

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") governs: (i) any statement of work ("SOW") signed by the customer identified in that SOW ("Customer") for the provisions of professional services ("Services"); or (ii) any Services performed by HealthcareSource HR, Inc. ("HealthcareSource") in which Customer has been invoiced and has remitted payment ("Ticket Services"). Each SOW, together with this Agreement or this Agreement alone for Ticket Services form the entire agreement that applies to the Services. If any conflict exists between any of these documents, this Agreement will govern, followed by the SOW.

1. SCOPE OF SERVICES

HealthcareSource will provide Customer, pursuant to the terms and conditions of this Agreement and in a workmanlike manner in accordance with industry standards, such Services as are described in one or more SOWs or as agreed to from time to time by the Parties. If any services, functions or responsibilities not specifically described in this Agreement or any Statement of Work are required for the proper performance and provision of the Services, they shall be deemed to be included within the scope of Services to the same extent as if specifically described in this Agreement or any such SOW.

2. PAYMENTS

Customer will pay HealthcareSource for Services performed in accordance with the applicable SOW, at rates and subject to the terms set forth on such SOW. If payment terms are not stated in the applicable SOW or if payment is for Ticket Services, HealthcareSource will invoice Customer in arrears for Services performed and Customer will pay HealthcareSource invoices upon receipt. Late payments will be subject to a 2% penalty per month, or the maximum amount permitted by law, whichever is lower. Only in the event that HealthcareSource has committed a material breach of this Agreement and has not cured such breach within thirty (30) days of receipt of notice of such breach will HealthcareSource refund to Customer pre-paid amounts for Services not rendered as of the effective date of such breach.

3. INTELLECTUAL PROPERTY RIGHTS

HealthcareSource will at all times retain exclusive ownership of all such standard and customized forms, reports, software, courses, modules, assessment questions, and all other proprietary information and materials in connection with the Services ("HealthcareSource IP"), and of all intellectual property rights related thereto, including but not limited to, trademarks, trade names, copyrights, enhancements, modifications, discoveries, designs, developments, improvements, processes, software code and programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein and the related rights to make derivative works thereof.

4. CUSTOMIZATION

In the event the Services involve the customization of any HealthcareSource IP or any other element of the HealthcareSource SaaS based solutions (such Services a "Customization"), by incorporating assessment questions, materials, modules, software, courses or other content or information provided by Customer to HealthcareSource ("Customized Materials") or by Customer directing HealthcareSource

to create custom reports, application forms or onboarding forms, the Customer: (a) shall provide only such Customized Materials as are owned or licensed by Customer; and (b) acknowledges and agrees that it is solely responsible for the Customized Materials or any Customization. By way of example, a Customization may include but is not limited to, modifying job postings, customizing onboarding forms, customizing standard reports, modifying self-identification forms to comply with certain federal, state and local laws and regulations, customizing interview guides or modifying any HealthcareSource IP.

5. CONFIDENTIALITY

5.1. Confidential Information. During the course of this Agreement, each Party ("Disclosing Party") may supply or may have already supplied to the other Party ("Receiving Party") with confidential or proprietary information owned by the Disclosing Party and/or its licensors, suppliers, members, or otherwise, including without limitation, patentable inventions for which no registration has yet been applied or received; business and commercialization plans; technical information, software; financial information; employee information, either Party supplier or licensor information; currently unpublished information and processes; cost and earnings information; project assignments; and the terms of this Agreement; (collectively, "Confidential Information"). Confidential Information does not include information (a) which was already in the possession of the Receiving Party prior to the commencement of the Services, (b) which was or which becomes publicly known through no fault of the Receiving Party, (c) which Receiving Party rightfully receives from third parties not otherwise bound by an obligation of confidentiality to the Disclosing Party, or (d) which is approved for use or release by written authorization from the Disclosing Party.

5.2. Obligations of Confidentiality. The Receiving Party will hold in strict confidence and refrain from publication, dissemination, or any other disclosure to third parties of any Confidential Information. The Receiving Party will use Confidential Information only as related to the performance of the Services under this Agreement. The Receiving Party will not make copies of Confidential Information of the Disclosing Party, except as reasonably required for the performance the Services or as specifically authorized to do so by the Disclosing Party.

5.3. Return of Confidential Information. Within fifteen (15) days following the expiration or termination of this Agreement, any attached Statement of Work, or at any time upon written request of the Disclosing Party, the Receiving Party will (a) return to the Disclosing Party all copies of Confidential Information disclosed to the Receiving Party, and (b) delete, erase and destroy all copies of Confidential Information located on the Receiving Party's computer drives and/or the Receiving Party's retained media, and at the request of the Disclosing Party will certify such deletion, erasure, and destruction of foregoing to the Disclosing Party.

5.4. Disclosure of Confidential Information. The Receiving Party recognizes that the disclosure or use of Confidential Information by the Receiving Party in violation of this Agreement would cause irreparable injury to the Disclosing Party; therefore, in the event that the Receiving Party breaches or threatens to breach the provisions of this Section 5 (Confidentiality), the Disclosing Party, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1. Subject to the limitations contained herein, HealthcareSource warrants that the Services will, in all material respects, conform to the requirements of the applicable SOW.

