



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement for consultant work is entered into between SpringML Inc. a Delaware corporation and Master Care, Inc. a Delaware corporation and its subsidiaries and affiliates, as of the last date signed below.

Now, therefore, in consideration of the mutual agreements and covenants hereinafter set forth and intending to be legally bound, the parties hereby agree as follows:

1. Services to be Performed. SpringML shall provide consulting services for Customer on an hourly or otherwise agreed to basis. SpringML will perform works for Customer as mutually agreed to in writing as set forth in Exhibit A (Contractor Services), a change order or a statement of work that are mutually executed between the parties from time to time (the "Services").

2. Satisfaction with Performance. If at any time Customer is dissatisfied with the performance of an individual working on a Customer project, Customer may report its dissatisfaction to SpringML in writing and may ask SpringML to replace the individual. SpringML will use commercially reasonable efforts to replace the individual with a similarly qualified individual.

3. Warranty. SpringML warrants that its services shall be provided in a professional manner. SpringML will re-perform any warrantable Services or deliverables of which SpringML is notified within thirty (30) days after the delivery of such Services. Re-performance of the Services will be the Customer's sole remedy and SpringML's sole and exclusive liability for any breach of this warranty.

4. Compensation of SpringML. The compensation for Services will be as set forth in Exhibit A. Justified expenses and travel time may be covered by Customer only if previously agreed in writing. SpringML shall keep record of all works performed for and on behalf of Customer. Customer will compensate only such works that it has ordered or agreed-to in writing and not exceeding the

number of hours agreed therein. Invoices shall be submitted via email to: d.draves@mastercareplan.com with a copy to the Customer's supervising representative listed on Exhibit A. Customer shall also be responsible for the payment of all duties and taxes (excluding taxes based on SpringML's net income) levied or based on the terms of the performance of this agreement, including, without limitation, sales, use and excise taxes. Payment for Services rendered and expenses incurred pursuant to a Statement of Work shall be due thirty (30) days after receipt of an invoice from SpringML.

5. Term. This Agreement shall remain in force until terminated in writing by either party with or without cause. Customer shall be responsible for payment to SpringML for all Services rendered and agreed upon expenses incurred pursuant to Exhibit A prior to the effective date of any such termination. Sections 3 through 9 shall survive any termination of this Agreement.

6. Confidential Information. For purposes of this Agreement, the term "Recipient" shall mean the Customer with respect to Confidential Information (as defined below) supplied hereunder by SpringML and SpringML with respect to Confidential Information supplied hereunder by Customer. "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets, or finances of the disclosing party which is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". In the case of disclosures in non-documentary form made orally or by visual inspection, the disclosing party shall have the right, or if requested by Recipient, the obligation, to confirm in writing within sixty (60) days after the disclosure is made, the fact that such information is confidential and protected hereunder. The parties hereby agree that: (i) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (ii) Recipient shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iii) Recipient shall not disclose the Confidential Information, or any part or parts thereof, to any

of its employees, agents, or contractors except on a “need to know” basis. Recipient agrees to undertake whatever action is reasonably necessary to remedy any such breach of Recipient’s confidentiality obligation set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents, or contractors. The confidentiality provisions of this Section shall not apply to any information which (i) Recipient can demonstrate was in possession before receipt, (ii) is or subsequently becomes publicly available without Recipient’s breach of any obligation owed the disclosing party, (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information or (iv) Recipient can demonstrate was independently developed without reliance on any Confidential Information.

## 7. Ownership.

7.1 SpringML shall own and have all rights and title and interest in and to all of SpringML’s information, data and materials and all pre-existing intellectual property of SpringML (“SpringML IP”). Customer shall own and have all rights and title and interest in and to all of Customer information, data and materials, all pre-existing intellectual property of Customer as well as all intellectual property developed by SpringML in connection with its performance of Services hereunder (“Customer IP”) to the extent it does not contain any SpringML IP.

7.2 The parties acknowledge that the material delivered by SpringML hereunder may contain pre-existing material developed by SpringML under similar terms and conditions for others, and SpringML shall retain all right, title, and interest in such pre-existing material. Upon full payment for the applicable Services, SpringML does, however, grant Customer an irrevocable, non-exclusive, worldwide, royalty-free license to use, copy and authorize others to use such pre-existing material (other than commercially available SpringML products and SpringML training materials) and SpringML IP in connection with the project for which such material was delivered.

