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Header 2

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1902568

Procurement Type: Central Master Agreement

Vendor ID: VS0000052668

Legal Name: Survey Health, Inc.

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/10/2026

Response Time: 15:03

Responded By User ID: ktjxx0553

First Name: Katie

Last Name: Jackson

Email: katie@surveyhealth.ai

Phone: 8433238854

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BMS2600000002

Published Date: 6/10/26

Close Date: 6/30/26

Close Time: 13:30

Status: Closed

Solicitation Description: PDL/PPL/HCPADL/ SMAC SERVICES

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1902568
Solicitation Description: PDL/PPL/HCPADL/ SMAC SERVICES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-06-30 13:30	SR 0511 ESR06102600000008604	1

VENDOR
 VS0000052668
 Survey Health, Inc.

Solicitation Number: CRFQ 0511 BMS2600000002
Total Bid: 0
Response Date: 2026-06-10
Response Time: 15:03:15

Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

**Vendor
 Signature X**

FEIN#

DATE

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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PDL/PPL/HCPADL/ SMAC Startup Costs- Year 1				0.00

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: N/A, No charge for start up and implementation

Extended Description:

Lump Sum Cost for Initial Startup Costs
2 Month Startup.
Service Period: 11/1/2026-12/31/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual Not To Exceed Costs - Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:

Annual Not To Exceed Costs-Year 1 (10 Months)
Service Period: 01/01/2027-10/31/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Additional Services Hourly Rate - Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:

Additional Services (all inclusive hourly rate) X 100 (Estimated) (See Section 4.1.26)-I Year One (1) Hourly Rate (10 months).
Service Period: 01/01/2027-10/31/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Optional Services (HCPADL) Not to Exceed Costs - Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: N/A

Extended Description:

Optional Services (HCPADL - High-Cost Physician Administered Drug List) Not To Exceed Costs-Year 1 (10 Months)
 Service Period: 01/01/2027-10/31/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Annual Not To Exceed Costs - Optional Renewal Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:

Annual Not To Exceed Costs-Year 2 (Optional Renewal Year 1) (12 Months)
 Service Period: 11/01/2027-10/31/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Additional Services Hourly Rate - Optional Renewal Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:

Additional Services Year 2 (Optional Renewal Year 1) (all inclusive hourly rate) X 100 (Estimated) (See Section 4.1.26).
 Service Period: 11/01/2027-10/31/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Optional Services (HCPADL) - Not to Exceed Costs -OR Year 1				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: N/A

Extended Description:

Optional Services (HCPADL - High-Cost Physician Administered Drug List) Not To Exceed Costs-Year 2 (Optional Renewal Year 1)(10 Months)
 Service Period: 11/01/2027-10/31/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Annual Not To Exceed Costs - Optional Renewal Year 2				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:
 Annual Not To Exceed Costs-Year 3 (Optional Renewal Year 2) (12 Months)
 Service Period: 11/01/2028-10/31/29

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Additional Services Hourly Rate - Optional Renewal Year 2				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:
 Additional Services Year 3 (Optional Renewal Year 2) (all inclusive hourly rate) X 100 (Estimated) (See Section 4.1.26).
 Service Period: 11/01/2028-10/31/2029

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Optional Services (HCPADL) Not To Exceed Costs - OR Year 2				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: N/A

Extended Description:
 Optional Services (HCPADL - High-Cost Physician Administered Drug List) Not To Exceed Costs - Year 3 (Optional Renewal Year 2) (10 Months)
 Service Period: 11/1/2028-10/31/2029

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Annual Not To Exceed Costs - Optional Renewal Year 3				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:
 Annual Not To Exceed Costs-Year 4 (Optional Renewal Year 3) (12 Months)
 Service Period: 11/01/2029-10/31/2030

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Additional Services Hourly Rate - Optional Renewal Year 3				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Survey Health offers flexible, scalable pricing designed to meet the needs of rural hospitals, health systems, FQHCs, RHCs, and independent physician practices. Pricing is customized based on organization size, patient population, and selected care management programs. Survey's model is designed to align with value-based care and reimbursable care management initiatives, helping organizations improve patient outcomes while supporting financial sustainability. Implementation, training, and ongoing support are tailored to each organization's needs to ensure a successful partnership.

