

MOONLIGHTORTHO PRIVATE CONTRACTOR PHYSICIAN SERVICES AGREEMENT

THIS PHYSICIAN SERVICES AGREEMENT (this “Agreement”), is entered into as of today’s date (the “Effective Date”) by and between MOONLIGHTORTHO, Inc., a Delaware corporation (“MoonlightOrtho”) and the physician digitally signing this contract, a physician duly licensed in the State listed on within the MoonlightOrtho Provider Registration page found at www.MoonlightOrtho.com (“Physician”).

RECITALS

A. MoonlightOrtho is a corporation formed for the purpose of facilitating provision of medical care and related advice via electronic media (the “Telehealth Services”) through physicians who are duly licensed to practice medicine in the applicable jurisdiction(s).

B. Physician desires to provide Telehealth Services via MoonlightOrtho’s web-based telemedicine platform (the “Platform”) as an independent contractor of MoonlightOrtho, and Physician desires to engage MoonlightOrtho to administer and manage certain non-medical aspects of the provision of the Telehealth Services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants of the parties set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MoonlightOrtho and Physician hereby agree as follows:

1. Physician Services

1.1 Telehealth Services. During the Term (as defined in Section 4.1 below), Physician shall provide the Telehealth Services via the Platform pursuant to the terms and subject to the conditions set forth in this Agreement and in accordance with the policies and procedures set forth in Schedule A, as the same may be amended from time to time.

1.2 Standards of Performance. Physician shall render the Telehealth Services in conformity with the applicable standard of care and in material compliance with all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction, and the execution of the Telehealth Services shall aim to serve the best interest of patients. Physician shall use the Platform to render Telehealth Services to only those patients residing in only those jurisdictions in which Physician is duly licensed to practice medicine.

1.3 Physician Responsibilities. All decisions and judgments relating to the practice of medicine shall be Physician’s sole responsibility. Nothing in this Agreement shall be interpreted to dictate, modify, or influence the Physician’s practice of medicine, or his/her delivery of direct patient care or independent judgment in the practice of medicine. Physician shall have complete control over the diagnosis and treatment of patients and MoonlightOrtho shall neither exercise nor attempt to exercise any supervision or control over the individual treatment of Physician’s patients. Physician must independently decide whether to utilize the Platform or any other telemedicine technology with respect to any patient.

1.4 Other Healthcare Professionals. Physician may employ other licensed healthcare professionals such as nurses and/or physician assistants (collectively, “Providers”) who may participate in

the Telehealth Services. Physician is responsible for ensuring that all Providers participating in the Telehealth Services shall: (i) have the licenses, credentials, and qualifications required by law to perform any of the tasks or duties that may from time to time be assigned to them; (ii) meet the applicable standard of care; and (iii) otherwise comply with the terms and conditions of this Agreement.

2. MoonlightOrtho Services

Directly or indirectly through its agents, MoonlightOrtho shall furnish the administrative and technical services necessary for Physician's provision of Telehealth Services, including, but not limited to: (i) operating, maintaining, developing, upgrading, or modifying the Platform and related technical services; (ii) hosting the MoonlightOrtho website located at www.MoonlightOrtho.com or such other web address determined by MoonlightOrtho from time to time (the "Site") so that the Platform is accessible by Physician and his or her patients; (iii) billing for Telehealth Services performed by Physician; and (iv) all other administrative services described in this Agreement (collectively, the "MoonlightOrtho Services").

3. Compensation (current fee structure)

3.1 MoonlightOrtho Software Service Fees. As set out at www.MoonlightOrtho.com, fees for Physician services performed through MoonlightOrtho may vary with the service. As financial compensation for utilization of the MoonlightOrtho Software Services, along with any self promoting/advertising/marketing directly or indirectly incurred, from the actual gross billed fees collected by MoonlightOrtho for Telehealth Services performed by Physician in any given month, MoonlightOrtho shall be entitled to retain as a Software Service fee twenty five percent (25%) of those actual gross billed charges.

3.2 Physician Compensation. In any given month, Physician may see as many patients as he/she chooses. After MoonlightOrtho subtracts software service fees, as defined in section 3.1, Physician shall be paid monthly all remaining sums from fees actually collected by MoonlightOrtho for Telehealth Services in the prior billing period (defined as the previous month – for example payment for May 1st – May 31st will be made on July 1st).

3.3 Billing and Collecting Fees. MoonlightOrtho shall bill for and collect all fees for Telehealth Services rendered by Physician or on Physician's behalf via the Platform. Physician shall, and shall require its Providers to, execute in a timely manner any document that MoonlightOrtho reasonably requests to accomplish the foregoing.

