in any manner, directly or indirectly, on behalf of Customer or any third-party, (i) solicit the services of, hire, attempt to solicit or attempt to hire, for itself or on behalf of another, any person who is or was an Authorized AP Physician or employee of AP or any Affiliate of AP, or who is or was under a service contract with AP, or (ii) enter into a contract with any current or former vendor or contractor of AP in order to build a product or service similar to or competitive with the System or the Services.

6.3. **Exclusivity.** In order to promote continuity of care, except at otherwise set forth in the applicable Statement of Work, the Services to be provided at each Authorized Location will be provided exclusively by AP pursuant to the terms of this Agreement and the applicable Statement of Work.

6.4. **Enforcement; Remedies.** Customer acknowledges that a breach of this Section 6 by Customer will cause serious and potentially irreparable harm to AP. Customer therefore acknowledges that a breach of this Section 6 cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect AP from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, Customer acknowledges that AP is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement without any bond or security requirement. Customer acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by Customer.

7. **Representations and Warranties; Covenants.**

7.1. **Customer Representations and Warranties.** Customer hereby represents and warrants to AP as follows:

7.1.1. **Existence.** It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to enter into and perform its obligations under this Agreement in accordance with its terms without the consent of any other person.

7.1.2. **Due Authorization.** The execution, delivery, and performance of this Agreement and any Statement of Work by it have been duly and effectively authorized by all necessary action. This Agreement and each Statement of Work, upon execution by both parties, shall constitute the legal, valid and binding obligation of it, enforceable against it except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors rights generally and except as may be limited by general principles of equity.

7.1.3. **No Conflict.** The execution, delivery and performance of this Agreement by it, do not conflict with any provision of law applicable to it or result in any breach of its constituent documents, any agreement with any other party or any order, judgment or other restriction by which it may be bound.

7.1.4. **Compliance with Law.** Customer shall perform its obligations under this Agreement in a manner that complies with all applicable laws, rules and regulations of any governmental entity and any self-regulatory organization or exchange applicable to Customer.

7.2. **AP Representations and Warranties.** AP hereby represents and warrants to Customer as follows:

7.2.1. **Existence.** It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to enter into and perform its obligations under this Agreement in accordance with its terms without the consent of any other person.

7.2.2. **Due Authorization.** The execution, delivery, and performance of this Agreement by it have been duly and effectively authorized by all necessary action. This Agreement, upon execution by both parties, shall constitute the legal, valid and binding obligation of it, enforceable against it except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors rights generally and except as may be limited by general principles of equity.

7.2.3. **No Infringement.** The use of the Equipment or the Services does not and shall not infringe, misappropriate or violate the intellectual property rights of any third party.

7.2.4. **No Kickbacks.** AP has not and shall not make any gift of more than token value or give anything that can be construed as a bribe, kickback, or other improper, illegal or unethical payment of anything of value directly or indirectly to any owner, employee or contractor of Customer or its Affiliates.

7.3. **Disclaimers.**

7.3.1. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, AP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ORIGINALITY, SUITABILITY, NONINFRINGEMENT OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3.2. IN NO EVENT SHALL AP BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES OR TELECOMMUNICATION SERVICES BY AP OR ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY AFFECT THE OPERATION OF THE SERVICES.

8. **Disclaimer of Damages; Limitation of Liability; Indemnification.**

8.1. **Indemnification by AP.** AP shall indemnify, defend and hold Customer harmless from any and all claims, losses, liabilities, demands, costs, expenses, including reasonable attorneys' fees, judgments, awards and causes of action (hereinafter collectively called "***Claims***"), asserted by third parties against Customer to the extent arising from (i) any breach or default in performance of any obligation of AP under this Agreement, or (ii) the negligence or willful misconduct of AP, except to the extent such Claims arise from the breach of this Agreement or any Statement of Work by, or the negligence or misconduct of Customer, any of Customer's owners, directors, partners, officers, members, employees, agents or representatives, any Authorized User or any Support Personnel (collectively, "***Customer Agents***").

