

AI CLOUD SERVICE EVALUATION AGREEMENT

This AI Cloud Service Evaluation Agreement (“**Agreement**”) is made and entered into by and between Apex Medical AI Inc. (“**Apex**”), a Delaware corporation with its principal place of business at 20 Pacifica, Suite 420, Irvine, CA 92618, and [] (“**Evaluator**”), a [] located at []. This Agreement is effective as of the date it is last signed by a party (the “**Effective Date**”).

1. DEFINED TERMS.

1.1 “Authorized End User” means, collectively, employees, agents, or contractors of Evaluator accessing or using the Service.

1.2 “Activation Date” means the specific date set forth on Exhibit A on which the Service is scheduled to be made available online for Evaluator to use.

1.3 “Client Software” means Apex’s desktop computer software application for the Service, solely in object code form. The term “Client Software” specifically excludes all Open Source Software provided with the Client Software.

1.4 “Confidential Information” means any non-public information disclosed under this Agreement that the recipient knows or reasonably should know is confidential to the discloser or other third party.

1.5 “Evaluator Content” means the documents, text, notes, information, or material an Authorized End user enters into the Service during this Agreement for the purpose of producing and/or obtaining Output.

1.6 “De-identified Data” means data that has been de-identified in accordance with the methods specified in HIPAA, 42 CFR 164.514(b).

1.7 “Documentation” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Service.

1.8 “Health Care Law” means all applicable health care and health insurance laws, including government program and other contractual requirements and HIPAA, as well as any and all amendments or modifications made from time to time to any health care law.

1.9 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, similar federal and state laws, and their

implementing regulations, including any and all amendments or modifications made from time to time to such laws.

1.10 “Licensed Software” means the Service, the Client Software and the Mobile App, and any and all other intellectual property provided by Apex to Evaluator (and/or any applicable Authorized End Users) under this Agreement.

1.11 “Losses” means losses, damages, liabilities, penalties, judgments, awards, settlements, fines, assessments, costs, and expenses (including reasonable attorneys’ fees and costs of litigation, including appeal).

1.12 “Mobile App” means the Apex mobile software application for the Service, solely in object code form.

1.13 “Open Source Software” means the individual software libraries and components not owned by Apex that are provided with Client Software under the terms of various separate Open Source Licenses.

1.14 “Open Source License” means any open source or other license that requires, as a condition of use, modification or distribution, that any resulting software must be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

1.15 “Output” means the content and information generated by or provided through the Service, including, without limitation, AI-generated summaries of the Evaluator Content.

1.16 “Service” means the cloud-based Apex software product offering identified or described on Exhibit A, including all new versions made available under this Agreement.

1.17 “Service Usage Data” means information obtained from Authorized End Users’ activities and usage of the Service.

2. ACCESS RIGHTS.

2.1 Provision of Access. Subject to the terms and conditions of this Agreement, Apex hereby grants to Evaluator, effective on the Activation Date, a non-exclusive, non-transferable right to access the features and functions of the Service during the Term (as defined below), solely for Evaluator's own internal evaluation purposes and only by Authorized End Users in accordance with the terms and conditions herein. The maximum number of Authorized End Users is set forth on Exhibit A. Apex shall use its reasonable efforts to make the Service available to Evaluator online on or about the Activation Date. Apex shall provide to Evaluator the necessary passwords and access credentials to allow Evaluator to access the Service (the "**Access Protocols**"). Apex shall also provide Evaluator any standard end user documentation for the Service ("**Documentation**") to be used by Evaluator in accessing and using the Service. Evaluator acknowledges and agrees that, as between Evaluator and Apex, Evaluator shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Evaluator, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Evaluator. Evaluator shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Service, and shall cause Authorized End Users to comply with such provisions.

2.2 Software License. Subject to the terms and conditions of this Agreement, Apex hereby grants to Evaluator a non-exclusive, non-transferable right and license to use each of the Client Software and Mobile App during the Term for Evaluator's internal purposes in connection with its use of the Service as contemplated herein. Additionally, a Mobile App is provided subject to the additional third party mobile application terms on Exhibit B.

2.3 Documentation License. Subject to the terms and conditions of this Agreement, Apex hereby grants to Evaluator a non-exclusive, non-transferable right and license to use the Documentation during the Term for Evaluator's internal purposes in connection with its use of the Service as contemplated herein.

