MASTER SERVICES AGREEMENT

Last Modified: July 01, 2026

THIS MASTER SERVICES AGREEMENT ("MSA") GOVERNS CLIENT'S PURCHASE AND USE OF SERVICES FROM DRCATALYST LLC ("DRC"). CLIENT AND DRC ARE INDIVIDUALLY REFERRED AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES". WHEN EXECUTING AN ORDER FORM THAT REFERENCES THIS MSA, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS MSA, AND TO THE APPLICABLE SCHEDULES, EXHIBITS AND ATTACHMENTS INCORPORATED HEREIN BY REFERENCE. IF YOU ARE ENTERING INTO THIS MSA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

DEFINITIONS

"Kick-Off Call" shall mean the initial meeting between when DRC and Client following the execution of the MSA meet to discuss the MSA signed, tasks and duties, and begin the process of recruitment and implementation.

1 SERVICES.

DRC shall provide to Client the services (the "Services") set out in one or more Order Forms to be provided by DRC and accepted by Client (each, an "Order Form").Additional Order Forms shall be deemed issued and accepted only if signed by DRC and Client.

2 DRC RESPONSIBILITIES.

2.1 Designate staff that it determines, in its sole discretion, to be capable of filling the following positions:

a. A primary contact to act as its authorized representative with respect to all matters pertaining to this MSA (the "DRC Account Manager") and an implementer.

b. A number of staff that it deems sufficient to perform the Services as set out in each Order Form (collectively, with the DRC Account Manager, "DRC Representatives"). Client understands and agrees that the implementation process of the appropriate DRC Services may take between 2 to 4 weeks, in some cases more, depending upon the scope of the Services agreed upon.

c. DRC shall coordinate with Client training, software access and ensure that the invoices are correct. DRC shall provide to Client reports regarding the Services listed in the Order Form(s) on a frequency agreed upon by both parties.

2.2 Make no changes in DRC Representatives except:

a. Following notice to Client.

b. Upon the replacement, resignation, termination, death or disability of an existing resource.

c. At the reasonable request of Client, in which case DRC shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

2.3 DRC shall perform the Services:

- **a.** In accordance with the terms and subject to the conditions set out in the respective Order Form and this MSA.
- **b.** Using personnel of commercially reasonable skill, experience and qualifications.
- **c.** In a timely, skillful, and professional manner in accordance with generally recognized industry standards for similar services.

2.4 Kick-Off Call: DRC will attempt to schedule a Kick-Off Call with Client no later than seven (7) business days following the execution of an Order Form to coordinate the implementation of the Services listed within such Order Form(s).

2.5 DRC shall use reasonable commercial efforts to promptly cure any failure to comply with its responsibilities; provided, that if DRC cannot cure such failure within a reasonable time (but no more than thirty (30) days) after Client's written notice of such failure, Client may terminate this MSA by serving written notice of termination in accordance with Section 7.3(a).

3 CLIENT RESPONSIBILITIES.

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this MSA and to act as its authorized representative with respect to matters pertaining to this MSA (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from DRC for instructions, information or approvals required by DRC to provide the Services.

3.3 Cooperate with DRC in its performance of the Services and provide access to Client's software, employees, contractors, equipment or any other infrastructure as required to enable DRC to provide the Services.

3.4 Attend a Kick-Off Call with DRC within seven (7) business days of execution of the respective Order Form to provide valuable information to DRC Account Manager and implementers. DRC shall not be liable for any delays in implementation of DRC Services due to Client's failure to attend a Kick-Off Call within the time period provided herein or to provide the requested information to DRC.

3.5 When required, Client shall give to DRC Representatives access to the Client's Electronic Health Record, Billing Software, Client's Phone System (VoIP) Dashboard or any other software or system to allow the Provider Representatives to provide the Services within ten (10) business days of signing this MSA. DRC shall not be liable to Client for failure to provide the Services due to Client's failure to provide such access.

3.6 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in DRC's provision of the Services.

3.7 Provide feedback regarding Client's individual DRC Representatives' performance at least every quarter or as needed to ensure the quality of services. Client's feedback can be sent to DRC via email survey or a conference call.

3.8 Meet weekly or bi-weekly or monthly with DRC Account Manager to ensure the proper provision of the Services, address Client's concerns, discussion of SOP changes, and overall quality of services throughout the term of this MSA.