8.2. **Indemnification by Customer.** Customer shall indemnify, defend and hold AP, its owners, directors, partners, officers, members, employees, suppliers, contractors, providers, customers, agents, representatives, licensees, guests, and invitees (collectively, "***AP Indemnitees***"), harmless from any and all Claims asserted by third parties against AP or any of AP Indemnitees to the extent arising from (i) any breach or default in performance of any obligation of Customer under this Agreement or any Statement of Work, or (ii) the negligence or misconduct of Customer or any Customer Agent except to the extent such Claims arise from the breach of this Agreement by, or the negligence or willful misconduct of AP.

8.3. **Disclaimer and Release.** THE OUTCOME OF MEDICAL TREATMENT IS SUBJECT TO UNCERTAINTIES AND RISKS, AND AP MAKES NO PROMISES,

WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, CONCERNING THE OUTCOME OF PATIENTS TREATED BY THE AUTHORIZED PHYSICIANS THROUGH THE SYSTEM OR SERVICES PROVIDED BY AP PURSUANT TO THIS AGREEMENT.

8.4. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF AP OR ANY OF ITS OWNERS, EMPLOYEES OR AGENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS, HIS OR HER RELATIONSHIP WITH CUSTOMER OR ANY CUSTOMER AGENTS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

8.5. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL AP OR ANY AP OR ANY OF ITS OWNERS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, WARRANTY, GUARANTEE OR OTHER LEGAL OR EQUITABLE GROUNDS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS, HIS OR HER RELATIONSHIP WITH CUSTOMER OR ANY CUSTOMER AGENT OR AFFILIATE FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, EVEN IF AP OR SUCH OWNER, EMPLOYEE OR AGENT OF AP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

9. **Liability Insurance.**

9.1. **AP Insurance.** During the Term of this Agreement, AP shall, at its sole cost and expense, carry general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate coverage. Upon request, AP shall deliver to Customer a certification for such liability insurance, and shall provide Customer not less than thirty (30) days prior written notice of any cancellation of such policy.

9.2. **Customer Insurance.** During the Term of this Agreement, Customer shall, at its sole cost and expense, carry general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate coverage. Upon request, Customer shall deliver to AP a certification for such general liability insurance, and shall provide AP not less than thirty (30) days prior written notice of any cancellation of such policy.

9.3. **Authorized Physician Insurance.** During the Term of this Agreement, Customer shall ensure that each Authorized Physician (but not, in the interest of clarity, Authorized AP Physicians) credentialed on the medical staff of Customer or its Affiliate carries professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate coverage, or as otherwise permitted under state law and the policies applicable to the applicable medical staff. Upon request, Customer shall

use reasonable efforts to deliver, or to cause such Authorized Physician to deliver, to AP a certification for such professional liability insurance. Customer shall notify AP as soon as reasonably practicable following receipt of notice or information that Customer or any Authorized Physician is not in compliance with the requirements of this Section 9.3.

10. **General.**

10.1. **Independent Contractors.** AP shall be deemed for all purposes to be an independent contractor and not an agent, partner, joint venturer or employee of Customer, and neither party shall have authority to act for or represent the other party or its Affiliates in any way.

10.2. **Definition of Affiliate.** “*Affiliate*” means, with respect to any party, any corporation, limited liability company, partnership, joint venture, firm and/or other entity which, now or in the future, Controls, is Controlled by or is under common Control with such party. “*Control*”, with respect to a person or entity, means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such entity or (b) direct or cause the direction of the management and policies of such person or entity, whether by contract or otherwise. Without limiting the foregoing, each hospital or facility that is the subject of a Statement of Work or that constitutes an Authorized Location shall be deemed to be an Affiliate of Customer.

10.3. **Entire Agreement: Representation: Construction.** This Agreement, any amendments or addenda hereto, and any exhibits or schedules specifically mentioned herein, constitute the entire agreement among the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto. Customer and AP each agree to conduct their relationship in accordance with the terms of this Agreement and not pursuant to any undocumented arrangements, side arrangements (whether written or oral), or the like. By executing this Agreement, the parties acknowledge that they have had the opportunity to review and consider its terms. The language of this Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the sections herein are used solely for convenience and shall not be used for interpretation or construing any work, clause, subparagraph, paragraph or section of this Agreement.