2.4 Usage Restrictions. Evaluator will not, and will not allow or permit any Authorized End Users or any third party to, do any of the following: (i) copy or duplicate any of the Licensed Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code of any of the

Licensed Software is compiled or interpreted, or apply any other process or procedure to derive the source code of any Licensed Software, or attempt to do any of the foregoing, and Evaluator acknowledges that nothing in this Agreement will be construed to grant Evaluator any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Licensed Software, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Apex; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Licensed Software; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Licensed Software; (vi) send or store data on or to the Service which violates the rights of any individual or entity established under law of any applicable jurisdiction; (vii) subject any Licensed Software to an Open Source License; (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Evaluator's rights under Section 2.1; or (ix) use the Service or any information from the Service (including Output) to create, train, or improve (directly or indirectly) any product or service, including any similar or competitive product or service or for purposes of harvesting or gathering any third party's content or data or attempt to use the Service to circumvent any license or other content restrictions. Evaluator will ensure that its use of any of the Licensed Software complies with all applicable laws, statutes, regulations or rules and will not use or compile any of the Licensed Software for the purpose of any illegal activities. Apex may remove any violating content posted or stored using the Service or transmitted through the Service, without notice to Evaluator. Evaluator agrees to comply with the terms and conditions of Apex's acceptable use policy and other policies as provided or made available by Apex to Evaluator.

2.5 Aggregated Data. Notwithstanding anything else in this Agreement or otherwise, Apex may monitor Evaluator's use of the Service and use De-Identified Data as well as data and information related to such use and Evaluator Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Service ("**Aggregated Data**"). Evaluator acknowledges that Apex will be compiling Aggregated Data based on Evaluator Content input into the Service and Evaluator agrees that Apex may (a)

make such Aggregated Data publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement, marketing and other commercial purposes, provided that such data and information does not identify Evaluator or its Confidential Information.

2.6 De-identified Data. It is further acknowledged and understood that Apex may use PHI (as defined below) to create De-identified Data and use and disclose such De-identified Data, independently and in aggregation with other healthcare data, to perform statistical and internal system analytics, and such other analytics as Apex may perform from time to time for the improvement of healthcare and industry-related insights, as well as additional analytics related to assessment of the member population and opportunities to improve health outcomes.

2.7 Suspension. Notwithstanding anything to the contrary in this Agreement, Apex may temporarily suspend Evaluator's and any Authorized End User's access to any portion or all of the Licensed Software if: (i) Apex determines in good faith that (a) there is a threat or attack on any of the Licensed Software; (b) Evaluator's or any Authorized End User's use of the Licensed Software disrupts or poses a security risk to the Licensed Software or any other customer or vendor of Apex; (c) Evaluator or any Authorized End User is/are using the Licensed Software for fraudulent or illegal activities; (d) subject to applicable law, Evaluator has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Apex's provision of the Service to Evaluator or any Authorized End User is prohibited by applicable law; or (ii) any vendor of Apex has suspended or terminated Apex's access to or use of any third party services or products required to enable Evaluator to access the Licensed Software (each such suspension, a "**Service Suspension**"). Apex will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Evaluator (including notices sent to Apex's registered email address) and to provide updates regarding resumption of access to the Licensed Software following any Service Suspension. Apex will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably practicable after the

event giving rise to the Service Suspension is cured. Apex will have no liability for any Losses (including any loss of data or profits) or any other consequences that Evaluator or any Authorized End User may incur as a result of a Service Suspension pursuant to this Section.

2.8 Open Source Software. The Open Source Software is licensed to Evaluator under the terms of the applicable Open Source Licenses that can be found in any applicable "README" file, documentation, or other materials accompanying the Client Software or in the Open Source Software itself. Copyrights to the Open Source Software are held by copyright holders indicated in the Open Source Licenses or in the Open Source Software itself. Any terms of this Agreement that conflict with the terms of any Open Source Licenses do not apply to such Open Source Software. This Agreement does not alter any rights or obligations Evaluator may have under those Open Source Licenses. Notwithstanding anything to the contrary contained in such Open Source Licenses, the disclaimer of warranties and the limitation of liability provisions in this Agreement apply to all Open Source Software.

3. PASSWORDS/SECURITY.

3.1 Passwords. If applicable, Apex shall issue to Evaluator, or shall authorize a Evaluator administrator to issue, a password for each Authorized End User of the Service. Evaluator and its Authorized End Users are responsible for maintaining the security and confidentiality of all usernames and passwords usable to access the Apex platform, using at least the degree of diligence and care that a reasonably prudent business would use to protect its confidential or mission critical resources and for ensuring that each password is used only by the Authorized End User. Evaluator is entirely responsible for any and all activities that occur under Evaluator's account and all charges incurred from use of the Service accessed with Evaluator's passwords. Evaluator agrees to immediately notify Apex of any unauthorized use of Evaluator's account (including each password of each Authorized End User accessing the Service by means of Evaluator's account) or any other breach of security known to Evaluator. Apex shall have no liability for any loss or damage arising from Evaluator's failure to comply with these requirements.

