

HEALTH NUMERIC

SERVICES AGREEMENT





Statement of Confidentiality

I agree that the reading of this manage service agreement is limited to individual, group or organization as authorized by Health Numeric, LLC. I agree that I shall not divulge or reproduce the content of this proposal without the written consent of the Health Numeric LLC.

I understand that any information provided in all respects confidential in nature, other than information which is in the public domain by other means. I agree not to disclose any information without the express written permission of Health Numeric, LLC.

The Health Numeric, LLC and its affiliates retain all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT



THIS HEALTH NUMERIC MANAGED SERVICES AGREEMENT (“Agreement”) is made effective as of ___/___/2019_ (the **“Effective Date”**) by and between, Health Numeric LLC., a Michigan corporation having a place of business at 2843 E Grand river Suite 272, East Lansing, MI 48823, (**“HEALTH NUMERIC LLC”**), and “_____”, a MICHIGAN corporation having a place of business at _____, _____, _____ (**“Company”**).

1. DELIVERY OF HEALTH NUMERIC MANAGED SERVICES.

1.1 **Delivery** Health Numeric shall provide remote patient monitoring and equipment support services to Company as further described in this Section 1. Company shall request remote patient monitoring medical devices and hubs (Chronic Care Management Kits) for eligible patients.

1.2 **Remote Patient Monitoring (RPM) Managed Services** The Health Numeric’s, servers rented kits, related hardware and software used to provide the RPM managed services are and will remain the sole and exclusive property of Health Numeric. Health Numeric Rental agreement will define the rental policy.

(d) **Information Management.** Health Numeric shall store data received from kits, and software applications and give Company access to data via Health Numeric Care Circle Platform or/and deliver data to Wellbox servers. Health Numeric may retain a copy of Company Data for a commercially reasonable time (i) for diagnostics and troubleshooting, (ii) to ensure the integrity of Company Data or to provide informatics services to Company (iii) to perform its roles and responsibilities, including internal forecasting, operations and accounting functions, or (iv) to improve, diagnose and repair Health Numeric’s products and services. Company will provide End Users appropriate notice of, and opportunity to authorize in accordance with HIPAA or other applicable regulations, the disclosure of their data to Health Numeric in order to provide and manage the Health Numeric Managed Services, as well as those services set forth in this subsection. To the extent allowable by law, Company shall also cooperate in good faith in the deployment, promotion and receipt of consents or “opt ins” from End Users to enable Health Numeric to use Company Data in order for Health Numeric to develop or deploy such information for data analytic or informatics services.

2.0 TERMINATION

2.1 **Term.** This Agreement shall commence as of the Effective Date, and shall expire on the one (2) year anniversary thereof; provided, this Agreement shall automatically renew for additional one year periods unless a Party provides written notice of its intention not to have this Agreement renew not less than ninety (90) days prior to the expiration date.

2.2 Termination by Health Numeric. Health Numeric shall have the right to terminate this Agreement if:



(a) Company fails to pay any amount due hereunder to Health Numeric within ten (10) days after notice that such payment is overdue; or,

(b) Company is in material breach of any other agreement in place between Company and Health Numeric.

2.3 Termination by Either Party for Breach. This Agreement may be terminated by either party on notice if any of the following occur:

(a) If either party defaults in the performance of any of its material obligations hereunder, and if any such default is not corrected within thirty (30) days after written notice thereof, then the other party, at its option, may, in addition to any other remedies it may have, thereupon terminate this Agreement;

(b) Upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, or upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter;

(c) Upon the other party's making a general assignment for the benefit of creditors; and

(d) Upon the other party's dissolution or ceasing to conduct business in the normal course.

Notwithstanding the foregoing, either party may immediately terminate this Agreement if the other party commits a material breach of the following provisions, and such termination shall be effective when the non-breaching party provides written notice of such breach: the license and other restrictions.

Health Numeric LLC.

Company _____

By: _____

By: _____

Name: Nevin Brittain

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____