10.4. **Counterparts.** This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

10.5. **Further Acts.** The parties each agree to cooperate fully with the other party to take such further action and execute such other documents or instruments as necessary or appropriate to implement this Agreement.

10.6. **Amendments.** This Agreement may be amended only by a written instrument signed by Customer and AP.



10.11. **Severability.** If any term or provision of this Agreement is held illegal, invalid or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision, the parties shall use their best efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

10.12. **Waiver.** Waiver by either party of a breach or violation of any provision of this Agreement or any Statement of Work shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either party, except when such waiver is given in writing.

10.13. **Governing Law.** This Agreement shall be construed and governed according to the laws of the State of Texas, without giving regard to the conflict of laws rules of such state.

10.14. **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the parties may have.

10.15. **Force Majeure.** AP shall not be deemed in breach of this Agreement or have liability hereunder for any unavailability of the System or the Services arising in connection with circumstances beyond AP's reasonable control, including, for example, an Act of God, act of government, flood, fire, hurricane, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving AP employees or contractors), building modifications, power failures or other adverse environmental conditions or factors, Internet service provider or telecommunications provider failure or delay, failure of Customer or any Authorized Location network or other hardware, software or configuration, non-AP application, or denial of service attack.

10.16. **Survival.** The following provisions shall survive the expiration or termination of this Agreement: Sections 1.6, 1.12, 1.13, 3.4, 5, 6, 7, 8, and 10.

10.17. **Stark Law, Anti-Kickback Statute, Civil Money Penalties Law, and Similar State Prohibitions.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including but not limited to the federal Stark law and regulations, the federal anti-kickback statute and regulations, the federal civil money penalties law and regulations, and similar state law and regulatory prohibitions. Each party will conduct itself under the terms of this Agreement in compliance with all applicable laws.

10.18. **No Referral Obligation.** Nothing herein shall be construed as a requirement, or intended to create a requirement, on the part of AP to refer any patient or otherwise generate business for Customer, its Affiliates, the Authorized Physicians, or the Authorized AP Physicians, or to limit any Authorized Physician's or any Authorized AP



Physician's ability to maintain medical staff appointment and clinical privileges at other hospitals.

10.19. **Headings; Construction.** The use of headings in this Agreement is for convenience and shall not affect the interpretation of this Agreement. The words "including," "include" and "includes" shall each be deemed to be followed by the term "without limitation." No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. Any agreement or exhibit referred to herein shall mean such agreement or exhibit as amended, restated, supplemented or modified from time to time to the extent permitted by the applicable provisions of this Agreement. Reference to any statute or regulation means such statute or regulation as amended at the time and from time to time and includes any successor statute or regulation. Unless otherwise stated, references to recitals, articles, sections, paragraphs and exhibits shall be references to recitals, articles, sections, paragraphs and exhibits of this Agreement.

10.20. **Selling or Divesting of Authorized Location(s).** It is acknowledged that Customer or its Affiliate may elect to sell an Authorized Location (any such Authorized Location, a "**Sold Location**") to an as yet unidentified third party ("**Purchaser**") and that Purchaser may wish to continue to utilize the Services provided by AP at such Sold Location pursuant to this Agreement in order to provide uninterrupted services for such Purchaser. Therefore, it is agreed that for a period of twelve (12) months from the date of sale of any Authorized Location (the "**Sale Transition Period**"), AP shall, upon Customer's written request, continue to provide the Services hereunder to such Sold Location in order to provide uninterrupted services for the Purchaser, provided that (1) Customer provides AP with written notice of such sale as soon as reasonably practicable, but in no event less than ninety (90) days prior to such sale, (2) the Purchaser is not a competitor of AP, (3) Customer enters into a written agreement with Purchaser regarding the continuation of services that contains a provision prohibiting assignment, subcontracting, or any other transfer of such agreement, (4) Customer has timely paid all amounts owed under this Agreement or the applicable Statement of Work, (5) Customer and the Sold Location remain liable for all of their respective obligations under this Agreement and the applicable Statement of Work, and (6) Customer acknowledges and agrees that AP's agreement under this Section 10.20 shall not limit any of AP's rights under this Agreement or the applicable Statement of Work, including AP's right to terminate this Agreement or the applicable Statement of Work in accordance with the terms hereof and thereof during the Sale Transition Period.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

