



115 Perimeter Center Place NE | Suite 1045 | Atlanta, GA 30346 | 770-882-2900

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between Sequence Health, LLC, a Delaware limited liability company, having its principal place of business at 115 Perimeter Center Place NE (“**Sequence**”), and WellStar Health System, [a[n] [STATE] [LEGAL ENTITY]], having its principal place of business at 793 Sawyer Rd, Marietta, GA 30062 (“**Client**”). Sequence and Client are hereafter sometimes referred to collectively as the “**Parties**” or individually as a “**Party**.”

### RECITALS

**WHEREAS**, Client desires to obtain from Sequence, and Sequence agrees to provide to Client, certain Services provided by Sequence on the terms and provisions set forth below.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### 1. DEFINITIONS.

1.1 **Definitions.** Capitalized terms used in this Agreement are defined herein or in Exhibit A attached hereto and made a part hereof.

#### 2. SCOPE OF AGREEMENT; SERVICES.

2.1 **Order.** Sequence will perform the Services described in an Order that is subject to this Agreement and executed by the Parties. By itself, this Agreement does not constitute an obligation to acquire or provide Services; a binding obligation will only be created when the Parties additionally sign a written Order incorporating the terms of this Agreement by reference. A Sample Order is provided as Exhibit B attached hereto and made a part hereof.

2.2 **Services.** In consideration of the Fees set forth in an Order, Sequence will provide Client with the Services described in an Order.

#### 3. FEES.

3.1 **Fees.** All Fees payable by Client to Sequence will be as set forth in an Order. Unless expressly set forth to the contrary in an Order, Client will pay Sequence for recurring Fees due in accordance with the schedule for any recurring Fees in an Order, due prior to the start of the service month. Unless expressly set forth to the contrary in an Order, Call Center overages that exceed the monthly minimum will be billed at the end of the service month and Client will pay Sequence net 30. With respect to one-time and non-recurring Fees and reimbursable expenses, unless expressly set forth to the contrary in an Order, Sequence will invoice Client for such Fees and expenses, and Client shall remit payment of such Fees and expenses due at the signing of an Order. If Client has a good faith dispute with respect to any invoice, Client shall notify Sequence of the same

in a writing setting forth the details of the dispute within said thirty-day period. Client's failure to so notify Sequence shall be deemed a waiver of the right to dispute such invoice.

- 3.2 Late Fees. A late fee of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less, will be assessed on all past due payments. Client shall be deemed in default of this Agreement should Client's account remain in a delinquent payment status for thirty (30) consecutive days.
- 3.3 Taxes. Client shall pay promptly any and all government taxes or charges assessed, due or levied by reason of or based upon the provision to Client of Services or goods under this Agreement, excluding ordinary personal property taxes assessed against or payable by Sequence and excluding taxes on Sequence's net income.

#### 4. INTELLECTUAL PROPERTY AND NON-SOLICITATION.

- 4.1 Client Data. All Client Data shall be deemed the property and Confidential Information of Client, and Sequence shall not use Client Data for any purpose other than providing the Services to Client.
- 4.2 Sequence Intellectual Property. Any Intellectual Property, software, development tools, know-how, methodologies, processes, technologies, algorithms or other proprietary information of Sequence (collectively, the "**Sequence Intellectual Property**"), which may during the Term or the Order Term be operated or used by Sequence in connection with the performance of the Services hereunder or provided to Client by Sequence pursuant to this Agreement and/or an Order are and will remain the exclusive property of Sequence, and Client shall have no rights or interests therein. The Sequence Intellectual Property shall include all alteration, improvements and derivative works thereof that are developed by or on behalf of Client, and Client agrees to promptly disclose to Sequence all such alterations, improvements and derivative works and hereby assigns all of its rights in and to such alterations, improvements and derivatives, including all patent rights, copyrights, trade secrets, and any other Intellectual Property rights, to Sequence.
- 4.3 Client's Trade Names and Trademarks. Client grants Sequence a non-exclusive, non-transferable, revocable license to use Client's trade names, trademarks, service marks, trade dress graphic images, text and such other text or images for which Client grants express written permission (collectively, the "**Client Marks**"), solely for use in providing the Services. Sequence acknowledges Client's exclusive right, title and interest in the Client Marks, and Sequence will not alter the Client Marks in any way.
- 4.4 Non-Solicitation. During the term of this Agreement, and for a period of two (2) years after termination, neither Sequence nor Client, for its own benefit or the benefit of others, will solicit (other than by general advertising using general objective criteria that do not specifically identify or target such individuals) any employee or client of either party for employment or engagement of services.