4. Term and Termination

4.1 Term. This Agreement shall have an initial term of one year beginning on the Effective Date (the "Initial Period"). The Agreement shall automatically renew for subsequent one-year periods after the expiration of the Initial Period and each subsequent one-year period (each a "Renewal Period"), unless earlier terminated pursuant to Section 4.2. The Initial Period and each Renewal Period, if any, are collectively referred to herein as the "Term."

4.2 Termination.

a. Termination Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other.

b. Termination for Cause. Either party may terminate this Agreement for cause if (i) the other party defaults in the performance of its obligations and has not cured such default within thirty (30) days of receipt of a default notice specifying the default and the intention to terminate; or (ii) (A) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (B) upon either party making an assignment for the benefit of creditors, or (C) upon either party's dissolution or ceasing to do business. MoonlightOrtho may also terminate for cause upon the occurrence of any event described in paragraph c. of this Section 4.2.

c. Automatic Suspension. This Agreement shall be immediately terminated in accordance with paragraph (b) of this Section 4.2, without further action by either party, upon the occurrence of any of the following events, each of which shall constitute a ground for termination for cause:

(i) Physician's license to practice medicine in any state is forfeited or restricted in any way;

(ii) Physician or a Provider pays a judgment or settlement in a professional negligence or malpractice claim arising from the performance of the Telehealth Services hereunder, provided, however, that the carrier's decision to settle malpractice litigation over Physician's objection shall not be cause for termination;

(iii) Physician becomes ineligible for continued malpractice insurance coverage through standard admitted carriers;

(iv) Physician or a Provider is convicted of or pleads guilty to any felony or misdemeanor related to the delivery of health care services;

(v) Physician or a Provider is found guilty of or pleads no contest to any crime involving moral turpitude;

(vi) Physician, in MoonlightOrtho's sole judgment, engages in negligent, reckless, or willful conduct that causes, or has the potential to cause, harm to a patient/resident or to MoonlightOrtho's reputation or business.

(vii) Physician's patient approval rating on the Site falls below twenty percent (20%) or, if evaluated on a scale of one to five (1-5), is given a rating of less than a two (2); or

(viii) Physician's disability. For purposes of this Section 4.2, "Physician's disability" means the inability of Physician to provide Telehealth Services by reason of Physician's illness or other physical or mental impairment or condition continuing for a period of sixty (60) calendar days or longer.

4.3 Physician Obligations Upon Termination. If this Agreement is terminated for any reason:

a. Physician shall promptly return to MoonlightOrtho all property and Confidential Information received from MoonlightOrtho;

b. Physician shall immediately cease using any passwords or other information provided by MoonlightOrtho to access to the Platform or any other system adopted or developed by MoonlightOrtho;

c. Neither party shall be released or discharged from any obligation, debt or liability that has previously accrued or been incurred and remains to be performed upon the date of termination or expiration; and

d. Any sums of money owing by one party to the other shall be paid immediately.

5. Affirmative Covenants

5.1 Covenants and Warranties of MoonlightOrtho.

a. MoonlightOrtho is and shall remain during the Term a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and possessing full power and authority to conduct the business in which it engages.

b. MoonlightOrtho has full power and authority to execute and deliver this Agreement, to engage in the transactions contemplated by this Agreement, and to perform its obligations under this Agreement. Upon its execution, this Agreement shall constitute a valid and binding obligation of MoonlightOrtho, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, or other similar laws affecting generally the rights of creditors and by principles of equity. The party executing this Agreement on behalf of MoonlightOrtho is duly authorized to do so.

c. The consummation of the transactions contemplated by this Agreement will not result in a breach of the terms, provisions, or conditions of or constitute a default under the Articles of Organization, Operating Agreement, or other enabling or governing instruments of MoonlightOrtho or any agreement to which MoonlightOrtho is a party or by which it is bound, or, to the best knowledge of MoonlightOrtho, constitute a violation of any applicable law or regulation.