**CUSTOMER:**

Hopkins County

By: \_\_\_\_\_

Robert Newsom

County Judge, Hopkins County

**AP:**

ACCESS PHYSICIANS MANAGEMENT  
SERVICES ORGANIZATION, LLC

By: \_\_\_\_\_

Christopher Gallagher, CEO

**EXHIBIT A**

**STATEMENT OF WORK**

This Statement of Work (this "***Statement of Work***"), dated as of July 12, 2019 ("***SOW Effective Date***") is made and entered into by and between Hopkins County, Texas ("***Customer***") and Access Physicians Management Services Organization, LLC ("***AP***" and together with Customer, the "***Parties***", and each, a "***Party***"), and is governed by the terms of that certain adopts and incorporates by reference the terms and conditions of that certain Telemedicine System and Services Agreement, dated as of July 12, 2019 (as it may be amended from time to time, the "***Master Agreement***"), which is incorporated herein by reference. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Master Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Agreement.

1. **Purchase of Equipment.** Upon execution of this Statement of Work, or at such later time as the Parties may agree as set forth below, (i) AP shall transfer to Customer the Equipment set forth below (collectively, the "***Purchased Equipment***"), free and clear of all liens, pursuant to a bill of sale in substantially the form attached hereto as Attachment I, and (ii) AP shall ship the Purchased Equipment to the Authorized Location set forth below, at Customer's sole cost and expense:

<b>Equipment</b>	<b>Quantity</b>	<b>Authorized Location</b>
Telemedicine Station	1	Hopkins County Jail, Infirmary, 298 Rosemont St. Sulphur Springs, TX 75482

2. **Services.** Upon execution of this Statement of Work, AP shall provide the following Services:

(a) **Implementation.** AP will provide a highly experienced Account Manager who will manage all aspects of the program during the term of this Statement of Work. The Account Manager will be the primary point person during the implementation, responsible for:

(i) guidance on the necessary workflow process adjustments that will be needed for each clinical service line, which includes the identification of additional clinical training needs or resources to ensure that the program is compliant with facility and state regulations;

(ii) establishing baseline for clinical and financial metrics against which progress will be measured;

(iii) oversight of physician credentialing and security access for facility EMR, PACs and other systems;

(iv) complete administrative support for all activities related to the deployment, usage, maintenance, and connectivity for all Services and Equipment;

(v) discussion and review of this Statement of Work, including roles and responsibilities;

(vi) discussion and review the of Facility Technical Requirements for Telemedicine set forth in Exhibit C of the Master Agreement, including bandwidth, security, and network configuration;

(vii) procurement of the initial Authorized User List;

(viii) onboarding and training of physicians including our physician focused "Break Through the Screen" patient experience training;

(ix) onboarding and in-service training for jail infirmary staff as well as Hopkins County jail staff, which may include on-site and/or remote training initiatives;

(x) onboarding and training for a group of Authorized Location Super Users to serve as the first source of information to answer basic procedural and troubleshooting questions, train new employees, and communicate with Telemedicine Technical Support;

(xi) onboarding documents provided prior to all training to allow Support Personnel and Authorized Users to familiarize themselves with policies and procedures prior to training, including, without limitation User Guides, Staff Competency Checklists, and Training Guide;

(xii) onboarding for Authorized Location leadership on support roles and escalation paths; and

(xiii) coordination of telemedicine station delivery, installation, and testing.

