



Master License and Service Agreement

This Master License and Service Agreement (“Agreement”) is entered into between The Bridge Health Advocates, PLLC, an Arizona professional limited liability company (“BHA”), and the purchaser, an individual (“Client”).

1. Definitions. The following definitions shall apply to this Agreement and all related documents related to this Agreement.
 - a. *Agreement*: The term “Agreement” shall include this Agreement and all related documents related to the Client’s use of BHA Material, and shall include, but not be limited to, the Statement of Work (“SOW”), Privacy Policy, and any other governing document, all of which shall be deemed to be incorporated herein by reference. This Agreement shall also include any written amendment that is signed by both parties.
 - b. *Material*: The “Material” shall mean all The Bridge Health Advocates’ material .
 - c. *Authorized User*: An “Authorized User” means Client, who uses the Material according to the terms and conditions of this Agreement.
 - d. *Party, Parties*: Either BHA or Client may individually be referred to herein as a “Party” or collectively as the “Parties.”
 - e. *Product and Services*: The Material includes products and services as listed in the SOW, which may be amended from time to time.
 - f. *Term*: The Term of this Agreement shall be as stated in Section 8, which may be extended for successive renewal terms. The initial Term together with any renewal term shall constitute the “Term” of this Agreement.
2. Grant of License. BHA grants Client a non-exclusive, non-transferrable, limited right to access and use the Material in accordance with the terms and conditions of this Agreement. The Material provided by BHA is intended for the purpose of assisting the Client in creating a private health advocacy business.
3. Service Agreement, Exclusive Right to Service. Client agrees that BHA shall have the exclusive right to provide business material. BHA shall provide the services as described on the SOW, subject to the fees contained in the SOW.
4. Restrictions on Use, Prohibited Activities. Client agrees that it shall not do any of the following:
 - a. Distribute the Material or any of the content of the Material to any person;
 - b. Remove, alter or obscure any proprietary notice, copyright or trademark of BHA or its affiliates, partners, suppliers or the licensors of the Material
 - c. Use the material for any revenue generating endeavor, commercial enterprise or other purpose for which the material is not designed nor intended;
 - d. Disparage, defame or slander BHA or the Material;

- e. Use the Material to create a product or service that is, directly or indirectly, competitive with or in any way a substitute for any services, product or service offered by BHA at any time; or
 - f. Use any proprietary information of BHA or the material in the design, development, licensing or distribution of any other material.
5. Intellectual Property Rights. The Material, together with all content of it, is proprietary information and belongs solely to BHA. Client acknowledges and agrees that it does not own or have any right to the intellectual property rights, including trademark, copyright, patent or other rights, to the material, except for the limited license granted to Client herein, and Client agrees not to use any such proprietary information and intellectual property for distribution to other parties for them to use. Client acknowledges and agrees that all information, about the material or that Client may acquire about BHA, its owners, officers, employees, agents is information belonging to BHA and confidential to BHA.

Client acknowledges and agrees that BHA owns and holds all rights to its Material, together with any modifications, add-ons, and customization that BHA provides.

6. User Participation, Contributions and Third-Party Material Integration.
- a. Clients and Third Party Access. Client may provide access to the Material to Clients, as defined herein, and to other third parties, such as contractors, who are necessary for the operation of Client's business (collectively, "Third Party"). Client provides such Third Party access at Client's sole risk. BHA does not contract with any Third Party and cannot control the conduct or govern the terms of any relationship with a Third Party. Client agrees to maintain its own agreements with Third Parties and to conduct reasonable security measures to ensure the proper use of the Material by Third Parties, according to the requirements set forth in this Agreement. Client agrees to terminate access of any Third Party who uses the Material in any manner that would be a violation of the terms of this Agreement and to immediately notify BHA of any Third Party breach affecting the material.
7. User Representations. Client represents and warrants that it:
- a. Is authorized and has legal capacity to enter into this Agreement, whether individually or on behalf of an entity;
 - b. Has reviewed the terms of this Agreement, together with all related documents, and has had the opportunity to engage counsel for advice prior to signing this Agreement;
 - c. Has directed and will continue to direct and implement policies to ensure use by employees and other Authorized Users who access the Material through Client that is compliant with this Agreement;
 - d. Monitors and will continue to monitor Clients and Third Parties to ensure proper use of the Material in accordance with this Agreement.
8. Term and Termination.
- a. Term. The Term of this Agreement shall commence on the effective date and continue for the duration of Advisory Services selected. Client charges shall be incurred for the entire Term regardless of whether Client uses the Material for the entire Term.
 - b. Termination. This Agreement may be terminated by Client by delivering written notice to BHA, for any reason. There will be no refund of collected monies if termination is

initiated by Client. This Agreement may be terminated by BHA at any time by written notice delivered to Client for any reason. If termination is initiated by BHA, BHA will refund Client pro-rated portions of the collected monies for services and deliverables not yet distributed to Client.