#### 5. TERM AND TERMINATION.

- 5.1 Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and shall remain in effect until terminated by a Party in accordance with the provisions in this Section 5. The initial term of each Order shall be set forth in the Order (the "**Initial Order Term**"). Each order will automatically renew at the end of the Initial Order Term unless terminated by a Party in accordance with the provisions in this Section 5 (the Initial Order Term and any renewal period, the "**Order Term**"). The date on which this Agreement or any Order is terminated is hereinafter referred to as the "**Termination Date**." If this Agreement

is terminated prior to the termination of an Order and if the Order is not also terminated, the terms of this Agreement shall continue to apply to such Order throughout the Order Term.

5.2 Termination for Cause. Either Party may terminate this Agreement or any Order immediately upon the occurrence of any of the following events: (i) the other Party has failed to cure a breach of this Agreement or an Order within thirty (30) days after receiving written notice thereof from the other Party; (ii) the other Party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (iii) proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings are instituted and are pending against the other Party for more than ninety (90) days and have not been stayed; (iv) the other Party makes a general assignment for the benefit of creditors; (v) the other Party becomes insolvent; or (vi) either Party ceases to conduct business or to conduct the business relevant to this Agreement or an Order. Notwithstanding the foregoing, Sequence shall have the right to terminate this Agreement and/or an Order immediately upon written notice to Client in the event Client fails to pay any Fees when due under this Agreement and/or any Order, as provided in Section 3. The election of said option to terminate by a Party shall in no manner diminish any other rights it may have against the defaulting Party pursuant to this Agreement, an Order or by law.

5.3 Termination for Convenience. This Agreement or any Order may not be terminated by Client during the Initial Order Term. After the Initial Order Term has expired, this Agreement and the applicable Order may be terminated by either Party, for any reason, without cause, by providing sixty (60) days' written notice of such intent to terminate to the other Party. Upon such termination, Client shall not be entitled to the return of any Fees or any amounts previously paid to Sequence.

5.4 Effect of Termination.

(a) Termination of Services; Return of Confidential Information. On the Termination Date, Sequence will cease providing Services, and all rights granted by Sequence to Client herein or in an Order shall terminate immediately and automatically. Notwithstanding any other provisions of this Agreement or an Order, Client immediately shall cease to access or use of the Services. Each Party shall, at the option of the other Party, destroy or return to the other Party its Confidential Information as shall be in such Party's possession or under such Party's control and shall certify in writing to the other Party as to such return or destruction.

(b) Continuing Obligation to Pay Fees. Client shall continue to be obligated to pay, and shall pay to Sequence, all Fees and expenses otherwise payable in accordance with the terms of this Agreement or an Order for Services rendered by Sequence prior to the Termination Date.

(c) Return of Client Data. Upon Client's written request, which must be made within thirty (30) days after the Termination Date, Sequence shall have ninety (90) days from the Termination Date to furnish to Client, at no additional cost, a copy of Client's Data in a commercially reasonable data format as determined by Sequence in its sole discretion.