(b) Program Management. The Account Manager will also be the primary point person during the ongoing program, responsible for:

(i) coordinating with Authorized Location to maintain an up-to-date physician roster;

(ii) ongoing monitoring and communication of telemedicine support issues;

(iii) periodic Support Personnel refresher training;

(iv) coordination for technology upgrades and maintenance which will be scheduled during down-time whenever possible to avoid active encounters;

(v) capturing critical data to track, monitor, and measure progress in real time against baseline clinical and financial metrics; and

(vi) facilitating compliance with physician documentation.

(c) Hardware/System Services and Support. Fridays from 7a-7p AP shall provide support of all hardware and systems specified in a Statement of Work, provided that all such hardware is covered under a currently active vendor support contract between the applicable vendor and AP. AP will provide ongoing remote monitoring services for all critical items of the System provided to Customer pursuant to this Statement of Work to help alert Customer when repairs, upkeep, maintenance and servicing of the Equipment may be warranted. AP will maintain regular reports as well as document critical alerts, scans and event resolutions.

(d) Software/Application Services and Support. Fridays from 7a-7p, AP will, at its sole discretion, periodically provide operating system and application software updates at no additional cost to Customer. The software updates may include modifications, program enhancements, bug fixes, and new features. Notwithstanding anything in the Master Agreement or this Statement of Work to the contrary, AP shall not be required to either develop and release updates or customize the updates to satisfy Customer's particular requirements. Any updates to the System provided by AP will not include any new products which AP decides to make generally available as a separately priced option.

(e) Excluded Services. Notwithstanding anything in the Master Agreement or this Statement of Work to the contrary, the Services provided pursuant to this Statement of Work, and the corresponding fees, shall not include the following:

(i) parts, equipment, or software for Customer's telecommunications systems, if any, which are not covered by AP warranty or support;

(ii) the cost of any software, licenses, renewals, or upgrade fees of any kind unless specified in this Statement of Work or Exhibit D of the Master Agreement;

(iii) the cost of any OEM, 3rd party vendor, or manufacturer support or incident fees of any kind;

(iv) the cost to bring Customer's environment up to minimum standards required for Services set forth in Exhibit C of the Master Agreement;

(v) maintenance of applications and software packages, whether acquired by AP or any other source unless as specified in this Statement of Work or Exhibit D of the Master Agreement;

(vi) programming (modification of software code) and software maintenance unless as specified in this Statement of Work or Exhibit D; or

(vii) training and instruction of any kind unless as specified in this Statement of Work.

3. Term and Termination.

(a) The initial term of this Statement of Work shall commence on the SOW Effective Date and shall continue for thirty-six (36) months thereafter, unless terminated earlier in accordance with the terms of the Master Agreement. Customer shall pay AP all amounts payable for the Services rendered pursuant to this Statement of Work through the effective date of termination.

(b) The provisions of this Section 3 shall survive the expiration or termination of this Statement of Work.

4. Fees.

(a) Implementation Fee. Upon execution of this Statement of Work, in consideration for the provision of configuration and launch services, Customer shall pay to AP a one-time fee in the following amount: \$2,500

(b) Equipment Purchase Price. Upon execution of this Statement of Work, Customer shall pay to AP, as the purchase price for the Equipment set forth in Section 1, the following amount: \$ 5,000 (the "**Purchase Price**").

(c) Monthly System and Services Fee. In consideration for AP providing the System and Services in accordance with the terms of this Statement of Work and the Master Agreement, Customer shall compensate AP as follows: Monthly Rate: \$ 331 per month.

(d) Authorized Users and Authorized AP Physicians Fee. Based on the number of Authorized Users and Authorized AP Physicians on the Authorized User List, the Monthly System and Services Fee set forth in Section 4(c) above shall be adjusted as follows:

Number of Authorized Users and Authorized AP Physicians	Fees
1 to 10	Monthly Fee: \$ _____
11 to 20	Monthly Fee: \$ _____
21 to 30	Monthly Fee: \$ _____
31 to 40	Monthly Fee: \$ _____

(e) Authorized User List. Upon execution of this Statement of Work, Customer shall provide AP with the Authorized User List which includes Authorized Users and

Authorized AP Physicians. During the term of this Statement of Work, Customer shall maintain the Authorized User List in accordance with Section 1.3 of the Master Agreement.