Extended Description:

Additional Services Year 4 (Optional Renewal Year 3) (all inclusive hourly rate) X 100 (Estimated) (See Section 4.1.26).
Service Period: 11/01/2029-10/31/2030

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Optional Services HCPADL) Not To Exceed Costs - OR Year 3				

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: N/A

Extended Description:

Optional Services (HCPADL - High-Cost Physician Administered Drug List)
Not To Exceed Costs-Year 4 (Optional Renewal 3) (10 Months)
Service Period: 11/01/2029-10/31/2030

SAAS AGREEMENT

This SAAS Agreement (the “**Agreement**”) is made and entered into on [REDACTED], (the “**Effective Date**”), by and between _____, a company incorporated under the laws of _____, with its offices at _____ (“**Customer**”) and **Survey Health Inc.**, a company incorporated under the laws of the State of Delaware, with its offices at 1515 S Capital of Texas Hwy, Austin, TX, 78746 (the “**Company**”).

WHEREAS, the Company is the provider of an AI-driven patient engagement platform that manages populations outside the hospital via SMS and phone outreach, and made available on a software-as-a-service basis (the “**Survey Health Solution**”); and

WHEREAS, Customer desires to purchase subscriptions to the Survey Health Solution and related services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1. “Active Patients” means Customer’s patients that are not deceased and have had an active treatment during the preceding twelve (12) months.

1.2. “Affiliate” means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, as of the Effective Date or subsequently during the Term, but only so long as such control exists. As used herein, “control” means ownership of more than 50% of the voting securities of such entity or the ability to direct managerial decisions or board decisions of such entity.

1.3. “Authorized Users” means Customer’s employees and authorized agents and service providers, in each case who have a valid ID and password and are permitted to access and use the Survey Health Solution on behalf of Customer in accordance with this Agreement.

1.4. “Customer Data” means any and all information and data made available by Customer to the Company, including through data integration, or manually added by Authorized Users to the Survey Health Solution.

1.5. “Documentation” means the Company’s standard end-user documentation for the Survey Health Solution, as generally made available to its customers.

1.6. “Fees” has the meaning set forth in Section 6.1.

1.7. “Order Schedule” means an order placed by Customer to the Company for the purchase of subscriptions to the Survey Health Solution and provision of Support Services and Professional Services.

1.8. “Professional Services” means any consulting, implementation, training, integration or other professional services regarding the Survey Health Solution, as may be offered by the Company from time to time, that are provided to Customer pursuant to an Order Schedule.

1.9. “Services” means, collectively, the Survey Health Solution, Support Services and Professional Services.

1.10. “Subscription Start Date” has the meaning set forth in Section 5.2.

1.11. “Subscription Term” has the meaning set forth in Section 5.2.

1.12. “Support Services” means the technical support services offered by the Company, as set forth in the Company’s Support Policy attached as Annex A.

2.SCOPE

2.1. General. This Agreement serves as the framework under which the Company and Customer may enter, from time to time, into separate Order Schedules, substantially in the form set forth in Annex B for the purchase of subscriptions to the Survey Health Solution and provision of Support Services and Professional Services. Each Order Schedule will, when executed by the Company and Customer, form part of this Agreement and be subject to the terms and conditions set forth in this Agreement.

2.2. Conflict. To the extent a conflict arises between the terms of an Order Schedule and the terms of this Agreement, the terms of this Agreement will govern, except to the extent, if any, otherwise expressly set forth in the Order Schedule. By entering into this Agreement (including each Order Schedule hereunder), Customer waives all terms and conditions contained in its purchase orders, order acknowledgement forms, invoices or other documents that are different from or additional to the terms and conditions set forth in this Agreement (including each Order Schedule hereunder), and all such different or additional terms and conditions will have no legal effect between the parties.

2.3. Customer Affiliates. Subject in each case to the Company's approval, the benefits and the rights granted to Customer under this Agreement may be extended by Customer to its Affiliates; provided that Customer and each Affiliate will be jointly and severally responsible and liable for the actions and omissions of the Affiliate (including, without limitation, any payment obligation). Without limiting the foregoing, the Company reserves the right to refuse to execute an Order Schedule with any Affiliate of Customer, in the Company's reasonable discretion, including based on the Affiliate's creditworthiness or financial capabilities.

2.4. Subcontracting. The Company may subcontract the performance of its obligation under this Agreement to its Affiliates and subcontractors. The subcontracting by the Company of any of its obligations under this Agreement to any Affiliate or subcontractor will not relieve the Company from any obligation or liability under this Agreement, and the Company will remain liable for all acts and omissions of any such Affiliate or subcontractor.

2.5. Exclusive Provider. During the Term of this Agreement, Customer agrees to use Company as its exclusive provider of the Remote Patient Monitoring ("RPM") for available service lines, Advanced Primary Care Management ("APCM"), and related patient engagement services described herein. Customer shall not engage any third party to provide substantially similar services during the Term without Company's prior written consent.