3.2 Security. Apex agrees to exercise reasonable and appropriate security safeguards as specified in the Business Associate Agreement on Exhibit C (the "**BAA**"). Evaluator acknowledges that,

notwithstanding such security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Service and Evaluator Content. Accordingly, Apex cannot and does not guaranty the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or that any such security precautions will be adequate or sufficient.

4. FEEDBACK. If Evaluator provides any ideas, suggestions, feature requests, or recommendations to Apex regarding any of the Licensed Software (collectively, “**Feedback**”) (including any relating to the performance, features, functions and availability of the Service), Apex is free to retain, disclose, use, implement, and incorporate such Feedback in Apex’s products, services, and technologies (including the Licensed Software), without payment of royalties or other consideration to Evaluator. Evaluator understands and agrees that Apex is not obligated to hold, keep confidential, use, display, reproduce, implement, or distribute, or otherwise act upon any such Feedback, and that it has no right to compel such holding, use, confidentiality, display, reproduction, distribution, or acting. Nothing herein shall be interpreted as imposing an obligation on Software to provide Feedback to Apex or for Apex to use it. Evaluator agrees that the Feedback provided to Apex under the Service program will be Apex’s Confidential Information and Evaluator will not disclose such Feedback to any third party without Apex’s prior written consent.

5. CUSTOMER SUPPORT. Except as expressly stated on Exhibit A, Evaluator’s use of the Service will include the provision to Evaluator of Apex’s then-current standard telephone and e-mail support during Apex’s normal business hours, Monday through Friday, Apex holidays excepted.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Ownership. As between the Parties, subject to the rights granted in this Agreement, Apex and its licensors retain all right, title and interest in and to the Service, Licensed Software and its components, the Service Usage Data, Aggregated Data, and any data provided by Apex through the Service, and Evaluator acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Evaluator further

acknowledges that Apex retains the right to use the foregoing for any purpose in Apex’s sole discretion. There are no implied rights. As between the Parties and subject to Section 2.5, Apex acknowledges and agrees that Evaluator retains all right, title, and interest in and to all Evaluator Content and Output and Evaluator hereby grants to Apex a non-exclusive, worldwide right and license to use, copy, manipulate and render such Evaluator Content and Output to provide the Service and as permitted by this Agreement.

6.2 Intellectual Property Notices. Evaluator shall not delete or alter in any manner the copyright, trademark, and other proprietary rights notices of Apex and its licensors appearing on any of the Licensed Software as made available to Evaluator.

7. CUSTOMER OBLIGATIONS.

7.1 Hardware and Software. Evaluator is responsible for downloading the Mobile App from the relevant third party app store and the Client Software. Evaluator is also responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access and use the Service, and for paying all third-party fees and access charges (e.g., ISP, telecommunications, etc.) incurred while using the Service.

7.2 Evaluator Content. Evaluator acknowledges and agrees that use of the Service will allow Evaluator and any Authorized End User, to collect, use, store and disclose medical records of third parties. As such, Evaluator and/or each Authorized End User shall accurately and adequately disclose, either through a privacy policy or otherwise, how Evaluator and/or each such Authorized End User handles, collects, uses, stores and discloses such third party data. Evaluator represents and warrants that it is in compliance with and will comply with all applicable privacy and data protection laws and regulations with respect to any Evaluator Content uploaded or submitted to the Service and its performance of its obligations under this Agreement and the transfer of such Evaluator Content to the Service and its processing and use as contemplated by this Agreement is in compliance with all laws, rules and regulations and obligations to which Evaluator is a party or by which it is bound. Evaluator will indemnify and hold Apex harmless from any Losses arising out of, related to, or resulting from Evaluator’s actual or alleged breach of this Section.

7.3 Business Associate Agreement. To the extent required by law, the parties shall execute the

BAA concurrent with the signing of this Agreement. The BAA will govern access, transmission, creation, maintenance, use, disclosure and security of “protected health information” (“PHI”), as defined in the BAA. In the event of a conflict between the terms of this Agreement and the terms of the BAA regarding the access, transmission, creation, maintenance, use, disclosure and/or security of PHI, the terms of the BAA will control.

7.4 Audit. During the Term, Apex shall have the right to review Evaluator’s use of the Service and/or enter Evaluator’s facilities and premises and books and records to verify Evaluator’s compliance with the terms of this Agreement from time to time upon reasonable notice. Alternatively, Apex may request that Evaluator provide a written report as to the number of users of the Service (detailed on a monthly basis) in order to verify that the number of users does not exceed the number of Authorized End Users with permission to access and use the Service.

8. TERM. This Agreement commences on the Effective Date and access to the Service shall commence on the Activation Date and this Agreement shall continue for a period set forth on Exhibit A (the “Term”), unless earlier terminated in accordance with this Agreement or the parties agree in writing to extend the Term.

9. TERMINATION.

9.1 Breach. Except as provided in Section 9.4 below, either party may terminate this Agreement upon written notice if the other party has materially breached this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the notifying party specifying the breach.