5.2 Covenants and Warranties of Physician

a. Physician is and shall remain during the Term a physician duly licensed in the applicable jurisdiction(s), actively engaged in the practice of medicine, and possessing full power and authority to conduct the business in which he/she engages.

b. Physician has full power and authority to execute and deliver this Agreement, to engage in the transactions contemplated by this Agreement, and to perform his/her obligations under this Agreement. Upon its execution, this Agreement shall constitute a valid and binding obligation of Physician, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, or other similar laws affecting generally the rights of creditors and by principles of equity.

c. The consummation of the transactions contemplated by this Agreement will not result in a breach of the terms, provisions, or conditions of or constitute a default under any agreement to which Physician is a party or by which Physician is bound, or, to the best knowledge of Physician, constitute a violation of any applicable law or regulation.

d. Physician is not excluded from participating in Federally or state funded health care programs and is not facing the risk of loss, suspension, restriction, involuntary surrender, or revocation, in any jurisdiction, of registration to prescribe controlled substances.

e. Physician is not facing any currently pending professional liability or professional disciplinary actions.

f. To the best of his/her knowledge, no hospital where physician has privileges is taking or contemplates taking any action to limit, revoke, or otherwise adversely affect his/her privileges.

g. Physician has never been convicted of a felony or of any act involving dishonesty or moral turpitude. For purposes of this Agreement, "dishonesty or moral turpitude" shall mean any act or omission that implicates Physician's honesty or integrity and in particular shall include any crime involving fraud, deceit, or theft.

6. Restrictive Covenants

6.1 Covenant Regarding Confidential Information. In the course of the relationship created pursuant to this Agreement, Physician will have access to certain methods, trade secrets, processes, ideas, systems, procedures, inventions, discoveries, concepts, software in various stages of development, designs, drawings, specifications, models, data, documents, diagrams, flow charts, research, economic and financial analysis, developments, procedures, know-how, policy manuals, form contracts, marketing and other techniques, plans, materials, forms, copyrightable materials and trade information ("Confidential Information") regarding the operation of MoonlightOrtho and/or its affiliates (collectively, the "Protected Parties").

a. Physician shall maintain all such Confidential Information in strict secrecy and shall not divulge such information to any third parties, except as may be necessary for the discharge of Physician's obligations under this Agreement or as required by law. Physician shall take all necessary and proper precautions against disclosure of any Confidential Information to unauthorized persons by any of its officers, directors, employees or agents. The Protected Parties not party to this Agreement are hereby specifically made third party beneficiaries of this Section 6.1, with the power to enforce the provisions hereof. Upon termination of this Agreement for any reason, Physician and each of its Providers shall cease all use of any of the Confidential Information and, at the request of MoonlightOrtho, shall execute such documents as may be necessary to evidence Physician's and Providers' abandonment of any claim thereto.

b. The obligations of Physician under this Section 6.1 shall not apply to information that: (i) is a matter of public knowledge on or becomes a matter of public knowledge after the Effective Date of this Agreement, other than by a breach of the of this Section 6.1 or a breach of the confidentiality terms of any other agreement between Physician and MoonlightOrtho or its affiliates; or (ii) was lawfully obtained by Physician on a non-confidential basis other than in the course of performance under this Agreement and from some entity other than MoonlightOrtho or its affiliates or from some person other than one employed or engaged by MoonlightOrtho or its affiliates, which entity or person has no obligation of confidentiality to MoonlightOrtho or its affiliates.

6.2 Injunctive Relief. The parties recognize that, in the event Physician breaches the covenants contained in this Section 6, legal remedies will not suffice to make MoonlightOrtho whole. Moonlight Ortho will therefore be entitled to seek an injunction or other equitable relief preventing

Physician from rendering professional services in breach of the covenants contained in this Section 6. The remedies provided above are not exclusive, but are in addition to all other remedies, whether in law or in equity, MoonlightOrtho may have against Physician for breach of the covenants contained in this Section 6. Physician consents to the jurisdiction of the federal and state courts of the State of Missouri for any suit or other action brought by MoonlightOrtho based, in whole or in part, on a breach of the covenants contained in this Section 6 and waives any and all objections to venue.

7. Information and Records

7.1 Ownership of and Access to Business Records. At all times during and after the Term, all business records, including but not limited to business agreements, books of account, general administrative records and all information generated or created by MoonlightOrtho in connection with this Agreement, and other business information of any kind or nature, except for patient medical records, shall be and remain the sole property of MoonlightOrtho; provided that, after the termination of this Agreement for any reason, Physician shall be entitled to reasonable access to such records and information, including the right to obtain copies thereof at his/her cost, for any purpose related to patient care, the defense of any claim relating to patient care, or any legal proceeding involving Physician and/or its Providers.