3.USE OF THE SURVEY HEALTH SOLUTION

3.1. Grant of Rights. Subject to Customer's compliance with the terms and conditions of this Agreement, including, without limitation, the timely payment of all Fees set forth in the applicable Order Schedule, the Company grants to Customer, during the applicable Subscription Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to permit its Authorized Users to access and use the Survey Health Solution for the benefit of Customer and its Active Patients in accordance with the Documentation and subject to the restrictions set forth in this Agreement.

3.2. Restrictions. Customer shall not, and shall not cause or allow its Authorized Users or any third party to: (i) decompile, disassemble or reverse-engineer the Survey Health Solution, or otherwise attempt to derive the source code, algorithms or technology included in the Survey Health Solution; (ii) remove or alter any copyright, trademark, logo or any other product identification or proprietary rights notices included in the Survey Health Solution or any Documentation, or fail to preserve all copyright and other proprietary notices in all copies of the Documentation made by Customer; (iii) license, sublicense, sell, resell, lease, lend, use for timesharing or service bureau purposes, or otherwise make available for access by third parties, the Survey Health Solution, except to the extent expressly permitted in this Agreement; (iv) copy, modify, adapt, tamper with, frame, or create derivative works of, the Survey Health

Solution or the Documentation; or (v) access or use the Survey Health Solution as part of any effort to develop software or service having any functional attributes, visual expressions or other features similar to those of the Survey Health Solution or otherwise in order to build a competitive product or service; (vi) except with the Company's prior written permission, publish any performance or benchmark tests or analysis relating to the Survey Health Solution; (vii) attempt to circumvent, disable or otherwise interfere with security-related or access-related features of the Survey Health Solution; (viii) represent that it possesses any proprietary interest in the Survey Health Solution; or (ix) directly or indirectly, take any action to contest the Company's intellectual property rights in the Survey Health Solution or infringe them in any way.

3.3. No Implied Rights. No rights or licenses are granted by the Company to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

3.4. Changes to the Survey Health Solution. The Company may, from time to time, at its sole discretion, update and/or change the Survey Health Solution, including its layout and design, the availability of the content and functions included therein, or the form, features or nature of the Survey Health Solution. The Company will provide Customer with reasonable prior notice (including by email) of any material changes to the Survey Health Solution.

4.SERVICES

4.1. Support Services. Subject to the terms of this Agreement, during the applicable Subscription Term, the Company will provide Customer the Support Services for the Survey Health Solution. Upon Customer's request, the Company may provide additional training, support and other Professional Services, in accordance with the pricing and other terms and conditions as will be set out in an Order Schedule. Customer acknowledges that the successful and timely provision of the Support Services and/or any other Professional Services requires the Customer's compliance and adherence to the requirements included in this Agreement, the Documentation, or applicable Order Schedule, as well as its good faith cooperation, including by making available such personnel and information as may be reasonably requested by the Company. The Company will not be liable for any failure to provide the Support Services or any Professional Services that arises from Customer's failure to cooperate with the Company as set forth above. Customer acknowledges and agrees that the service levels included in Annex A are performance targets only and any failure of the Company to meet any service level will not result in any breach of this Agreement or any payment or liability of the Company to Customer.

4.2. Primary Contact. Customer will designate an employee who will be responsible for all matters relating to this Agreement, Customer's use of the Survey Health Solution and receipt of Support Services ("**Primary Contact**"). Customer may change the individual designated as Primary Contact at any time by providing written notice to the Company.

4.3. Updates. Customer acknowledges that the Company may, from time to time, develop and implement into the Survey Health Solution error corrections, bug fixes, enhancements, upgrades, updates, improvements, modifications, extensions and other changes ("**Updates**"). Updates implemented into the Survey Health Solution will be deemed part of the Survey Health Solution.

4.4. APIs. Customer acknowledges and agrees that the Survey Health Solution operates on or with application programming interfaces (APIs) and/or other services operated or provided by third parties ("**Third Party Services**"). The Company is not responsible for the operation of any Third Party Services nor the availability or operation of the Survey Health Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. The Company does not make any representations or warranties with respect to Third Party Services

or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

4.5. Electronic Health Record Data Provision. Upon mutual agreement of the parties and as reasonably necessary for the provision of the Services, Customer shall extract relevant patient data from its Electronic Health Record ("EHR") systems and securely provide such data to Company for purposes including, without limitation, billing support, data exchange, analytics, documentation, care coordination, and population health management. Customer represents and warrants that it has obtained all necessary rights, authorizations, and patient consents required under applicable law to provide such data to Company in connection with the Services.