5. Customer SOW Representative. The name and contact information for the Customer SOW Representative is as follows:

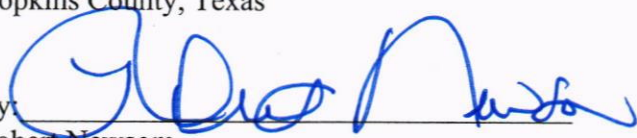
Robert Newsom, Hopkins County Judge  
118 Church St. Sulphur Springs, TX 75482  
(903) 438-4006  
rnewsome@hopkinscountytexas.org

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has caused this Bill of Sale to be executed and delivered as of the day and year first above written.

**SELLER:**

Hopkins County, Texas

By:   
Robert Newsom  
County Judge, Hopkins County

**AP:**

ACCESS PHYSICIANS MANAGEMENT  
SERVICES ORGANIZATION, LLC

By: \_\_\_\_\_  
Christopher Gallagher, CEO



## ATTACHMENT I

### BILL OF SALE

THIS BILL OF SALE (this "*Bill of Sale*") is made on this 12th day of July, 2019, by Access Physicians Management Services Organization ("*Seller*"), for the benefit of Hopkins County, Texas ("*Purchaser*"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Statement of Work (as hereinafter defined).

WHEREAS, Purchaser on the one hand and Seller, on the other, have entered into that certain Telemedicine System and Services Agreement dated as of July 12, 2019 (the "*Agreement*"), and that certain Statement of Work, dated as of July 12, 2019 (the "*Statement of Work*"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Seller to Purchaser of certain equipment as set forth herein.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration paid by Purchaser, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Agreement:

1. Seller does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Purchased Equipment TO HAVE AND TO HOLD such Purchased Equipment, free and clear of all liens, with all appurtenances thereto, unto Purchaser, and its successors and assigns, for its use forever.

2. The Purchased Equipment is being conveyed "as is" as of the date of this Bill of Sale and, except as set forth in the Agreement, no representations, warranties, covenants, or agreements, either express or implied, have been made by Seller or relied upon by Purchaser. Seller represents that, to the best of Seller's knowledge, without independent investigation, the Purchased Equipment is in good operating condition, and Seller is not aware of any material defect in the Purchased Equipment that would affect its general operation or value.

3. Notwithstanding the foregoing, Seller hereby conveys to Purchaser any and all of Seller's rights under any warranty, purchase agreement, maintenance policy, or other contract related to the Purchased Equipment, and shall reasonably cooperate with Purchaser in seeking the enforcement or completion of any such warranty, agreement, or policy.

4. Purchaser shall be responsible for and shall additionally pay any taxes, costs or expenses related to the acquisition or ownership of the Purchased Equipment from and after the date hereof, including, without limitation, any tax, title, and license fees related to acquisition of the Purchased Equipment. Seller will provide all necessary title documents and any other paperwork necessary to vest title in Purchaser, and Seller remains responsible for any fees, costs, expenses or other liabilities associated with ownership of the Purchased Equipment prior to the date hereof.

5. This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

6. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement or the Statement of Work. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

7. This Bill of Sale is executed and delivered pursuant to the Agreement.

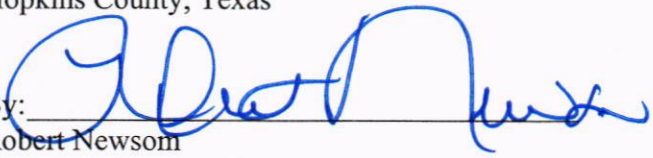
8. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of Texas, as applied to contracts made and performed entirely in such state.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized representatives as of the date first written above.

**CUSTOMER:**

Hopkins County, Texas

By:   
Robert Newsom  
County Judge, Hopkins County

**AP:**

ACCESS PHYSICIANS MANAGEMENT  
SERVICES ORGANIZATION, LLC

By: \_\_\_\_\_  
Chris Gallagher, CEO

**EXHIBIT B**

**FORM OF AUTHORIZED USER AGREEMENT**

[To be attached.]