a. Physician and MoonlightOrtho shall make available to authorized agents of the Secretary of Health and Human Services (or other governmental authority) this Agreement, any amendments to this Agreement, and any books, documents or records belonging to Physician or MoonlightOrtho or any related entity that may be necessary to verify the nature and extent of any payments made to Physician or to MoonlightOrtho under this Agreement. Any such access shall be in accordance with the written regulations established by the Secretary of Health and Human Services to the extent required by law. In the event that Physician or MoonlightOrtho is requested to disclose any books, documents, or records for the purpose of an audit or investigation of Telehealth Services provided pursuant to this Agreement, MoonlightOrtho or Physician shall promptly notify the other of the nature and scope of the request and shall make all books, documents, or records so disclosed available to the other party upon written request.

b. Each party shall be entitled, upon request and with reasonable advance notice, to obtain access to all records of the other party directly related to the performance of such party's obligations pursuant to this Agreement; provided, however, that such right shall not allow for access to records that must necessarily be kept confidential as determined by MoonlightOrtho in its sole discretion. Either party, at its expense, shall have the right to make copies of any records to which it has access pursuant to this Section.

7.2 Confidentiality of Records. Physician and MoonlightOrtho shall adopt procedures for maintaining the confidentiality of records relating to the operations of Physician and MoonlightOrtho, including but not limited to all statistical, financial and personnel data related to the operations of Physician or MoonlightOrtho, which information is not otherwise available to third parties publicly or by law, and shall comply with all applicable federal and state statutes and regulations relating to such records. Patient medical records and other privileged patient information shall not be disclosed or utilized by MoonlightOrtho or Physician or their agents or employees except as required or permitted by applicable laws and regulations.

7.3 Patient Medical Records. All patient medical records pertaining to the Telehealth Services are and shall remain the property of Physician, subject to all applicable rules of professional

ethics. MoonlightOrtho will obtain patient consents and patient authorizations necessary for MoonlightOrtho to receive patient health information at the time such patients register to become authorized users of MoonlightOrtho's telemedicine services.

7.4 HIPAA. The parties shall comply with all applicable requirements of HIPAA, as from time to time amended, and with all applicable laws of any applicable U.S. state relating to the privacy, security, and administration of patient health information. The parties acknowledge and agree that MoonlightOrtho is a "business associate" of Physician within the meaning of HIPAA. In accordance with the requirements of HIPAA, MoonlightOrtho agrees that it will:

a. Not use or disclose Protected Health Information (as such term is defined in 45 CFR §164.103) except as permitted or required by this Agreement or as required by law;

b. Use appropriate safeguards consistent with the requirements of the Security Rule with respect to Protected Health Information to prevent the use or disclosure of such information in a manner inconsistent with the provisions of this Agreement;

c. Report to Physician any use or disclosure of Protected Health Information not provided for by this Agreement of which MoonlightOrtho become aware;

d. In accordance with §§164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, as applicable, ensure that any subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of MoonlightOrtho agree to the same restrictions, conditions, and requirements that apply to MoonlightOrtho with respect to such information (as such requirement is interpreted or applicable in connection with or under HIPAA);

e. Make available to Physician Protected Health Information in furtherance of Physician's obligations under the Privacy Rule;

f. Make all internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations;

g. Without unreasonable delay and in no case later than ten (10) days after discovering a breach involving Confidential Information, MoonlightOrtho shall report such breach to Physician in writing, setting forth the date of discovery thereof, the identities of the affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Covered Entity; and

h. Comply with accounting obligations under 45 CFR § 164.528(a)(1).

8. Relationship of the Parties

8.1 Independent Contractor Status. In the performance of this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement. Nothing in this Agreement shall create, or be construed to create, any relationship between Physician and MoonlightOrtho other than that of an independent contractor. Subject to

Physician's compliance with the performance standards set forth in this Agreement, MoonlightOrtho does not control, nor attempt to control, nor is qualified to control the independent medical judgment of Physician. Physician shall be solely responsible at all times for the method, manner and/or means of performing the Telehealth Services under this Agreement. Neither Party will act or communicate in a manner that would lead a reasonable person to believe that it was the agent, servant, or employee of the other.

8.2 Other Activities. This Agreement permits Physician to, and contemplates that Physician will, conduct any and all other personal, business or professional activities that are not expressly limited or conditioned by this Agreement.

8.3 Costs of Performance. Each party shall be responsible for the payment of all costs and expenses necessary for the performance of such party's obligations under this Agreement. Neither party, nor any other person performing services on behalf of such party pursuant to this Agreement, shall have any right or claim against the other party for Social Security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind. Physician shall be responsible for acquiring, installing, configuring and maintaining all hardware, software and communications systems necessary to access the Platform and perform the Telehealth Services.