9.2 Convenience. Apex may terminate this Agreement without cause at any time during the Term upon thirty (30) days’ prior written notice to Evaluator.

9.3 Insolvency. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.

9.4 Violation of Use Restrictions. Apex may suspend or terminate access to the Service, at its sole option, with or without notice to Evaluator if

Evaluator breaches any of Section 2.4, 7.2, or 7.3 of this Agreement.

9.5 For Cause Termination. In the event Evaluator is operating in violation of any applicable Health Care Laws, Apex has the right, but not the obligation to terminate this Agreement “for cause” effective immediately upon sending written notice to Evaluator.

9.6 Effect of Termination. Apex shall not be liable to Evaluator or any third party for suspension or termination of Evaluator’s access to, or right to use, the Service under this Agreement. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Evaluator or Apex, Evaluator's right to use the Service shall immediately cease. Upon the expiration or termination of this Agreement, Evaluator and its Authorized End Users’ access to the Service will terminate and Evaluator shall cease accessing and using the Service immediately. The definitions and the provisions of this Agreement that by their express terms or nature continue and survive, including the limitation on liability, consequential damages waiver, indemnities, and warranty disclaimer, shall survive its expiration or termination for any reason.

10. CONFIDENTIALITY.

10.1 Obligations. Each of the parties agrees to maintain in confidence the other party’s Confidential Information. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party. Confidential Information shall not include PHI that is subject to the BAA.

10.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the

disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

10.3 Permitted Disclosures. This Agreement is the Confidential Information of both parties. A party may disclose information concerning this Agreement and the transactions contemplated hereby, including providing a copy of this Agreement and information about it, in confidence to each of the following: (a) potential acquirers, merger partners, buyers, investors, and their personnel, attorneys, auditors and investment bankers, in connection with the due diligence review of such party by persons, (b) the party's auditors and accountants, (c) the party's outside legal counsel, and (d) other advisors with a bona fide need to know. A party may also disclose this Agreement in any litigation or proceeding concerning or involving this Agreement.

10.4 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly destroy, or, if requested, return to the other party all copies of the other party's Confidential Information, except that a party may retain a copy of this Agreement and the other party's Confidential Information as reasonably required for its business records. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason. Notwithstanding the foregoing, and for the avoidance of doubt, the return or destruction of PHI shall be governed by the BAA.

11. WARRANTY DISCLAIMER.

11.1 Disclaimer. EVALUATOR ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED

FOR EVALUATION PURPOSES ON AN "AS IS" BASIS. THE SERVICES MAY CONTAIN SIGNIFICANT BUGS, ERRORS, DEFECTS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES AND LOSS OF DATA OR INCORRECT, MISLEADING OR OTHER PROBLEMS WITH THE OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APEX AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APEX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED THE LICENSED SOFTWARE OR OUTPUT WILL MEET EVALUATOR'S NEEDS OR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Apex does not warrant that the Service will be available at any particular time. Further, Apex does not warrant that any errors with the Licensed Software are correctable or will be corrected, or that any of the Licensed Software will not change in the future. The Output may contain errors and omissions, or the Service may misunderstand content or input and may generate incorrect results.

11.2 Professional Responsibility Disclaimer. The Service is intended as a technology platform, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, nurses, pharmacists, or other healthcare professionals in patient care. Evaluator acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Evaluator takes full responsibility for the use of information provided by the Service in patient care and acknowledges that the use of the Service in no way is intended to replace or substitute for professional judgment. Apex assumes no responsibility for actions of Evaluator or its Authorized End Users which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.

11.3 No Advice. Evaluator acknowledges and agrees that: (i) the Service includes or uses a third party large language model and/or artificial intelligence reference tool to assist Authorized End Users in navigating medical records related content: (ii) Apex does not provide advice of any kind, whether healthcare, medical, or otherwise: (iii) nothing within

the Output constitutes such advice including medical or other professional advice, and any content regarding those topics is provided for informational purposes only and is not a substitute for advice from a qualified professional: and (iv) Evaluator will ensure that Authorized End Users agree and receive prominent and adequate notice not to treat any Output as advice of any kind or use it as the basis for making any investment decisions, and Evaluator shall not make any representation to any third party to that effect. Evaluator further acknowledges and agrees that: (a) Apex does not recommend action or treatment that may be identified, mentioned in, or suggested by any Output; (b) the Licensed Software are tools that are designed to be used by a healthcare professional and are not substitutes for a healthcare professional's diagnosis, opinions, guidance, or advice. and (c) nothing within the Licensed Software is intended to be or to be treated as an inducement or invitation to engage in any kind of practice of medicine.