4.6. Customer Staffing and Operational Support. Customer shall provide and maintain sufficient qualified clinical and administrative personnel as reasonably necessary to support the implementation and ongoing operation of the Services, including coordination of patient communications, clinical review of escalations, billing activities, and compliance with applicable CMS and/or health insurance payor program requirements. Customer acknowledges that Company does not provide medical services and that all clinical decision-making and patient care responsibilities remain solely with Customer and its licensed providers.

5. TERM AND TERMINATION

5.1. Term of Agreement. This Agreement will come into force on the Effective Date and, unless terminated earlier as set forth in this Section, will continue in effect for so long as there are outstanding Order Schedules under this Agreement (the "**Term**").

5.2. Subscription Term (Order Schedule). Each Order Schedule will become effective upon the execution of such Order Schedule and will continue in effect until expiration of the respective Subscription Term. The initial subscription term under an Order Schedule will commence upon the 'Subscription Start Date' set forth in the Order Schedule (the "**Subscription Start Date**") and continue for the 'Initial Subscription Term' set forth in the Order Schedule ("**Initial Subscription Term**"). Thereafter, unless otherwise set forth in the Order Schedule, the Order Schedule and Initial Subscription Term will automatically renew for subsequent periods of the same duration as the Initial Subscription Term (each, a "**Renewal Subscription Term**," and collectively with the Initial Subscription Term, the "**Subscription Term**"), unless either party provides the other party with written notice of its intent not to renew such Order Schedule at least ninety (90) days prior to the end of the Initial Subscription Term or the then-current Renewal Subscription Term.

5.3. Termination. Each party will have the right to terminate this Agreement if: (i) the other party has materially breached any term of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party (or immediately if the breach is not capable of being cured); or (ii) the other party is adjudicated bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or becomes the subject of any petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that are not dismissed within thirty (30) days.

5.4. Effect of Termination. Upon termination or expiration of this Agreement, Customer shall immediately cease to access and use the Survey Health Solution, and the Company shall return all PHI in its possession or under its control, or maintain it as required by HIPAA, all in accordance with the BAA provisions. For the avoidance of doubt, termination of this Agreement by the Company pursuant to this Section will not entitle Customer to any refund of Fees, and any Fees payable under outstanding Order Schedules (until the end of the applicable Initial Subscription Term or then-current Renewal Subscription Term) and not yet paid will become due within 90 days.

5.5. Survival. All sections of this Agreement which by their nature should survive termination will survive termination or expiration of this Agreement for any reason whatsoever, including, without limitation, accrued rights to payment, Proprietary Rights (Section 7), Confidentiality (Section 8), Warranties and Disclaimer (Section 9), Indemnification (Section 10), Limitation of Liability (Section 11), Legal and Regulatory Compliance (Section 12) and Governing Law; Jurisdiction (Section 13.1).

6. CONSIDERATION AND TAXES

6.1. Fees. In consideration for the Services, the Customer shall pay the Company (or its authorized reseller) the fees specified in the applicable Order Schedule (the “Fees”). Unless otherwise set forth in the applicable Order Schedule, the price list and the payment schedule included in Annex B shall apply to all Order Schedules placed by Customer.

6.1A CMS and/or Health Insurance Payor Reimbursement Adjustment. The Fees set forth in the applicable Order Schedule and Schedule 1 are based upon underlying CMS and/or health insurance payor reimbursement assumptions. In the event that actual reimbursement received by Customer for any applicable CMS and/or health insurance payor billing code differs from the reimbursement amount underlying the listed Fee, the applicable Fee shall automatically increase or decrease in a corresponding manner so that the economic arrangement intended by the parties remains consistent notwithstanding such reimbursement variation.

6.2. Billing. Unless otherwise set forth in the applicable Order Schedule, billing for the subscription fees will be on a monthly recurring basis in advance, during the Subscription Term, as further detailed in the Order Schedule. Fees for Professional Services will be invoiced monthly, or as otherwise set forth in an Order Schedule.