8.4 Payment of Taxes. As an independent contractor, Physician shall pay and be solely responsible for all of the following: unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns, form 941), and all other local, state or federal taxes Physician may be obligated to pay.

9. Limitation of Liability

Notwithstanding anything in this Agreement to the contrary, MoonlightOrtho's aggregate liability to Physician under this Agreement, whether arising in tort, contract, or otherwise, shall be limited to the aggregate amount of fees actually paid by Physician to MoonlightOrtho under this Agreement during the six (6) month period preceding the event first giving rise to the claim(s) upon which such liability is asserted.

10. Insurance

10.1 Professional Liability Insurance. During the term of this Agreement, Physician shall maintain professional and general liability insurance, providing Physician and its employees with indemnity coverage for any claim or liability arising directly or indirectly, in whole or in part, out of any act or omission of Physician or a Provider in the performance of the Telehealth Services, regardless of whether such claims or liabilities are first asserted after termination of this Agreement. Such insurance shall have limits of liability of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Physician shall provide MoonlightOrtho with certificates evidencing the coverage required hereunder upon receipt of a written request from MoonlightOrtho by Physician. Physician's insurance shall be primary, and any insurance maintained by MoonlightOrtho, if any, shall be excess and noncontributory. It is understood and agreed that, should a claim be brought against Physician for any act or omission arising from care the Physician does not provide through MoonlightOrtho, including without limitation in-person care of a patient previously seen through the services of MoonlightOrtho, Physician's coverage will be limited to that which he himself or she herself has purchased.

10.2 Coverage for Telemedicine. Physician shall ensure that all policies of insurance purchased or maintained or both pursuant to this Agreement shall provide coverage for claims or liabilities arising from the practice of telemedicine in each jurisdiction where he/she offers services. If any such policies contain exclusions for telemedicine, Physician shall be responsible, at Physician's sole cost and expense, for purchasing an endorsement or rider removing such exclusions or otherwise procuring coverage satisfying the terms of this Agreement, including without limitation those in Section 10.1.

10.3 Other Insurance. MoonlightOrtho may also, in its sole discretion, provide other insurance including, but not limited to, cyber insurance.

11. Indemnity

Subject to the provisions of Section 9, each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and its members, managers, representatives, successors, and permitted assigns, and each of them (collectively, the "Indemnified Parties"), from and against any or all claims, demands, losses, costs, expenses, obligations, liabilities, judgments, taxes, damages, recoveries, penalties, interests, and deficiencies of every nature (including, without limitation, the investigation and/or defense thereof, and reasonable attorneys', paralegals', and other professionals' fees and costs) arising out of or in connection with, the acts or omissions of the Indemnifying Party.

Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action or proceeding (each, an "Action") by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

12. Disclosure Obligations

12.1 Notification of Suit. Physician shall notify MoonlightOrtho not later than five (5) business days after Physician learns of any threatened or pending malpractice action involving Physician or a Provider. The notification shall be in writing, shall include a description of the action and its basis, and shall include copies of all documents in Physician's possession or under his/her control that relate to the action.

12.2 Insolvency. Physician shall notify MoonlightOrtho if Physician files a petition for bankruptcy, or has filed against him/her an involuntary petition in bankruptcy, or applies for or consents to the appointment of a receiver, custodian, trustee or liquidator, or makes a general assignment for the benefit of creditors.

13. Disclaimers

13.1 Disclaimer of Express Warranties. MOONLIGHTORTHO DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE REMEDIED IN A TIMELY MANNER. THE PLATFORM, THE SITE, AND ANY CONTENT OR INFORMATION CONTAINED THEREIN ARE PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NONINFRINGEMENT.

13.2 Disclaimer of Liability for Access/Connectivity Issues. Physician acknowledges that in connection with Physician’s performance of the Telehealth Services, electronic information and data will be sent over various facilities and communications lines, and information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, the “Carrier Lines”) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond MoonlightOrtho’s control. MoonlightOrtho assumes no liability for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or related in any way to any delay, failure, interruption, or interference with the transmission of data and/or information via the Carrier Lines.

14. License and Access

Subject to Physician’s compliance with the terms of this Agreement, during the Term, MoonlightOrtho grants to Physician a limited, non-exclusive, non-transferrable, non-sub-licensable license to access and use the Platform for purposes of performing the Telehealth Services contemplated by this Agreement and for no other purpose.