11.4 Special Disclaimers Regarding Use of Artificial Intelligence. The Licensed Software may sometimes provide inaccurate, untimely, incorrect, incomplete, or inappropriate content. Evaluator must, and must advise its Authorized End Users, to independently confirm the accuracy, correctness, timeliness, appropriateness, completeness, and relevance of the Output and use discretion before acting or relying on, implementing, or otherwise using Output provided by the Service.

12. INDEMNIFICATION. Evaluator shall defend, or at its option settle, any third party claim, action, suit, or proceeding ("**Claim**") against Apex based on a claim: (i) of any breach of this Agreement by Evaluator, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Evaluator or its Authorized End Users using or that used the Service, and Evaluator shall indemnify and hold Apex harmless from and against all resulting Losses, including any final judgment entered against Apex in any such proceeding or agreed to in settlement. Apex will notify Evaluator in writing of such Claim and give all information and assistance reasonably requested by Evaluator or such designee.

13. LIMITATION OF LIABILITY.

13.1 Limitation on Direct Damages. IN NO EVENT SHALL APEX'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED \$100, WITHOUT REGARD TO

WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ADDITIONALLY, IN NO EVENT SHALL APEX LICENSORS OR PROVIDERS BE LIABLE FOR ANY DIRECT DAMAGES OF ANY KIND.

13.2 Waiver of Consequential Damages. IN NO EVENT SHALL APEX OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF APEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Essential Purpose. The essential purpose of this Section 13 is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section are intricate to the amount of consideration levied in connection with the license of the Service and that, were Apex to assume any further liability, such consideration would out of necessity, been set much higher.

14. MARKETING. Apex may use Evaluator's respective name, logo, and quotes for testimonials, case studies, and additional sales and marketing materials. In addition, Apex may use Evaluator's name as part of a general list of customers and may refer to Evaluator as a user of the Service in its general advertising and marketing materials.

15. COMPLIANCE. Evaluator shall not, and shall not permit any Authorized End Users or any third party to, utilize the Service, or any Licensed Software or other item or service provided by Apex under this Agreement, as a means to violate (or attempt to violate) applicable Health Care Laws.

16. GENERAL. All notices to a party shall be in writing and sent to the addresses specified in above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email (excluding bounce-back and auto-reply messages), if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement and the rights hereunder may not be assigned or transferred by Evaluator, by merger, operation of law or otherwise, without Apex's prior

written consent. For purposes of this Section, a change of control of Evaluator or its affiliate constitutes an assignment, regardless of whether Evaluator is the surviving or disappearing entity. Any attempted assignment in violation of the foregoing is null and void. Apex may freely assign or transfer its rights under this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement, together with all addenda, schedules, and exhibits, constitutes the entire agreement between the parties and covers all of the services which are to be provided between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. Evaluator acknowledges and agrees that the Service and technology subject to this Agreement are subject to the export and reexport control laws and regulations of the United States and any applicable jurisdiction. Evaluator will comply with all such laws and regulations. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties and identifies itself as an amendment to this Agreement. No term or provision hereof shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by a party to, or waiver of, a breach by the other party, whether express or implied, shall constitute that party's consent to, waiver of, or excuse of any other, different, or subsequent breach by the other party. The laws of the state of California govern all matters arising out of this Agreement, excluding its conflict of laws rules. Any and all disputes between the parties arising under or in connection with this Agreement which cannot amicably be resolved by the parties shall be resolved solely and exclusively in the state and federal courts located in Orange County, California, with the exception that Apex may seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. Each party hereby expressly consents to the service of process in connection therewith and irrevocably waives any objections to the jurisdiction of such courts on any grounds, including, without limitation, *forum non conveniens*. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other

provisions of this Agreement. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by reasons beyond that party's reasonable control, including acts of God, cloud service providers, civil commotion, war, strikes, labor disputes, pandemic, epidemic, third party Internet service interruptions or slowdowns, vandalism, denial of service, or hacker attacks, acts of terrorism or governmental demands or requirements or other causes, events, or reasons, whether or not similar to this listed in this section. Pre-printed terms and conditions on or attached to any Evaluator purchase order shall be of no force or effect. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

[Signature page follows]

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

“Evaluator”:

“Apex”:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Dated: _____

Dated: _____

EXHIBIT A

SERVICES

Services:

Apex's cloud-based AI platform offers the ability to:

1. Apex MedAI Copilot. Provides Medical Record Online Fax Integration, OCR, Splitting, Structuring, Classification, Structured Data Extraction, Order generation, Prior Authorizations, Eligibility Checks and Summarization. Provides Chart Viewer, Medical Record Q/A, and Clinical Note Editor Capabilities.
2. Apex MedAI Scribe. Provides Ambient Clinical Voice Recording, Transcription, and Clinical Note Generation.
3. Apex MedAI Connect: Provides mapped drive capability to upload and download files to/from Apex MedAI Copilot

Activation Date:

Maximum Number of Authorized End Users: up to

Evaluation Term: [30] days starting on the Activation Date

EXHIBIT B

ADDITIONAL MOBILE APPLICATION TERMS

A. Apple iOS Required Terms:

1. The following additional terms and conditions apply with respect to any mobile app designed for use on an Apple iOS-powered mobile device (an “**iOS App**”):

(a) Evaluator acknowledges that the Agreement is between Evaluator and Apex only, and not with Apple, Inc. (“**Apple**”).