- c. Payment Due:
 - i. The Initial Payment shall be due upon the effective date of this Agreement prior to commencement of services.
 - b. Form of Payment:
 - i. BHA accepts Visa, Mastercard, American Express, Discover through PayPal, and Business Checks
 - c. Schedule of Fees. Client agrees to pay for the actual services provided by BHA at the applicable rates. All fees are in U.S. dollars.
 - d. Sales Final. All sales are final and are not subject to refund.
9. Limitation of Liability. Under no circumstances shall BHA or its directors, officers, employees, contractors, agents, attorneys, affiliates, partners, suppliers, or licensors (collectively, "BHA") be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with a Client's access or use of or inability to use or access the Material and any third party content and services, whether or not the damages were foreseeable and whether or not BHA was advised of the possibility of such damages. Further, BHA shall not be liable for any breach related to Client's obligations under HIPAA with respect to protected healthcare information.
10. Disclaimer of Warranties. Client acknowledges and agrees that the Material is provided on an "as is" and "as available" basis, and that Client's use of or reliance upon the Material and any third party content and services accessed thereby is at Client's sole risk and discretion. BHA hereby disclaims any and all representations, warranties and guaranties regarding the Material and third party content and service, whether express, implied or statutory, and including without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Furthermore, BHA makes no warranty that the Material will meet Client's requirements; that the Material will be uninterrupted, accurate, reliable, timely, secure or error-free; the quality of any products, services, information or other material accessed or obtained by you through the Material will meet your expectations; or any errors in the Material will be corrected to your satisfaction.
11. Injunctive Relief. Client acknowledges and agrees that the protection of the Material is for the protection of BHA's core business, and that Client's misuse of the Material or breach of this Agreement would result in irreparable harm to BHA. In addition to all other damages and relief allowable by law and equity, Client agrees that, in the event of a breach of this Agreement, BHA will have the right to seek injunctive relief without notice to Client, with Client's signature hereto evidences of Client's consent to such injunctive relief. A finding of injunctive relief will not in any way limit BHA's right to recover damages, costs and attorneys' fees.
12. Indemnification. You agree to defend, indemnify, and hold BHA harmless from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Material or your breach of any term of this Agreement, including the representations and warranties set forth herein.

13. Confidentiality. In connection with this Agreement, Client may receive certain information concerning BHA and its business, which information is confidential, is proprietary and not in the public domain and constitutes trade secrets as such term is used under Arizona Law. (“Confidential Information”) Confidential information includes, without limitation, the names of Clients, pricing information, financial data, methods of doing business, as well as any other information provided by BHA designated as confidential. Client agrees not to disclose to any third party any of the Confidential Information.
14. Non-Solicitation. Client agrees that it shall not solicit any of the other clients of BHA for a Client’s own services. Client further agrees that it shall not solicit any of BHA’s employees or contractors to provide services for the Client that are otherwise provided through BHA.
15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
16. Counterparts, electronic signature. This Agreement may be signed in as many counterpart signatures as necessary. The Parties may sign this Agreement and any modification thereto by electronic signature.
17. Amendments. Except for modifications by BHA as authorized herein, no modification, amendment, addition to, or termination of this Agreement shall be valid or enforceable unless in writing and signed by the Parties.
18. Governing Law. This Agreement and all disputes or questions arising under this Agreement shall be interpreted and decided in accordance with the laws of the State of Arizona.
19. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing, addressed to the other Party at its address set forth above, and delivered via United States certified mail, return receipt requested, and also by electronic mail. Delivery of notice shall be complete upon receipt by the recipient.
20. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
21. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in full force and effect
22. Cumulative Remedies; Waiver. Any specific right or remedy set forth in this Agreement is not exclusive but is cumulative upon all other remedies available to the aggrieved Party under this Agreement or by law. The failure of a Party to enforce any of the provisions of this Agreement or to seek a remedy shall not constitute a waiver of any of its rights under this Agreement, nor a waiver or election of remedies.

23. Mediation. The Parties acknowledge and agree, prior to the filing of a lawsuit, to attempt to mediate any disputes with the other Party, including issues related to the interpretation of this Agreement and any liability arising hereunder.

Acceptance and Authorization

The parties agree to accept the Standard Terms and Conditions stated on the previous pages, which are specifically incorporated by reference herein. The acceptance of the parties is conclusively shown by the signature on the purchase form. If there is a conflict between the terms above or any of the documents created by or on behalf of the client, the Standard Terms and Conditions incorporated herein or on the previous pages have priority over such conflicting terms.

In witness hereof, the parties execute the above Agreement as of the date of signature 2021. ("Effective Date").

Melissa Cardine, The Bridge Health Advocates, PLLC
Jennifer Whalen, The Bridge Health Advocates, PLLC