6.2. Customer's sole and exclusive remedy for HealthcareSource's breach of the above warranty shall be that HealthcareSource shall be required to use commercially reasonable efforts to modify the Services to achieve in all material respects the requirements of the applicable SOW and if HealthcareSource is unable to restore to such requirements, Customer shall be entitled to terminate this Agreement and receive a refund of the fees paid under the applicable SOW.

6.3. HealthcareSource shall have no obligation with respect to a warranty claim unless notified in writing of such claim within sixty (60) days of the first instance of any material functionality problem. 6.4. THE WARRANTIES STATED IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY HEALTHCARESOURCE. HEALTHCARESOURCE DOES NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF THE SERVICES RESULT IN THE NEED FOR REPLACING DATA, SOFTWARE OR HARDWARE, HEALTHCARESOURCE WILL NOT BE RESPONSIBLE FOR ANY COSTS IN CONNECTION WITH SUCH REPLACEMENTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. HEALTHCARESOURCE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

7. INDEMNIFICATION

Customer will defend, indemnify and hold harmless HealthcareSource, its officers, directors, employees and agents, from and against any third-party claims, actions or demands ("Claims"), alleging, arising or resulting from: (i) Customer's breach of this Agreement; (ii) any Customized Materials and any Customization services performed by HealthcareSource to the extent that such claims do not arise from HealthcareSource's gross negligence or willful misconduct; (iii) Customer's negligence or willful misconduct; or (iv) the performance of the Services by HealthcareSource to the extent that such Claims do not arise out of HealthcareSource's own gross negligence or willful misconduct.

8. TERM AND TERMINATION

8.1. Term. This Agreement is effective on either: (i) the date the first SOW is fully executed by Customer and HealthcareSource; or (ii) the commencement of any Ticket Services; and shall remain in effect until (x) the expiration of all incorporated SOW, (y) the completion of the Ticket Services or (z) termination in accordance with Section 8.2 of this Agreement (the "Term").

8.2. Termination.

(a) For Cause. This Agreement and all SOWs may be terminated by either Party if the other Party commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of a written notice of termination.

(b) Mutual Agreement. This Agreement and all SOWs may be terminated upon the mutual, written agreement of the Parties.

8.3. Effect of Termination. Upon expiration or termination of this Agreement or any SOW, all obligations of the Parties shall cease. Notwithstanding the foregoing, each Party will be liable any obligation incurred prior to the expiration or termination of this Agreement.

9. LIMITATION OF LIABILITY

HEALTHCARESOURCE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ATTORNEY'S FEES). THIS DISCLAIMER APPLIES WITHOUT LIMITATION REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE OR WERE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF HEALTHCARESOURCE FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE HIGHEST AMOUNT PAID BY CUSTOMER TO HEALTHCARESOURCE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

10. GENERAL

10.1. Relationship of Parties. HealthcareSource and Customer are not and will not be considered as joint venturers, partners or agents of each other and neither will have the power to bind or obligate the other except as set forth in this Agreement; and the Parties shall at all times be and remain independent contractors. Neither Party will act or represent itself, directly or by implication, as an agent of the other Party, except as expressly authorized herein or in writing by the other Party. Neither Party will create or attempt to create any obligation on behalf of or in the name of the other Party.

10.2. Assignment. Neither party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior authorized, written approval of the other party, except as expressly provided herein; provided that each party shall be entitled to assign this Agreement to its affiliates and to any purchaser of all or substantially all of its assets, provided that such party provides advance written notice of the assignment to the other party. Any prohibited assignment hereunder shall be deemed void.

10.3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in Boston, Massachusetts and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

10.4. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The Parties further agree to negotiate in good faith a substitute, valid and enforceable provision that most nearly affects the Parties' intent and to be bound by mutually agreed substitute provision.

10.5. No Waiver. None of the terms of this Agreement is deemed to be waived or modified except by a written document drawn expressly for such purpose and executed by the Party against whom enforcement of such waiver or modification is sought. Failure or delay of either Party hereto to enforce

any of its rights under this Agreement is not deemed a modification or a continuing waiver by such Party of any of its rights hereunder.

10.6. Survival. The following Sections will survive the expiration or termination of this Agreement: Sections 3 (Intellectual Property), 5 (Confidentiality), 7 (Indemnification), 8 (Term and Termination), 9 (Limitation of Liability) and 10 (General).

10.7. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) if to the Customer, that address which is listed on the applicable SOW, or if for Ticket Services, the address listed on the most recent invoice sent to Customer;

(b) if to the Healthcare Source:

HealthcareSource HR, Inc.
100 Sylvan Rd, Suite 100
Woburn, MA 01801
Attention: Legal Department

10.8. Force Majeure. Non-performance of either Party, except for the making of payments, shall be excused to the extent that performance is rendered impossible by acts of God, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers or any other reason when failure to perform is beyond the control of the non-performing Party.

10.9. Entire Agreement; Amendments. Except for any fully executed agreement between Customer and HealthcareSource for the subscription to HealthcareSource's SaaS services ("Customer Agreement"), this Agreement constitutes the entire agreement between Customer and HealthcareSource with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. To the extent that the terms of any Customer Agreement conflict with this Agreement, the terms in any such Customer Agreement shall govern. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.