6.3. Payment Terms. Notwithstanding the foregoing, and unless an Order Schedule specifies different payment terms, Customer shall pay all Fees of the applicable invoice issued by the Company in connection with the applicable Order Schedule within thirty (30) days of Customer’s receipt of CMS and/or health insurance payor reimbursement for the applicable services rendered under this Agreement via wire transfer or ACH in USD. Customer shall provide Company, within fifteen (15) days of each claim submission to CMS and/or health insurance payor, with reasonable proof of such submission, including the applicable RPM and/or APCM codes submitted. In the event of any CMS and/or health insurance payor claim rejection, denial, or delay, Customer shall promptly notify Company in writing and provide documentation of such rejection, denial, or delay, including any reason(s) provided by CMS and/or health insurance payor. If Customer does not receive CMS and/or health insurance payor reimbursement for any services within ninety (90) days of the applicable invoice date, and subject to Section 13.4 (Force Majeure), Customer’s payment obligation shall become due and payable regardless of reimbursement status. Non-payment, denial of payment and/or delayed payment by CMS or an insurance payor qualifies as Force Majeure. Except to the extent expressly specified otherwise, all Fees payable under this Agreement are non-cancellable and non-refundable.

6.4. Taxes. The Fees payable under this Agreement as shall be stated in Order Schedules are net amounts, exclusive of any sales, value added and other similar taxes. Customer shall exclusively bear all national, state, or local excise, sales, use, withholding, value-added, or other taxes or duties (except for taxes based on the Company’s net income) arising out of this Agreement or use of the Services.

6.5. Non-Payment and Suspension. In addition to any other rights granted to the Company under this Agreement, the Company reserves the right to suspend or terminate this Agreement, any related Order Schedules, and Customer’s access to the Services, with prior written notice to Customer and a chance to cure, if Customer does not provide payment on time and such failure remains uncured for a period of thirty (30) days. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance,

or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection. Customer will continue to be charged for Fees during any period of Services suspension due to Customer's delinquency. Customer agrees that the Company may charge such unpaid Fees to Customer's credit card or via ACH payment, or otherwise bill Customer for such unpaid Consideration.

6.6. Payment Disputes. If Customer believes that the Company has billed Customer incorrectly, Customer must contact the Company no later than thirty (30) days after receipt of the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit (should the Company determine that Customer was in fact billed incorrectly).

6.7. Audit. At reasonable times and upon reasonable prior notice, the Company may audit the relevant books and records of Customer to ensure compliance with the terms of this Agreement. The Company will bear all costs of audits unless an audit shows material non-compliance by Customer, in which case Customer will bear all reasonable expenses incurred by the Company to perform the audit. Customer will immediately rectify non-compliance discovered in the audit to the full satisfaction of the Company.

6.8. Quarterly Reimbursement Review. The parties agree to evaluate CMS and/or health insurance payor reimbursement performance and billing outcomes on a quarterly basis during the Term in good faith to assess reimbursement levels and any necessary adjustments consistent with Section 6.1A.

7. PROPRIETARY RIGHTS

7.1. Survey Health Solution. The Company owns and will retain all right, title and interest, including all intellectual property rights in and to: (a) the Survey Health Solution and all Updates thereto, including all underlying software, algorithms and technology; (b) the Documentation, including any revisions, corrections, modifications, translations, enhancements and updates thereof, and (c) any software, applications, inventions or other technology or materials developed in connection with the performance of Support Services or Professional Services.

7.2. Customer Data. Customer owns and will retain all right, title and interest in and to the Customer Data. Customer hereby grants the Company a worldwide, non-exclusive, royalty-free, fully paid-up license, during the Term, to use any Customer Data uploaded or submitted to the Survey Health Solution or otherwise provided to the Company, in any manner reasonably necessary to perform the Services. Customer represents and warrants that Customer owns all right, title and interest in and to the Customer Data and/or has a license (and any applicable consents required by law) granting it the rights and authority necessary to permit it to grant the foregoing license to the Company. The Company may copy, aggregate, de-identify, process and create derivative works of Customer Data for the Company's internal use for the purpose of deriving anonymous statistical and usage data, and data related to the functionality of the Survey Health Solution, and combine or incorporate such Customer Data with or into other data and information available, derived or obtained from other clients, licensees, users and other sources for the Company's business purposes.

7.3. Feedback. The Company will be free to use any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the Services or other Company offerings ("**Feedback**") without any restrictions and without any obligation or compensation to Customer. Any Feedback is provided on an as-is basis and Customer will have no liability of any kind with respect to any Feedback.

7.4. Usage Data. The Survey Health Solution may, from time to time, automatically report to Company's servers certain information related to usage of the Survey Health Solution and related licensed materials ("**Usage Data**"). Usage Data may be used by Company solely for the purpose of providing and improving the Services and fulfilling its obligations under this Agreement and for no other purpose.