(b) Evaluator’s use of the iOS App must comply with Apple’s then-current App Store Terms of Service.

(c) Apex, and not Apple, is solely responsible for the iOS App and the services and content available thereon. Evaluator acknowledges that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.

(d) Evaluator agrees that Apex, and not Apple, is responsible for addressing any claims by Evaluator or any third-party relating to the iOS App or Evaluator’s possession and/or use of the iOS App, including, but not limited to:

(i) product liability claims

(ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement

(iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by the Agreement and any law applicable to Apex as provider of the iOS App

(e) Evaluator agrees that Apex, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or Evaluator’s possession and use of the iOS App.

(f) Evaluator represents and warrants that:

(i) Evaluator is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country

(ii) Evaluator is not listed on any U.S. Government list of prohibited or restricted parties

(g) Evaluator agrees to comply with all applicable third-party terms of agreement when using the iOS App (e.g., Evaluator must not be in violation of Evaluator’s wireless data service terms of agreement when using the iOS App).

(h) The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to the Agreement as they relate to Evaluator’s license of the iOS App. Upon Evaluator signing of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Evaluator as they relate to Evaluator’s license of the iOS App as a third-party beneficiary thereof.

B. Google Android Required Terms:

[Note: the following will be applicable if/when Apex releases an Android version of the Mobile App]

2. The following additional terms and conditions apply with respect to any mobile app designed for use on an Android-powered mobile device (an “**Android App**”):

(a) Evaluator acknowledges that the Agreement is between Evaluator and Apex only, and not with Google, Inc. ("**Google**").

(b) Evaluator's use of Android App must comply with Google's then-current Android Market Terms of Service.

(c) Google is only a provider of the Android Market where Evaluator obtained the Android App. Apex, and not Google, is solely responsible for Android App and the services and content available thereon. Google has no obligation or liability to Evaluator with respect to Android App or this Agreement.

(d) Evaluator acknowledges and agrees that Google is a third-party beneficiary to the Agreement as it relates to Android App.



Apex Medical AI Inc.
20 Pacifica, Suite 420
Irvine, CA 92618
info@apexmedical.ai

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is entered into by and between _____, a _____ that maintains its principal place of business at _____ (hereinafter "**Covered Entity**") and Apex Medical AI Inc., a Delaware corporation that maintains its principal place of business at 20 Pacifica Suite 420, Irvine CA 92618 (hereinafter "**Business Associate**"). It is effective as of _____ ("**Effective Date**").

Recitals

Covered Entity and Business Associate are entering into or are parties to an agreement or other business relationship ("**Arrangement**") pursuant to which Business Associate will provide services to or for Covered Entity;

In the course of such Arrangement, Business Associate may access, transmit, create, maintain or use Protected Health Information ("**PHI**"), as defined below; and

The parties therefore desire to enter into this Agreement to protect the privacy and provide for the security of PHI in compliance with the federal Privacy and Security Rules, as defined below, and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.

Now, therefore, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions. The following terms shall have the meaning set forth below; any terms not defined below, but defined in the Privacy and Security Rules, shall have the meaning provided in those Rules:

- 1.1. "C.F.R." means the Code of Federal Regulations.
- 1.2. "Covered Entity" is the Covered Entity named above, which is a Covered Entity as defined in 45 C.F.R. § 160.103.
- 1.3. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. § 164.501.
- 1.4. "Discovery" means the first day on which a Security Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
- 1.5. "Electronic Protected Health Information" or "ePHI" means information that comes within paragraphs 1(i) or 1(ii) of the definition of "Protected Health Information," as defined in 45 C.F.R. § 160.103, regarding an Individual as limited by Section 1.8 herein.