## 6. CONFIDENTIALITY; PRIVACY.

6.1 Non-Disclosure. During the Term of this Agreement and any Order Term and for a period of three (3) years thereafter, the Receiving Party will hold in confidence and not use or disclose, other than as provided in this Agreement or an Order, any Confidential Information of the Disclosing Party and shall similarly bind its employees and agents in writing. Notwithstanding the foregoing, Client agrees that the confidentiality

provisions under this Section 6 shall exist in perpetuity with respect to the Sequence Intellectual Property. The Receiving Party shall take commercially reasonable measures to protect the Disclosing Party's Confidential Information from unauthorized use or disclosure, which measures should at least be as protective of Disclosing Party's Confidential Information as the Receiving Party is of its own proprietary and Confidential Information, and in any event, no less than a reasonable degree of care. The Receiving Party immediately shall notify the Disclosing Party in writing in the event it knows or has reason to know of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and promptly shall furnish the Disclosing Party with full details of any such unauthorized use or disclosure and assist in preventing any recurrence thereof. The Receiving Party shall only disclose Confidential Information to (i) those employees and agents of the Receiving Party who need to know such information for the purposes of this Agreement and/or an Order, and (ii) such other persons as the Disclosing Party consents to in writing.

- 6.2 **Confidentiality Exceptions.** Except for PHI, which shall always be the Confidential Information of Client, Confidential Information shall not include information that is: (i) already known to or otherwise in the possession of a Receiving Party at the time of receipt from the Disclosing Party and that was not known or received as the result of violation of any obligation of confidentiality; (ii) publicly available or otherwise in the public domain prior to disclosure by a Disclosing Party; (iii) rightfully obtained by the Receiving Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (iv) developed by a Party independent of any disclosure hereunder, as evidenced by written records; or (v) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other in writing prior to such disclosure and shall cooperate with the other Party in the event such Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.
- 6.3 **HIPAA.** The Parties shall comply with all federal and state regulations regarding the use and disclosure of PHI, including, but not limited to the privacy and security regulations (the "**Privacy Rule**" or "**Security Rule**") promulgated under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**").
- 6.4 **Injunctive Relief.** Money damages will not be an adequate remedy if any of the provisions of this Section 6 is breached and, therefore, either Party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

## **7. LIMITED WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNIFICATION AND INSURANCE.**

- 7.1 **Services.** Sequence and Client acknowledge and agree that Sequence makes no representations or warranties whatsoever, express or implied with respect to the Services. SEQUENCE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.
- 7.2 **Limitation of Liability.**
- (a) **Lost Data or Information.** IN NO EVENT SHALL SEQUENCE, ITS AFFILIATES, OFFICERS, MEMBERS, MANAGERS, SUBSIDIARIES, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST DATA OR CONTENT ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

- (b) Excluded Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO SEQUENCE ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER AN ORDER), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND.
- (c) Maximum Liability. THE MAXIMUM CUMULATIVE LIABILITY OF SEQUENCE, ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS TO CLIENT FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR AN ORDER IS LIMITED TO THE SUM OF THE FEES PAID OR PAYABLE UNDER AN ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED, BUT NOT TO EXCEED TWELVE (12) MONTHS.
- (d) Force Majeure Events. Neither Party shall be liable for, and neither Party shall be considered in breach of this Agreement or an Order due to any failure to perform its obligations under this Agreement or an Order as a result of, a cause beyond its reasonable control, including any act of God or a public enemy, terrorist act, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, Internet outages, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing ("**Force Majeure**"). Financial problems or an inability to pay amounts due hereunder are not Force Majeure events. The non-performing Party shall be required to provide written notice of the occurrence of such Force Majeure event within ten (10) days following such occurrence, and upon such written notice, the affected provisions and/or requirements of this Agreement and/or any Order shall be suspended during the period of such Force Majeure event.

7.3 Indemnification. Subject to the limitations set forth in Section 7.2, Sequence and Client (each an "Indemnifying Party") each agree to indemnify and defend the other Party, and such other Party's respective agents, employees, officers, directors, managers, shareholders and/or members (collectively, the "Indemnified Party"), and hold them harmless against any and all claims, costs, Losses, damages, actions or expenses, including attorneys' fees and legal expenses, joint or several, which the Indemnified Party may suffer which arise out of or are based upon the gross negligence, willful misconduct or fraud of an Indemnifying Party or any agent, employee, officer, director, manager, shareholder or member of an Indemnifying Party.