8. CONFIDENTIALITY

8.1. Confidential Information. Each party (“**Recipient**”) acknowledges that the other party (“**Discloser**”) has disclosed or may disclose business, technical, financial or other confidential or proprietary information relating to its technology or business (“**Confidential Information**”). Without limitation, Confidential Information of the Company includes non-public information regarding features, functionality and performance of the Survey Health Solution, and Confidential Information of Customer includes Customer Data.

8.2. Confidentiality Obligations. Recipient will: (a) hold in strict confidence all Confidential Information of Discloser, and to use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like importance (and in no event with less than reasonable care); (b) not use Confidential Information of Discloser except as necessary to perform or use the Services or as otherwise permitted in this Agreement; and (c) not disclose any Confidential Information to any third-party without the prior written consent of Discloser, other than to those employees or service providers of Recipient who have a need-to-know such information for purposes of this Agreement. Recipient’s obligations hereunder with respect to each item of Confidential Information will expire 7 years from the date of receipt by Recipient or such longer period if trade secret protection applies (for so long as the Confidential Information constitutes a trade secret).

8.3. Exceptions. The confidentiality obligations hereunder shall not apply to any information that Recipient can document (a) is already or becomes in the public domain through no fault of Recipient or a breach of this Agreement; (b) was, as between the Parties to this Agreement, lawfully in Recipient’s possession prior to receipt from Discloser, as evidenced by the Receiving Party’s contemporaneous written records; (c) is received by Recipient independently from a third party free to lawfully disclose such information to Recipient, as evidenced by the Receiving Party’s contemporaneous written records; or (d) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information; (e) is required to be disclosed by law or by the order of a court or by an administrative body, provided however that to the extent legally permissible, the Recipient notifies the Discloser of such required disclosure promptly and in writing and cooperates with the Discloser, at the Discloser’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.4. Return of Confidential Information. Recipient further agrees to return to Discloser or destroy, at Discloser’s option, all Confidential Information (and any tangible materials incorporating Confidential Information) upon the termination of this Agreement or at any time upon Discloser’s written request. However, Recipient may retain one copy of the Confidential Information in order to comply with mandatorily applicable law and to observe its obligations under this Agreement. Additionally, the Recipient’s backups of computer records maintained as part of the Recipient’s reasonable IT policy shall not be required to be deleted provided that in all cases involving such retention or non-destruction of Confidential Information, such records or copies shall be subject to the confidentiality obligations herein for as long as they are retained.

8.5. Equitable Relief. Recipient acknowledges and recognizes that Discloser would suffer irreparable harm if Recipient violates its confidentiality obligations under this Agreement and that damages may not be a suitable remedy for such a violation. Accordingly, in addition to all other remedies to which Discloser may be entitled, it may also seek injunctive relief and any other form of equitable relief in any applicable jurisdiction.

8.6. Publicity. The Company may use Customer’s name and logo in its customer lists which may be posted on the Company’s website or other marketing materials, provided that such postings will at all times comply with any trademark usage guidelines provided by Customer to the Company and will promptly be removed following Customer’s reasonable request to do so. Further, with the prior written approval of Customer (which Customer will consider in good faith), the Company may issue a press release

or other public announcement describing its relationship with Customer, including descriptions of Customer's use of the Survey Health Solution or the impact it has had on Customer. Except as set forth above, neither party may use the name or logo of the other party in any media release, public announcement or similar disclosure unless such use was approved in writing (including via e-mail) by the other party prior thereto.

9.WARRANTIES AND DISCLAIMER

9.1. General. Each party represents and warrants that (a) this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement, and (b) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation. Customer further represents and warrants that the person entering into this Agreement on behalf of Customer has the legal authority to bind Customer.

9.2. Services. The Company warrants that during the applicable Subscription Term, the Survey Health Solution will conform in all material respects to the Documentation. The Company's sole liability and Customer's exclusive remedy for any breach of this warranty shall be to use reasonable commercial efforts to remedy any such non-conformance in accordance with the service levels set forth in Annex A. The Company further warrants that it will perform the Support Services and any Professional Services in a professional and workmanlike manner. The foregoing warranty will not apply if the non-conformance was caused by (a) use of the Survey Health Solution other than in accordance with this Agreement, (b) modifications to the Survey Health Solution by Customer or any third-party, or (c) third-party hardware, software, or services used in connection with the Survey Health Solution.