## EXHIBIT C

### FACILITY REQUIREMENTS FOR TELEMEDICINE

#### **BROADBAND SPEEDS**

Optimal speed requirements:

- 10.0 Mbps or higher Download
- 10.0 Mbps or higher Upload

#### **WI-FI**

Optimal coverage is required for all locations in which telemedicine will be performed.

- RSSI: -50 dBm
- Noise: -90 dBm

Encrypted Wi-Fi connection is necessary for all telemedicine encounters. HD video will use 1.2 Mbps (up/down).

- RSSI: -50 dBm
- Noise: -90 dBm

#### **POWER OUTLETS**

Every patient encounter will require access to a power outlet; for best results, the power outlet should be within 10 feet of the patient bedside.

#### **SECURITY**

End to end security is an added layer of application security. The web videoconferencing system can encrypt all presentation content at the application layer using TLS 1.2 with Advanced Encryption Standard (AES) 256-bit algorithm. Encryption is done at the account level (all users must follow), and all encounters would be required to be AES encrypted.

No data, user or patient, is to be stored on the Access Cart. Access Physicians employs its own device management, malware protection and vulnerability scanning systems to ensure compliance with company policy.

#### **CONFIGURATION**

Access Carts and Access Stations can operate on DHCP (with or without hostnames) or an assigned Static IP address. If Static IP address is used, and clinical care will be provided via telemedicine on multiple floors, the subnet either must be the same on all floors or we will require multiple IP addresses to access them. Ports 80, 443, 587, and 5223 need to remain open outbound to, as well as allowing redirects from, the 17.0.0.0/8 address block to keep the systems current with industry standards including macOS and iOS communicating with Apple services such as Apple Push Notification Service (APNS) and ensure the end user devices comply with security protocols. Configurations can be modified to align with your facility's unique requirements.

## EXHIBIT D

### SERVICE LEVELS

a. In connection with providing the Services under any Statement of Work, AP will provide remote monitoring during the term of such Statement of Work. Should a problem be discovered during such remote monitoring, AP shall make every attempt to rectify the condition in a timely manner through remote means. Telemedicine support representatives will be provided to Customer by AP through remote means 24 hours per day, 7 days per week during the term of such Statement of Work, by calling 1-866-9 CALL-AP. Telemedicine support representatives will provide the first level of assistance for routine questions from Authorized Users about the System and the Services. U.S.-based phone assistance is available to provide user assistance, evaluate and diagnose software and hardware issues, and answer technical questions.

b. For the purposes of this Exhibit D, "**Downtime**" is defined as the period of time in which the Services provided under any given Statement of Work were not available to the Internet due to causes within the reasonable control of AP, and does not include Planned Downtime or any failure of Customer to access the Services due to third parties outside of the control of AP (such as internet service providers, network service providers, or telecommunications service providers) or due to Customer hardware, software, systems or networks or any other event or circumstance set forth in Section 10.16 of this Agreement. "**Planned Downtime**" is defined as scheduled maintenance performed during non-clinical service hours or scheduled with the facility so as not to interrupt or inhibit patient care, or between the hours of 1 am and 5 am Central Standard Time.

c. AP may interrupt the Services at any Authorized Location for Planned Downtime. A schedule for Planned Downtime will be established from time to time with Customer through communication with the appropriate employees and/or staff of Customer, with a date, time and cadence that does not impede patient care. For non-critical updates or maintenance that needs to occur outside of that schedule, AP will alert Customer to determine a reasonably mutually convenient time that does not impede patient care.

d. AP shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in any given month during the term of any Statement of Work. AP will at its discretion periodically provide software updates at no additional cost to the Customer. The software updates may include modifications, program enhancements, bug fixes, and new features. AP is not required to develop or release updates, or customize the updates to satisfy Customer's particular requirements. The updates will not include any new products which AP decides to make generally available as a separately priced option.