7.4 Insurance. Sequence shall secure and maintain at all times during the Term of this Agreement, at its sole expense, general and/or professional liability insurance with limits of not less than \$1,000,000 per occurrence with a reputable and financially viable insurance carrier. Upon request, Sequence shall provide Client with certificates evidencing such coverage. Sequence shall notify Client immediately of any material change in any insurance policy required to be maintained by Sequence hereunder.

8. **NOTICES**. Any notice required or permitted to be given by either Party to the other under this Agreement or any Order shall be in writing and shall be sent postage prepaid, by (i) certified mail, return receipt requested, or (ii) reputable national overnight mail provider (e.g FedEx, UPS, Airborne), to the other Party at the address set forth in the introductory paragraph of this Agreement or to such other address as a Party may designate by

written notice hereunder. The notice shall be effective on the earlier of the date indicated on the return receipt, the date delivered by the overnight mail provider, or the date on which acceptance of delivery was declined in writing.

## 9. MISCELLANEOUS PROVISIONS.

- 9.1 Independent Contractors. The relationship of the Parties established by this Agreement and any Order is that of independent contractors, and nothing contained in this Agreement or an Order should be construed to give either Party the power to (i) act as an agent, (ii) direct or control the day-to-day activities of, or (iii) bind or obligate the other. Financial and other obligations associated with each Party's business are the sole responsibility of that Party.
- 9.2 Governing Law; Jurisdiction; Venue. This Agreement and all Orders shall be construed and enforced in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law provisions. Sequence and Client, by their execution of this Agreement and any Order, (i) irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia for the purpose of any action, claim, cause of action, suit, inquiry, proceeding, or investigation arising out of or based upon this Agreement or relating to the subject matter of this Agreement or an Order, and (ii) waive, to the extent not prohibited by applicable law, and agree not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject personally to the jurisdiction of the above-named courts. Each Party agrees that service of process in any action or proceeding hereunder may be made upon it by certified mail, return receipt requested, to the address set forth in the introductory paragraph of this Agreement. Each of the Parties hereto agrees to commence any action, suit or proceeding relating hereto only in the state or federal courts of Fulton County, Georgia.
- 9.3 Subcontracting Services. Sequence may in its sole discretion contract with third party contractors and providers to provide the Services hereunder; provided that Sequence shall remain primarily responsible to Client for the performance of the Services hereunder.
- 9.4 Third Party Beneficiaries. The Parties agree that this Agreement and any Order is binding on them, and neither this Agreement nor any Order will be interpreted to benefit or create any rights of any third parties. The obligations of Sequence under this Agreement run only to Client and not to its Affiliates, its patients or any other persons.
- 9.5 Due Authorization. The persons executing this Agreement and any Order on behalf of the Parties hereto represent that they are duly authorized to execute and deliver this Agreement and any Order pursuant to their respective by-laws, operating agreement, resolution or other legally sufficient authority.
- 9.6 Modifications. No modification of this Agreement or any Order, and no waiver of any breach of this Agreement or any Order, shall be effective unless in writing and signed by both Parties to this Agreement or any Order.
- 9.7 Severability. All of the terms, provisions and conditions of this Agreement and any Order shall be deemed to be severable in nature. If for any reason any provision or term of this Agreement or any Order is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then to the extent that such provision or term is valid and enforceable, such court shall construe and interpret this Agreement or any Order to provide for maximum validity and enforceability, and all remaining provisions and terms shall remain in full force.