9.3. Disclaimer. The Company does not make any warranty that the Survey Health Solution will be uninterrupted or error free, that all errors will be corrected or that it shall meet the Customer's requirements; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this Section 9, the Services are provided "as is" and the Company hereby disclaims all warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and non-infringement.

10.INDEMNIFICATION

10.1. Indemnification by the Company. The Company will (a) defend Customer against third party claims alleging that (i) the Survey Health Solution infringes any U.S. patent or any copyright or misappropriate any trade secret, or (ii) the Company has breached its data privacy obligations under this Agreement or the BAA; and (b) pay all damages, expenses and costs (including, reasonable attorneys' fees) awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement entered into by the Company.

10.2. Indemnification by Customer. Customer shall be solely responsible and liable for the Customer Data submitted or made available to the Company or uploaded or submitted to or through the Survey Health Solution, or for any use of the output data. Customer will (a) defend the Company, its officers, directors and employees, from any third party claims based upon or resulting from: (i) the submission, processing, display and/or use of any Customer Data; (ii) the fraudulent, illegal, or otherwise prohibited use of the Survey Health Solution by Customer or Authorized Users; (iii) Customer's breach of applicable laws or regulations and/or violation of third party rights; and/or (iv) any use of the results of the Survey Health Solution; and (b) pay all damages, expenses and costs (including, reasonable attorneys' fees) awarded against the Company by a court of competent jurisdiction or agreed to in a written settlement agreement entered into by Customer.

10.3. Process. Each party's obligation to indemnify the other party is conditioned on the party seeking indemnification: (a) promptly notifying the indemnifying party in writing of any claim, suit or

proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (b) allowing the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim that requires the indemnified party to admit fault without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed), and (c) giving the indemnifying party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed. The indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in the defense of the claim and any appeal arising therefrom.

10.4. Exclusions. The Company's obligations set forth in this Section 10 shall not apply to the extent the claim of infringement arises as a result of: (a) any products, services, technology, materials or data not created, provided or made available by the Company (including, without limitation, any Customer Data); (b) modifications to the Survey Health Solution made by any person or entity except the Company or anyone on its behalf, if the claim would not have arisen but for such modification; (c) the use of the Survey Health Solution not in compliance with the Documentation or this Agreement or in a manner for which it was not intended, if the claim would not have arisen but for such use; and/or (d) combination, utilization or integration of the Survey Health Solution with Customer's or with third parties' equipment, network, platform, products and/or applications, where the Survey Health Solution, standing alone, would not have infringed third party's rights.

10.5. Mitigation. If Customer's use of the Survey Health Solution (or any part thereof) is, or in the Company's opinion is likely to be, enjoined as a result of infringement or misappropriation of any third party intellectual property right, the Company will, at the Company's option and expense, and at no cost or expense to Customer, either: (a) procure for Customer the right to continue to use the Survey Health Solution under the terms of this Agreement; or (b) replace or modify the Survey Health Solution so that it becomes non-infringing and substantially equivalent in function, or (c) if neither of the foregoing is commercially practicable in the Company's judgment, terminate this Agreement and provide Customer a refund of any fees prepaid to the Company and not used for the remainder of the applicable Subscription Term. This Section 10 states the Company's sole liability, and Customer's exclusive remedy, with respect to any claim of intellectual property infringement.

11.LIMITATION OF LIABILITY

In no event will the Company, or its officers, employees, agents or suppliers, be liable for any indirect, incidental, special, punitive or consequential damages, injuries (including death) and/or damages for loss of profits, revenues, loss of data or use, whether in an action in contract or tort or otherwise or for any matter beyond the Company's reasonable control. To the maximum extent permitted by applicable law, other than as set forth below, the Company's aggregate liability related to this Agreement, including, for avoidance of doubt, as related to the Survey Health Solution, Support Services and Professional Services, whether in an action in contract, tort or otherwise, and whether to Customer or otherwise (including, without derogating from the generality of the foregoing, to the Customer's officers, employees and shareholders) will in no event exceed the amount actually paid to the Company by Customer under the applicable Order Schedule in the 12-month period immediately prior to the event giving rise to the liability ("General Cap"). Notwithstanding the foregoing, the Company's aggregate liability for any claim pursuant to section 10 and/or section 12 shall be limited to 3 times the General Cap. The parties have agreed that these limitations will apply even if any limited remedy specified in this Agreement fails of its essential purpose and even if the Company has been advised of the possibility of such damages.