15. Miscellaneous

15.1 Assignment. Except as otherwise provided herein, Physician may not and shall not assign any rights or delegate any duties under this Agreement without MoonlightOrtho’s prior written consent. MoonlightOrtho shall be permitted to assign this Agreement without Physician’s prior written consent.

15.2 Binding Effect. Subject to the provisions hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and, where permitted, their respective successors and assigns.

15.3 Governing Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Delaware. Notwithstanding the foregoing, if any law or set of laws in the State of Delaware requires or otherwise dictates that the laws of another state or jurisdiction must be applied in any proceeding involving this Agreement, such Delaware law or set of laws shall be superseded by this Section and the remaining laws of the State of Delaware nonetheless shall be applied in such proceeding.

15.4 If any dispute, controversy or claim arises out of this Agreement, except those arising under Section 6, the Parties will first use their good faith efforts to resolve the dispute. If the matter cannot be resolved by the Parties in this fashion, then such dispute, claim or controversy shall be decided

in Joplin, Missouri by arbitration in accordance with the commercial rules of JAMS, and any judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be final and binding to the greatest extent permitted by law, and the cost thereof, including reasonable attorneys' fees, shall be borne by the losing Party or in such proportions as the arbitrator may decide. Judgment on the award may be entered in any court having jurisdiction thereof.

15.5 Modification. This Agreement shall not be modified or amended except by a writing signed by both parties.

15.6 Notices. All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or such other address as the party may designate in writing:

To MoonlightOrtho: 3524 Silverside Rd. #35B
Wilmington, DE 19810

15.7 Agreement to Perform Necessary Acts. Each of the parties hereto agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

15.8 Waiver. The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof) or the right of either party thereafter to enforce each and every provision of this Agreement.

15.9 Headings. The headings contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

15.10 Construction. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity of having their attorneys review this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any of its exhibits or amendments.

15.11 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

15.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral or judicial tribunal, court or other body of a competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.

15.13 Entire Agreement. This Agreement contains the entire understanding between Physician and MoonlightOrtho with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them.

IN WITNESS WHEREOF, the parties have executed this Physician Services Agreement effective as of the date first written above.

“MoonlightOrtho”

“Physician”

MOONLIGHTORTHO INC., a Delaware
corporation

By: (digital initials/signature will replace)

By:  _____
David Eisenhauer, D.O., Manager

SCHEDULE “A”

MOONLIGHTORTHO POLICIES AND PROCEDURES

In rendering the Services pursuant to the Agreement, Physician agrees to and shall be responsible for rendering the Services and performing such other duties in accordance with the policies and procedures described on this Schedule “A.” Capitalized words not defined herein shall have the meanings set forth in the Agreement.

- (1) Response Time. When a patient initiates a telemedicine encounter by recording a video and uploading it to the Site, Physician will use his or her best efforts to respond within 24 to 36 hours, which is the estimated response time indicated on the Site.
- (2) Direct Communication with Patients. After the initial visit, Physician is permitted to telephone any patient the Physician treats using the Site for purposes of rendering appropriate medical care, writing orders, or scheduling in-person, follow-up appointments, etc. Furthermore, Physician may assume care of any MoonlightOrtho patient beyond the telemedicine encounter at the Physician’s sole discretion. The MoonlightOrtho patient is the Physician’s patient, and the Physician assumes all duties and responsibilities as he or she would with any other patient seen and treated in person.
- (3) Promotional Materials. Physician shall be allowed to display at any location where Physician provides the Services, or has an office-based orthopedic practice, advertising and promotional materials, from time to time, approved by MoonlightOrtho, including any flyers, brochures, logos, or signs provided by the Physician. Physician agrees to cooperate with MoonlightOrtho regarding the placement of such advertising and promotional materials to ensure that such materials are appropriately displayed. Physician also agrees that any public-facing communications shall make clear that Physician is an independent contractor, and not the agent, servant, or employee of MoonlightOrtho.
- (4) MoonlightOrtho Practice Materials and Professional & Consistent Appearance. Physician agrees to use supplies and materials bearing the MoonlightOrtho name and/or logo as provided by MoonlightOrtho, in its sole discretion, from time to time. Furthermore, the Physician agrees to present a “professional appearance” when performing the Telemedicine Services. A professional appearance consists of professionally appropriate attire when engaged in Provider-patient videos (no “street clothes,” for example) and 2.) participating in the Provider-patient videos in a professional setting, such as a clinical office setting or a neat and tidy home office with an uncluttered background and no background noise.