- 9.8 No Assignment. Neither Party may assign this Agreement or any Order or any portion of this Agreement or any Order without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement or any Order to the surviving entity in connection with the merger, consolidation or sale of all or substantially all of that Party's assets.
- 9.9 No Waiver. No delay in exercising or failure to exercise any right or remedy by any Party shall impair any such right or remedy or constitute a waiver of any such right, remedy, or default, breach, or violation of any term, condition, or provision of this Agreement or any Order or an acquiescence therein. Every right and remedy given by this Agreement, any Order or by law to a Party may be exercised from time to time and as often as deemed expedient by that Party.
- 9.10 Remedies Cumulative. No right or remedy conferred upon or reserved to a Party in this Agreement, an Order or any document or instrument delivered in accordance with this Agreement or Order is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under this Agreement, an Order or any document or instrument delivered in accordance with this Agreement or Order or now or hereafter existing at law or in equity or otherwise. The assertion or exercise of any right or remedy under this Agreement or an Order or otherwise shall not prevent the concurrent assertion or exercise of any other available right or remedy. No action or claim of any type relating to this Agreement or an Order may be brought or made by Client more than one year after Client first has knowledge of the basis for the action or claim.
- 9.11 Construction of Agreement; Entire Agreement. This Agreement and any Order shall be construed in its entirety according to its plain meaning and shall not be construed against the Party who provided or drafted it. This Agreement and any Order, which includes and incorporates the exhibits and schedules referred to in this Agreement and any Order, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, understandings, marketing materials, negotiations, and other written or oral communications between the Parties with respect to the subject matter of this Agreement and any Order.
- 9.12 Survival. The provisions of this Agreement that by their nature should survive any termination or expiration of this Agreement and any Order, including but not limited to Section 6, will survive the termination of this Agreement.
- 9.13 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (.pdf)), each of which shall be deemed an original but all of which together will constitute one and the same agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be signed and delivered by their duly authorized representative as of the Effective Date.

**SEQUENCE HEALTH, LLC****WELLSTAR HEALTH SYSTEM**

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Authorized Signature

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Authorized Signature

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Name

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Name

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Title

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Title

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Date

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Date



**EXHIBIT A****DEFINITIONS**

- 1.1 “**Affiliates**” means, with regard to each Party, any person or entity controlling, controlled by, or under common control with such Party. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities or otherwise.
- 1.2 “**Client Data**” means all patient data, demographics or other data owned by Client that is: (i) provided by Client, its patients or visitors to Sequence, (ii) entered by or on behalf of Client into an application, and/or retrieved by or on behalf of Sequence from Client’s data management systems to provide Services to Client, and/or (iii) captured or stored through the use of systems owned by Sequence, including, without limitation, PHI of Client’s patients.
- 1.3 “**Confidential Information**” means all business and technical documents, materials, data and/or information, in whatever form or format (including, without limitation, electronic media), obtained in the course of negotiating or performing this Agreement or any Order which originates with Disclosing Party and comes into the possession of Receiving Party, including without limitation, (a) the business systems and practices, know-how, information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, client lists, financial information, financial statements, materials, plans, proposals, pricing, forecasts, files, lists, statistics or other such information of Disclosing Party, (b) any lists, statistics, information and/or data relating to the applicants, clients or patients of Disclosing Party, (c) all PHI, (d) all systems, programs, processes, techniques, manners of business conduct and communication vehicles between customers and Sequence, (e) the applications (which are deemed Confidential Information of Sequence), (f) any other information which Disclosing Party designates, orally or in writing, as confidential or proprietary information or which Receiving Party has reason to know is confidential and proprietary information, a trade secret or required to be kept confidential under applicable privacy laws, and/or (g) any information that reflects or is based upon, in whole or in part, any Confidential Information. As between Sequence and Client, any Confidential Information of Sequence’s Affiliates or third party licensors or suppliers shall be deemed to be the Confidential Information of Sequence.
- 1.4 “**Disclosing Party**” means the Party that discloses to the other Party, its Confidential Information.
- 1.5 “**Fees**” means, collectively, any and all license fees, services fees, data storage fees or other fees or charges payable by Client to Sequence pursuant to an Order.
- 1.6 “**Infringement Claim**” means any judgment or finding, or any third party demand, assertion or claim, that any use of any application provided to Client by or on behalf of Sequence in connection with an Order infringes upon, misappropriates or otherwise violates any United States patent, copyright, trade secret, process or any other proprietary rights or Intellectual Property of any third party or parties.
- 1.7 “**Initial Order Term**” means the initial term as outlined in any Order.
- 1.8 “**Intellectual Property**” means any intellectual property or proprietary rights, including but not limited to any United States copyright rights, moral rights, marks, patent rights (including patent

