

Modernizing Medicine, Inc. and Modernizing Medicine Gastroenterology, LLC

SOW Services

Project Management

Description & Scope: Modernizing Medicine, Inc. (“MMI”) and Modernizing Medicine Gastroenterology, LLC (“MMG,” collectively with MMI, “ModMed”), as applicable, shall provide the aggregate number of Project Management hours specified in the applicable Order Form, which shall be delivered by the assigned Project Management team. If Client requests any changes to the project scope, project assumptions, or project schedule (including postponing or rescheduling services), and these changes result in additional Project Management hours being incurred by the Project Management team, Client will be billed for the additional hours required to deliver the requests at the non-discounted hourly rate specified in the applicable Order Form for each additional Project Management hour.

Training Services

Description & Scope: ModMed shall provide the aggregate number of Training Services hours specified in the applicable Order Form, which shall be delivered by the assigned Training Services team. If Client requests any changes to the project scope, project assumptions, or project schedule (including postponing or rescheduling services), and these changes result in additional Training Services hours being incurred by the Training Services team, Client will be billed for the additional hours required to deliver the requests at the non-discounted hourly rate specified in the applicable Order Form for each additional Training Services hour.

Technology Services

Description & Scope: ModMed shall provide the aggregate number of Technology Services hours specified in the applicable Order Form, which shall be delivered by the assigned Technology Services team. If Client requests any changes to the project scope, project assumptions, or project schedule (including postponing or rescheduling services), and these changes result in additional Technology Services hours being incurred by the Technology Services team, Client will be billed for the additional hours required to deliver the requests at the non- discounted hourly rate specified in the applicable Order Form for each additional Technology Services hour.

Business Consulting

Description & Scope: ModMed shall provide the aggregate number of Business Consulting hours specified in the applicable Order Form, which shall be delivered by the assigned Business Consulting team. If Client requests any changes to the project scope, project assumptions, or project schedule (including postponing or rescheduling services), and these changes result in additional Business Consulting hours being incurred by the Business Consulting team, Client will be billed for the additional hours required to deliver the requests at the non- discounted hourly rate specified in the applicable Order Form for each additional Business Consulting hour.

Client [Project] Roles, Responsibilities & Assumption

Client Roles & Responsibilities:

This project’s timeline, pricing and delivered scope are predicated upon the assumptions set forth below. In the event that one or more of the assumptions are not fulfilled or delivered timely by the Client, a change request document increasing the number of hours required to complete the project or increasing the timeline of the project will be presented by ModMed to Client. ModMed will not proceed forward until such change request document is executed by Client.

Below is the preliminary list of assumptions covering the Client roles, duties, and obligations with respect to the project. These assumptions will be more fully defined at the transition to Client Success.

- Client is responsible for configuration of ModMed features in the Products and will allocate the necessary time to complete these tasks as assigned by the Project Management Team.
- Client will respond in a timely manner to ModMed’s inquiries related to the SOW Services and this project.
- Client will actively participate in scheduled project meetings, and provide accurate and timely information, and data and feedback as reasonably required by ModMed.
- With respect to the initial implementation of the Products, ModMed recommends that Client reduces its patient schedules by 50-75% during the week of go-live to facilitate change management, allow time for interaction and guidance from the ModMed Training Services team, and promote a positive patient experience. ModMed further recommends that schedules be increased by no more than 25% each week following the first week of go-live.
- Client will participate in all training events as recommended by the Project Management Team, including, but not limited to, completion of assigned digital coursework and attendance at scheduled virtual and onsite instructor-led training sessions.
- Client will assemble, as appropriate, the following project team to accomplish the following Client obligations:

Practice Administrator / Project Manager	<ul style="list-style-type: none"> • Responsible for the overall success of the implementation • Main point of contact, attends weekly status calls • Coordinates internal practice logistics & communications • Configures and customizes the software environment
Revenue Cycle Management Lead	<ul style="list-style-type: none"> • Responsible for credentialing and payer enrollment • Configures practice financials in the software environment • Selects Merchant Service Provider (if applicable)
Champion Users	<ul style="list-style-type: none"> • Knowledgeable point person(s) for aligned departments/staff • Acts as a facilitator, cheerleader & trusted advisor • Communicates progress, accomplishments & challenges to the project team • Identifies and implements workflow changes • Ensures proper utilization techniques and habits
Technical Lead / Technical Project Manager	<ul style="list-style-type: none"> • Main point of contact for conversions, interfaces and technical integrations • Coordinates connectivity and workflows with modmed® Pay or other merchant service provider • Responsible for obtaining data, testing and coordinating connectivity and workflows with modmed® Pay or other merchant service providers
Internal Tier 1 Support Team	<ul style="list-style-type: none"> • Flexible team of champion users who can provide additional training services for new employees or make-up sessions for existing employees • First line of defense for internal support services across all practices (potentially regionalized).
Clinical Standardization Lead (enterprise segment)	<ul style="list-style-type: none"> • Leads initiatives and decision committees to standardize clinical workflows across clinical implementations
Practice Management Standardization Lead (enterprise segment)	<ul style="list-style-type: none"> • Leads initiatives and decision committees to standardize clinical workflows across Practice Management implementations.

General

Rescheduling / Cancellation Fees:

If Client cancels or reschedules (i) planned remote SOW Services less than 48 hours before such services are scheduled to be delivered or (ii) planned onsite SOW Services less than 10 business days before such services are scheduled to be delivered, ModMed reserves the right to charge Client a rescheduling fee equal to the non-discounted hourly rate specified in the applicable Order Form for each canceled or rescheduled hour of remote SOW Services or Onsite SOW Services.

If a Client's decision to cancel or reschedule project tasks results in a delayed go-live, any fees owed to ModMed, including, without limitation, software subscription fees, will not be paused, delayed or waived and will continue to be due and payable pursuant to the Order Form.

Social Training Rescheduling/Cancellation Fees: In the event that (i) Client cancels or reschedules a registered ModMed Training Session for three (3) or more Social Training Seats, less than forty-eight (48) before such registered ModMed Training Session is scheduled to be delivered, or (ii) three (3) or more of Client's personnel for whom Client purchased Social Training Seats do not attend the registered ModMed Training Session (“No-Show”), ModMed reserves the right to charge Client a rescheduling fee of Fifty Dollars (\$50.00) for each cancelled, rescheduled, or No-Show ModMed Training Session.

Client acknowledges and agrees that if Client's decision to cancel, reschedule, or skip the registered ModMed Training Session results in a delayed go-live, any fees owed to ModMed, including, without limitation, software subscription fees, will not be paused, delayed or waived and will continue to be due and payable pursuant to the applicable Order Form.

Travel Expenses: The fees set forth in the Order Form do not include travel expenses, which are payable by Client in accordance with the Order Form Terms and Conditions. Travel hours are billable and included in the project scope.

Expiration: If any portion of the contracted hours are not provided by ModMed within (i) 6 months of Product Delivery Date with respect to Products not yet implemented or (ii) 6 months of the Contract Date with respect to Products already implemented, and such failure to provide such contracted hours is not primarily due to a failure by ModMed to perform its obligations under the applicable agreement between Client and ModMed (as determined by ModMed in its sole discretion), then ModMed shall have no further obligation to provide such hours and any unused hours shall expire and all Fees paid or payable by Client with respect to such hours shall be deemed fully earned by ModMed.

Social Training Expiration: Client can register for a ModMed Social Training Session up to six (6) months from the Contract Date.

Defined Terms: Capitalized terms used above that are not defined herein shall have the meaning ascribed to them in the Order Form or the Order Form Terms and Conditions, as applicable.