7.3 Nothing contained in this Agreement shall restrain SpringML or its personnel in the use of the techniques or skills of computer operation, system design and programming acquired in the performance of services hereunder.

## 8. Identification.

8.1 SpringML shall indemnify, defend and hold harmless Customer from any third-party claims for loss, cost, damage, expense or liability by reason of bodily injury (including death) or damage to tangible property arising out of, as a result of, or in connection with, SpringML’s gross negligence or willful misconduct in the performance of Services under this Agreement.

8.2 SpringML shall indemnify, defend and hold Customer harmless from any third-party claim alleging that the Services performed under this Agreement infringe any third-party rights in copyright or issued patent or the trade secret rights of any third party in the United States.

8.3 All of the foregoing indemnifications set forth in this Section 8 are subject to and provided that: (i) SpringML is given prompt written notice of any such claim; (ii) SpringML has the right to control and direct the defense of such claim and (iii) Customer shall fully cooperate with SpringML in such defense. SpringML shall have no liability for and shall not indemnify Customer for work developed in accordance with Customer’s specific design instructions.

8.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SPRINGML, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

9. LIMITATION OF LIABILITY. EXCEPT FOR ANY BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) OR SECTION 7 (OWNERSHIP) OR SECTION 8 (INDEMNIFICATION) THE LIABILITY OF EITHER PARTY ARISING FROM THE PROVISION OF SERVICES HEREUNDER, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE RELATED SERVICES FEES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

10. Relationship of the Parties. SpringML is engaged

by Customer only for the purpose and to the extent set forth in this Agreement, and its relation to Customer shall be that of an independent contractor. SpringML's personnel are not, and shall not be considered employees or agents of Customer for any purpose whatsoever. SpringML shall be responsible for payment of all employment taxes, fees and claims, including workers' compensation and other liabilities related to SpringML's business operations.

11. Insurance. SpringML shall obtain and/or maintain during the term of this Agreement commercial general liability insurance with minimum coverage of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or tangible property damage. In addition, SpringML shall maintain employer's liability insurance in a minimum amount of One Million Dollars (\$1,000,000), as well as worker's compensation insurance in an amount satisfying applicable laws. Upon request, SpringML shall provide Customer with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance.

12. Notice. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or airmail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or actual receipt if sent using an overnight air courier for delivery service.

13. Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

14. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this

Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

15. Publicity. The parties acknowledge that they may desire to use the other party's name and logos in press releases, product brochures, sales materials and presentations, sales and marketing media and financial reports indicating that Customer is a Customer of SpringML or SpringML is a vendor for Customer, and both parties agree that their names and logos may be used for the above referenced purpose only.

16. General. This Agreement may not be amended except by a writing signed by an authorized representative of each of the parties. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, except that neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. This agreement shall be governed by Delaware law, without regard to conflict of law provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings between the parties. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

**SpringML Inc.**

6200 Stoneridge Mall Road,  
Suite 300  
Pleasanton, CA 94588  
Attn: Legal Department

Signature: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Master Care, Inc.**

1024 Iron Point Road  
Suite #100  
Folsom, California 95630  
Attn: Legal Department

Signature: 

Name: Debra P Draves

Title: CEO

Date: 1/31/2022

## EXHIBIT A - CONTRACTOR SERVICES

Est. Start Date: January 31st, 2022

Est. End Date: April 30th, 2022

Goal:

- Provide ongoing support post-Sales Cloud Jumpstart. Support will include the following:
  - Minor enhancements to Patient Workflow; and
  - Break-fixes from any features/functionality related to the Patient Workflow.

Initial assistance and guide on how the TEL import process works as well as exporting of needed reports back to TEL and for billing.

Reports to: Alyse Golden

Estimated Project Budget: \$9,300

Billing: Project fees will be due and invoiced monthly in arrears based on actual hours consumed. Payment terms are net thirty (30) days from receipt of invoice.

Rate Structure and Estimated Hours:

Resource/Location	Minimum Hours	Hourly Rate	Total
Salesforce Consultant (Onshore)	20	\$225	\$4,500
Salesforce Developer (Offshore)	60	\$80	\$4,800
Total			\$9,300