applications and disclosures), know-how, inventions, rights of priority, and trade secret rights (including, without limitation, such intellectual property or proprietary rights as may be licensed to a Party and with respect to which such Party may have the right to grant sublicenses).

- 1.9 “**Legal Requirements**” means any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules and regulations (including without limitation, any laws and/or regulations in respect of the privacy of PHI), as amended, governing or affecting this Agreement, or the subject matter hereof, or any duty, act or responsibility to be performed by the applicable Party hereunder, or any matters or transactions, in whole or in part, contemplated by this Agreement.
- 1.10 “**Losses**” shall mean all losses, liabilities, damages and all costs and expenses relating to such losses, liabilities and damages (including without limit costs of investigation, litigation, settlement, judgment, expert’s fees, interest and reasonable attorney fees and expenses).
- 1.11 “**Order**” shall mean a written purchase order, addendum, separate agreement, or Statement of Work, together with this Agreement, either collectively or individually, executed by Sequence and Client.
- 1.12 “**Protected Health Information**” or “**PHI**” shall mean protected health information as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time (collectively, “**HIPAA**”).
- 1.13 “**Receiving Party**” means the Party that receives the Confidential Information of the Disclosing Party.
- 1.14 “**Services**” shall include, but not be limited to, all business, professional, software subscription, consulting, marketing, design, development, implementation, training, maintenance, support and other services to be provided to Client by or on behalf of Sequence or its Affiliates pursuant to an Order and/or that are subject to this Agreement.

**END OF EXHIBIT A**

**EXHIBIT B**

**SAMPLE ORDER / STATEMENT OF WORK**

**Client:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

<b>Summary</b>		<b>Initial below for acceptance</b>	
Initial	Description	Upfront Fees	Recurring Monthly Fees
	<b>Website</b> (10 pages)	\$8,000	\$400
	<b>Website</b> (20 pages)	\$12,000	\$400
	<b>Website</b> (30 pages)	\$15,000	\$400
	<b>Organic Search Engine Optimization</b>	\$2,500	\$1,500
	<b>Digital Marketing</b>	\$2,500	TBD
	<b>Sequence Software Platform</b> (10 licenses)	\$2,000	\$2,350
	Sequence EMR Integration	\$5,000	\$400
	<b>Online Seminar Subscription</b>	\$4,999	\$999
	Custom 3-minute Video Insert	\$5,300	\$200
	Custom 10-question Video FAQ segment	\$2,000	Incl
<b>TOTAL</b> (Based on Selection)		_____	_____

<b>TERMS AND CONDITIONS</b>	
This Order hereby incorporates the terms and conditions of the Master Services Agreement by and between Sequence Health, LLC and WellStar Health System, with an effective date of <b>MSA EFFECTIVE DATE</b>	
Initial Order Term	12 months
Upfront fees	100% due at contract signing
Monthly Fees	Due prior to service month once site goes live
Additional Maintenance and Support	Any additional support or maintenance beyond scope of work will be quoted as a separate project at a rate of \$180/hr

**SEQUENCE HEALTH, LLC****[CLIENT ENTITY NAME]**

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Authorized Signature

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Authorized Signature

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Name

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Name

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Title

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Title

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Date

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Date

**END OF EXHIBIT B**