3.9 Client acknowledges and agrees that DRC may use Client's positive feedback, testimonials, or comments provided during the term of this MSA, whether in written or verbal form, for marketing, promotional, or website purposes. DRC shall, however, anonymize any information that may identify specific individuals or protected health information (PHI) unless Client provides explicit written consent for identification. Client may opt-out of this provision at any time by providing written notice to DRC.

3.10 Apart from the Services, if Client requests for any new or additional task(s) to be performed by DRC, Client understands and agrees that DRC Representatives should be given fifteen (15) business days to learn each new skill and duties assigned by Client.

4 FEES AND EXPENSES.

4.1 Client shall pay DRC at the rates established in the Order Form. Client shall pay DRC the calculated amount in US dollars. All invoices are due upon receipt of the invoice and must be paid on or before the 15th calendar day of each month through bank-to-bank transfers known as an Automated Clearing House (ACH) or Credit Card. Client shall be responsible for providing DRC correct and updated information. No checks accepted.

4.2 Any delays in the implementation or commencement date of the Services not due to DRC's fault shall not prevent DRC from beginning to bill the applicable Monthly/Recurring Fees due under this MSA. Client delays, including but not limited to failure to provide required information, access to systems, or participation in scheduled meetings, shall not postpone the commencement of billing or service timelines as agreed upon in the Order Form. Client acknowledges that such delays may affect DRC's ability to meet timelines, for which DRC shall not be held liable.

4.3 Any expenses incurred by DRC that have been pre-approved by Client Contract Manager shall be reimbursed to DRC within five (5) days of receipt by Client of an invoice from DRC accompanied by receipts and reasonable supporting documentation.

4.4 Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event Client will pay any fees or taxes that DRC is obligated by law to pay, including, but not limited to, business taxes, state or local taxes, DRC's payroll taxes and/or workers compensation. DRC reserves the right to collect sales/use tax rates and/or collect the state tax assessed for the Services, if any, should Client fail to pay them.

4.5 An administrative late charge of $35.00 per invoice will be charged for any invoice not paid by the applicable due date (including any electronic transaction that is declined and any returned checks), and an additional $35.00 shall be charged for each 30 days thereafter that such invoice remains unpaid. Furthermore, all late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse DRC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this MSA or at law (which DRC does not waive by the exercise of any rights hereunder).DRC shall be entitled to suspend the provision of any Services if the Client fails to pay any undisputed amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

4.6 Fee Increases. DRC shall have the right to increase the Service fees at any time following the first twelve (12) months after the Effective Date by providing Client with at least sixty (60) days' prior written notice. Notwithstanding the foregoing, Service fees for any third-party products or services may be subject to increase at any time during the applicable Term then in-effect.

4.7 In the event that the Client's account is suspended due to non-payment, any reactivation of services shall be treated as a new implementation. Reactivation will require Client's payment of any applicable re-implementation fees, in addition to clearing outstanding balance and new staff will be assigned to the Client's account. Client acknowledges that previous staff assignments may not be guaranteed following reactivation.

5 INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this MSA or prepared by or on behalf of DRC in the course of performing the Services (collectively, the "Deliverables") except for any Confidential Information of Client ("Client Materials") shall be owned by DRC. DRC hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services. Client shall not alter, modify, reverse-engineer, sublicense, or distribute any Deliverables without prior written consent from DRC. All derivative works shall automatically be deemed the property of DRC.

6 CONFIDENTIALITY.

From time to time during the Term of this MSA, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information.

The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MSA; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MSA.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure and unless otherwise prohibited, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, DRCs, sublicensees, subcontractors, attorneys, accountants, and financial advisors. With regard to its use and/or disclosure of Protected Health Information ("PHI"), the Parties shall be subject to the terms and conditions of the Business Associate Agreement ("BAA") executed between the Parties and incorporated herein by reference. The Parties agree to amend or execute any necessary MSAs as necessary to comply with all applicable rules and regulations.

7 TERM, TERMINATION, AND SURVIVAL.

7.1 Term of MSA. This MSA commences on the date Client executes an Order Form wherein Client agrees to all terms and conditions contained within this MSA and continues throughout the term of Client's contractual relationship with DRC unless otherwise stated within this MSA or sooner terminated pursuant to Section 7.3 and 7.4.