- 1.6. "HIPAA" means Health Insurance Portability and Accountability Act of 1996 and the rules promulgated and implemented by the federal government thereto.
 - 1.7. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as personal representative pursuant to 45 C.F.R. § 164.502 (g)(4), but only insofar as such individual's PHI or ePHI is created, maintained, received or sent or received by Business Associate from or on behalf of Covered Entity.
 - 1.8. "Privacy and Security Rules" means those provisions of HIPAA that relate to PHI and its protection, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the "Security Rule"), as may be amended from time to time; and related guidance publicly issued by the Secretary from time to time.
 - 1.9. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" as defined by 45 C.F.R. § 160.103, limited to the information created, maintained, sent or received by Business Associate from, to, for or on behalf of Covered Entity.
 - 1.10. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - 1.11. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - 1.12. "Security Breach" shall have the same meaning as the term "Breach" in 45 C.F.R. § 164.402.
 - 1.13. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304, and shall include, for purposes of this Agreement, any Security Breach.
 - 1.14. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligations and Activities of Business Associate.
 - 2.1. Uses and Disclosures of Protected Health Information. Business Associate shall use and disclose PHI only to perform its obligations under the Arrangement, or as required by law. Business Associate may also use PHI in its capacity as a Business Associate if necessary: (i) for the proper management and administration of Business Associate; and/or (ii) to carry out the legal responsibilities of Business Associate, including to report violation of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). Business Associate shall comply with the requirements of 45 C.F.R. Part 164, Subpart E, as it applies to Covered Entity, to the extent that Business Associate is to carry out Covered Entity's obligations under this Subpart. Notwithstanding the foregoing, Covered Entity acknowledges that Business Associate retains a right to maintain and use fully de-identified and aggregated Member data for research and any other purpose permissible under HIPAA.
 - 2.2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to comply with

applicable provisions of 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.

- 2.3. Subcontractors. Business Associate shall ensure that any subcontractor who receives, maintains, or transmits PHI on behalf of Business Associate agrees to substantially similar restrictions and conditions that apply to Business Associate with respect to such information.
- 2.4. Information Access. To the extent that Business Associate maintains PHI in a Designated Record Set, within 15 business days following Covered Entity's written request, Business Associate will provide access to PHI to Covered Entity in order for Covered Entity to meet its requirements under 45 C.F.R § 164.524. If Business Associate receives a direct request from an Individual for access to PHI, it will promptly forward the request to Covered Entity to fulfill.
- 2.5. Accounting of Disclosures. Business Associate will document, and within 15 business days following Covered Entity's written request, will provide Covered Entity with an accounting of Business Associate's disclosures of PHI as required for Covered Entity to respond to an Individual's request for an accounting of any such disclosures in accordance with 45 C.F.R. § 164.528.
- 2.6. Notification of Breach. Business Associate shall report to Covered Entity any Security Breach of Unsecured Protected Health Information, of which it becomes aware, without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Security Breach. Such notice shall include the information as required by HIPAA
- 2.7. Other Security Incidents. Business Associate shall report to Covered Entity any other Security Incident of which it becomes aware. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that this Section 2.7 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's electronic Protected Health Information.
- 2.8. Amendment of PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall make PHI available to Covered Entity as reasonably required to fulfill Covered Entity's obligations to amend such PHI pursuant to 45 C.F.R. § 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate in a Designated Record Set. If Business Associate receives a direct request from an Individual for amendment to PHI, it will promptly forward the request to Covered Entity to fulfill.
- 2.9. Internal Practices. Business Associate shall make internal practices, books, and records, including policies and procedures relating to use and disclosure of PHI and the safeguarding of Electronic Protected Health Information available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- 2.10. Data Aggregation and De-Identification. Business Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate may also de-identify PHI in accordance with 45 C.F.R. § 164.514.

3. Obligations of Covered Entity

- 3.1. Covered Entity shall promptly provide Business Associate with a copy of its notice of privacy practices that the Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520 and shall promptly notify Business Associate of any limitation in such notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.2. Covered Entity shall promptly notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose that Individual's PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.3. Covered Entity shall promptly notify Business Associate in writing of any arrangement permitted or required of the Covered Entity under 45 CFR parts 160 and 164 that may impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement, including, but not limited to, any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.
- 3.4. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. Term and Termination.

- 4.1. Term. This Agreement shall take effect on the Effective Date and terminate when all PHI created, maintained, transmitted or received by Business Associate is destroyed or returned to Covered Entity, or in accordance with Section 4.3.
- 4.2. Termination for Cause. If either party breaches this Agreement, and the other party reasonably determines a cure is not practical, the non-breaching party may immediately terminate this Agreement. Otherwise, the non-breaching party will provide the other party with written notice of the existence of an alleged material breach; and afford such other party an opportunity to cure the alleged material breach. Failure to cure within thirty (30) days shall then constitute grounds for the immediate termination of the Agreement by the non-breaching party.
- 4.3. Effect of Termination. Upon termination of this Agreement, Business Associate shall return or destroy all PHI in Business Associate's possession that is received from Covered Entity or created, accessed, maintained, transmitted or received by Business Associate on behalf of Covered Entity. In the event the Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall continue to extend the protection of this Agreement to such PHI and limit further use and disclosure of such PHI for so long as Business Associate maintains such PHI.

5. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Rules. In the event of any conflict between this Agreement and the Arrangement as to the subject matter referenced herein, this Agreement shall control.