7.2 The Term ("Term") of this MSA shall begin on the Effective Date (as defined in the Order Form) and will continue for the term specified in the Order Form. Unless otherwise indicated in the Order Form, this MSA will automatically renew for the term specified in the Order Form unless either Party sends notice of non-renewal to the other Party at least thirty (30) days before the renewal date.

7.3 Either Party may terminate this MSA with cause, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

- **a.** Materially breaches this MSA, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- **b.** Client's use of the Services poses a safety threat, is illegal, infringes on the rights of a third party, or will subject DRC to civil or criminal liability.
- **c.** Becomes insolvent or admits its inability to pay its debts generally as they become due.
- **d.** Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing.
- **e.** Is dissolved or liquidated or takes any corporate action for such purpose.
- **f.** Makes a general assignment for the benefit of creditors.
- **g.** Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.4 Notwithstanding anything to the contrary in Section 7.2 and Section 7.3, DRC may terminate this MSA before the expiration date of the Term in the following events: (a) if after written notice by DRC, Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment or (b) after two (2) consecutive months of Client's non-payment.

7.5 Client may not terminate this MSA without cause; Client shall be required to pay an amount equal to the remaining payments due under the applicable term. DRC reserves the right to terminate this MSA and the provision of the Services at any time with or without cause.

7.6 Termination of the MSA (a) shall not relieve any party from any liability that may have arisen prior to such termination, (b) shall not relieve Client of its obligation to pay all fees that have accrued or are otherwise owed by the Client under the MSA prior to such termination, and (c) shall not limit either party from pursuing other remedies available to it under Law, including injunctive relief.

7.7 The rights and obligations of the Parties set forth in this Section 7 and in Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 20, Section 21, Section 22, Section 24 and Section 26, and any right or obligation of the Parties in this MSA which, by its nature, should survive termination or expiration of this MSA, will survive any such termination or expiration of this MSA.

8 LIMITED WARRANTY.

EXCEPT FOR DRC'S REPRESENTATIONS HEREIN, NOTHING IN THIS MSA SHALL BE CONSTRUED TO CREATE ANY EXPRESS OR IMPLIED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF DRC, AND
ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

9 LIMITATION OF LIABILITY.

9.1 DRC'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, INDEMNITY, AND DAMAGES (DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL) SHALL BE LIMITED TO THE AMOUNT OF THE MOST RECENT THREE (3) MONTHS OF SERVICE FEES PAID BY CLIENT AND RECEIVED BY DRC. DRC SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL. DRC SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY CLIENT'S FAILURE TO PERFORM CLIENT'S OBLIGATIONS AND RESPONSIBILITIES. DRC SHALL NOT BE RESPONSIBLE FOR LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS KNOWN TO DRC, OR FOR ANY CLAIM AGAINST CLIENT BY ANY THIRD PARTY ARISING IN ANY WAY OUT OF THIS MSA.

9.2 NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR IN CONNECTION WITH THIS MSA MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN, OR IN THE CASE OF NONPAYMENT, MORE THAN ONE (1) YEAR FROM THE DATE OF LAST PAYMENT OR PROMISE TO PAY, EXCEPT THAT THIS LIMITATION DOES NOT APPLY TO ANY ACTION FOR THE PAYMENT OF TAXES. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT THE USE OF THE REMOTE STAFF FOR ANY PURPOSE RELATED TO PATIENT CARE CANNOT BE CONTROLLED BY DRC, AND MUST NOT BE SUBSTITUTED FOR CLIENT'S PROFESSIONAL SUPERVISION, SKILL, AND JUDGMENT.

10 INDEMNIFICATION.

Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its affiliates, and their respective directors, officers, employees, and agents (each, an "Indemnified Party"), from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorneys' fees, experts' fees and other costs of investigation or defense at any stage of the proceedings) to the extent relating to a Third Party claim, action or demand (any of the foregoing, a "Loss") arising out of or resulting from: (a) the negligence, recklessness or intentional acts or omissions of the Indemnifying Party or its affiliates, and their respective directors, officers, employees and agents with respect to this MSA and the Services contemplated hereby; (b) any breach of a representation or warranty of the indemnifying party hereunder; (c) any act or omission by Client that results in DRC submitting any false or fraudulent claim to any governmental payor or private third party payor; and (d) a breach of any applicable law by such Indemnifying Party.

11 NO REFERRALS.

The Parties agree that no payment or other remuneration that is offered, paid, solicited or received hereunder is to improperly induce any person to (a) make referrals for items or services for which payment may be made in whole or in part under Medicare or other Federal Healthcare Programs (as defined in 42 CFR § 1320a-7b(f)); or (b) purchase, lease, order or arrange for or recommend purchasing, leasing, or ordering any items or services that may be covered by Federal Healthcare Programs.

12 ENTIRE AGREEMENT.

This MSA, including and together with any related Order Form, exhibits, schedules, attachments and appendices, 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. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this MSA and the terms and conditions of any Order Form, the terms and conditions of the Order Form shall supersede and control.

13 SEVERABILITY.

If any term or provision of this MSA is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MSA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MSA to reflect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14 AMENDMENTS.

We may update, modify, or amend this Agreement from time to time at our discretion. Any such changes will be effective upon posting the updated Agreement on our website. Your continued access to or use of the Services after the effective date of any changes constitutes your acceptance of the revised Agreement.

15 WAIVER.

No waiver by any Party of any of the provisions of this MSA shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16 ASSIGNMENT; SUBCONTRACTING.

Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this MSA without the prior written consent of DRC. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this MSA.

DRC may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of DRC's assets without Client's consent. DRC may use subcontractors to perform Services (or portions thereof); provided, however, that such subcontracting shall not relieve DRC from responsibility for performance of its duties hereunder.

17 SUCCESSORS AND ASSIGNS.

This MSA is binding on and inures to the benefit of the Parties to this MSA and their respective permitted successors and permitted assigns.

18 NO THIRD-PARTY BENEFICIARIES.

This MSA benefits solely the Parties to this MSA and their respective permitted successors and assigns and nothing in this MSA, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this MSA.

19 RELATIONSHIP OF PARTIES.

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by DRC shall be under its own control, Client being interested only in the results thereof. DRC shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this MSA shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this MSA shall be construed as creating any agency, partnership, joint venture, employer-employee or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20 CHOICE OF LAW.

This MSA and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this MSA, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Puerto Rico, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Puerto Rico.

21 CHOICE OF FORUM.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this MSA, including all exhibits, schedules, attachments and appendices attached to this MSA, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than U.S. District Court for the District of Puerto Rico or, if such court does not have subject matter jurisdiction, the courts of Puerto Rico sitting in San Juan, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in U.S. District Court for the District of Puerto Rico or, if such court does not have subject matter jurisdiction, the courts of Puerto Rico sitting in San Juan. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22 WAIVER OF JURY TRIAL.

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

23 FORCE MAJEURE.

The DRC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this MSA, for any failure or delay in fulfilling or performing any term of this MSA when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of DRC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Client shall be entitled to give notice in writing to DRC to terminate this MSA.

24 MUTUAL NON-SOLICITATION.

Both Parties agree that during the Term, and for two (2) years following the termination of this MSA or the maximum time period permitted by applicable law, regardless of cause, that neither Party shall directly or indirectly solicit, or cause others to solicit, the employment of any employee of the other Party without the other Party's expressed prior written consent, and that neither Party shall interfere with the other Party's relationship with, or endeavor to entice away from the other Party, any person who, on the date of the termination of this MSA and/or at any time during the one (1) year period prior to the termination of the Term, was a customer of the other Party or otherwise had a material business relationship with the other Party. Nothing herein shall preclude either Party from hiring employees or contractors of the other Party (or its subsidiaries) to the extent such employees or contractors respond, without any solicitation by or on behalf of the hiring party, to advertisements or job openings published or otherwise made generally available to the public by the hiring party.

25 NOTICES.

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this MSA (each, a "Notice") in writing and addressed to the other Party at the addresses set forth on the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this MSA, a Notice is (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

26 COUNTERPARTS.

This MSA may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same MSA. Notwithstanding anything to the contrary in Section 11, a signed copy of this MSA delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MSA.

27 LEGAL COMPLIANCE.

Client shall be solely responsible to verify the rules and regulations for using the Service in accordance with their state and federal laws, including HIPAA and other privacy regulations. Client should make its own independent and informed decision for when and how the Services are utilized and hereby agrees to defend and indemnify DRC for any and all claims, fines, and damages arising out of Services rendered in accordance with this MSA.