6. No Third-Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third-party rights under this Agreement, including but not limited to Individuals.

7. Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

8. Amendment. The parties acknowledge that the Privacy and Security Rules may be amended from time to time. If required in response to an amendment to HIPAA and the Privacy and Security Rules, each party shall negotiate in good faith to amend this Agreement to conform it to any such amendment to the Privacy and Security Rules. Should the parties not agree to such an amendment, despite their good faith efforts, then either party may terminate this Agreement and any other agreements between them that requires use or disclosure of PHI upon thirty (30) days written notice. This Agreement may otherwise not be amended, altered or modified except by a written instrument duly executed by the parties hereto.

9. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement. Any and all claims and disputes arising from or related to this Agreement shall be resolved in accordance with the Underlying Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original; however, all shall constitute one and the same Agreement.

11. Effective Execution. Any execution or consent required hereunder, such as for amendment or waiver, shall only be effective and binding on a party if written, dated, and executed in handwriting or with a verifiable E-signature process by an authorized executive officer of such party. "E-signature" shall mean an electronic symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document. For purposes of clarity, routine email name and address blocks are insufficient to serve as such an execution or consent; however, a signature that is handwritten, or has been electronically affixed to a document (including with use of a digital signature requiring a digital certificate), and is then delivered electronically, such as via fax, scan and email, or shared drive, is sufficient.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives on these respective dates:

Business Associate:

Covered Entity:

Apex Medical AI Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Consent and Authorization

Effective as of _____, and for so long as the Agreement (defined below) remains in effect, pursuant to this Consent and Authorization (“**Authorization**”), _____ (“**Customer**”), with its principal place of business at _____, hereby provides Customer’s consent and authorization to Apex Medical AI Inc. (“**Apex**”), with its principal place of business at 20 Pacifica Suite 420, Irvine CA 92618, to act on Customer’s behalf to carry out the purposes and under the terms and conditions set forth herein.

Recitals

WHEREAS, Customer accesses certain online portals (“**Payor Portals**”) operated by or on behalf of third party payors (“**Payors**”) for submitting and viewing claims information, engaging with Payors or their designees in certain transactions such as eligibility verification and prior authorization requests, and otherwise accessing and exchanging health information related to Customer’s health care services provided to covered members of such Payors and payment therefor (“**Payor Data**”) and utilizes electronic health record platforms (“**EHR Platforms**”) licensed from third party vendors (“**EHR Vendors**”) for managing Customer’s patient records and other healthcare-related information (“**EHR Data**,” and collectively with the Payor Data, “**Data**”);

WHEREAS, Apex provides certain services to Customer as set forth in one or more agreements (collectively, the “**Agreement**”) and requires access to the Data contained in the Payor Portals and EHR Platforms (collectively, “**Record Systems**”) to perform these services; and

WHEREAS, Customer desires to authorize Apex to access the Record Systems to obtain the Data under the terms and conditions set forth in this Authorization.

Authorization

- 1. Consent and Authorization.** Customer hereby consents to and authorizes Apex to take such steps on behalf of Customer as is necessary to acquire the Data from the Record Systems of Customer’s contracted EHR Vendors and any applicable Payor, including without limitation utilizing robotic process automation, artificial intelligence, application programming interfaces made available by an EHR Vendor or Payor, or any other similar automation tools, software, technology, and processes to access, download, transfer, and otherwise obtain such Data of Customer within such platform. Customer shall provide to Apex, and further consents and authorizes Apex to use, Customer’s username and other access credentials (“**Credentials**”) on behalf of Customer to access the Record Systems for the foregoing purposes. Customer shall fully cooperate with Apex, as Apex may request from time to time, to facilitate Apex’s access to and acquisition of the Data.
- 2. Representation of Authority.** Customer hereby represents and warrants that it has the full authority to authorize Apex to access the Record Systems for the purposes set forth in Section 1 hereof, including without limitation to grant Apex the authority to use Customer’s Credentials. Customer further represents and warrants that such authorization does not violate any agreements, policies, or laws applicable to Customer, including without limitation any contractual agreements between Customer and such EHR Vendors or any applicable Payor. Customer acknowledges that this Authorization does not obligate Apex to take any steps to access a Record System or otherwise obtain the Data and that Apex, in its sole discretion, shall decide the appropriate tools, software, technology and processes that it should employ for carrying out the purposes set forth in Section 1.
- 3. Indemnification.** Customer shall indemnify, defend, and hold harmless Apex, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with Apex’s reliance on Customer’s consents, authorizations, representations, and warranties hereunder.

By signing below, Customer affirms that Customer consents to and authorizes Apex to take any and all such steps as Apex deems necessary to carry out the purposes set forth in this Authorization.

Signature

Name: _____

Title: _____

Date: _____