12. LEGAL AND REGULATORY COMPLIANCE

12.1. HIPAA. Customer will be solely responsible for ensuring that the Customer's use of the Survey Health Solution, including, without limitation, Customer's provision of Customer Data to the Company or through the Survey Health Solution, complies with all applicable laws, including, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any and all privacy laws, rules, and regulations. To the extent that Customer Data contains PHI, the Parties shall execute a business associate agreement ("BAA"). Further, Customer is solely responsible for all activity occurring in and through the Survey Health Solution by the Customer and its Authorized Users and for each of the Authorized User's compliance with all terms and conditions of this Agreement.

12.2. TCPA. Customer undertakes to comply with all applicable laws, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), as amended, and any related regulations, and to maintain appropriate policies and procedures to ensure compliance with the TCPA. Without derogating from the foregoing, Customer undertakes to obtain all required consents and adhere to any and all restrictions as set forth under the TCPA related to automated calls, texts, and prerecorded messages.

12.3. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority ("Export Laws") to ensure that neither the Survey Health Solution, nor any direct product thereof are: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws.

12.4. Good Standing. At all times during the Term of this Agreement, each party shall maintain good standing under applicable law and shall conduct itself in a professional manner consistent with high standards of ethical business conduct in the community served.

12.5. Credentialing and Quality Standards. Customer shall comply with all credentialing, quality, and efficiency criteria as may be adopted from time to time by applicable state authorities, federal authorities, or governmental agencies overseeing RPM, APCM, or related care management programs.

12.6. Professional Liability Insurance. During the Term of this Agreement, Customer shall maintain professional liability insurance coverage in accordance with all applicable state laws and industry standards.

12.7. Disclosure of Claims. Customer shall promptly notify Company in writing of any malpractice claim, investigation, disciplinary action, or regulatory proceeding involving Customer that could reasonably be expected to impact the performance of Services under this Agreement.

12.8. Regulatory Information Authorization. Each party authorizes the other, to the extent permitted by applicable law, to obtain information from regulatory agencies, hospital peer review bodies, or governmental authorities as reasonably necessary to ensure compliance with applicable laws and the performance of obligations under this Agreement.

12.9. 24-Hour Emergency Contact Availability. Customer shall maintain a dedicated telephone number or other continuously monitored communication channel that is available twenty-four (24) hours per day, seven (7) days per week, for emergency patient communications. Customer shall ensure that such emergency contact information is accurate, current, and appropriately staffed or monitored at all times during the Term. Company shall not be responsible for responding to emergency medical situations and shall direct patients to contact Customer's designated emergency contact number or appropriate emergency services as necessary.

12.10. Audit and Regulatory Cooperation. Customer shall cooperate fully and in good faith with (i) any audit conducted by Company pursuant to this Agreement, (ii) any audit, inquiry, or investigation conducted by any federal, state, or commercial payor, regulatory authority, or governmental agency relating

to the Services, RPM, APCM, or related billing activities, and (iii) any audit, inquiry, or investigation directed toward Company that reasonably requires Customer's cooperation. Such cooperation shall include timely provision of documentation, records, billing information, certifications, and access to personnel reasonably necessary to respond to such audit or investigation. Customer shall retain all records relating to Services and related billing in accordance with applicable law.

13.MISCELLANEOUS

13.1. Governing Law; Jurisdiction.

13.1.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts of Delaware with respect to any dispute or matter arising out of, or connected with, this Agreement.

13.1.2. Each party hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury with respect to any litigation based upon or arising out of, under or in connection with this agreement.

13.1.3. In any litigation or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs, and expenses incurred in connection with such litigation or proceeding.

13.2. Relationship of the Parties. The parties hereto are and intend to remain independent contractors. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between Customer and the Company or authorizes Customer to act on behalf of the Company.

13.3. Assignment. Neither party may otherwise assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void. Notwithstanding the foregoing, the Company may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or business to which this Agreement relates.

13.4. Force Majeure. Neither party will be liable to the other party due to any delay or failure in provision of Services or any other non-performance under this Agreement caused by circumstances beyond the reasonable control of such party, including, without limitation, fire, floods, earthquakes and other acts of nature, acts of civil or military authority, epidemics and pandemics, lockdowns, quarantine restrictions, government shutdowns, or other government-ordered restraints, regulation or required approvals of government bodies, strikes, riots, sabotage, or denial of service attack ("**Force Majeure**"). In the event a party's performance is affected by a Force Majeure event, such party will, as soon as practically possible, give written notice to the other party specifying the Force Majeure event and use commercially reasonable efforts to resume performance of its obligations. If a Force Majeure event continues for a period of ninety (90) days or more, the non-delayed party may terminate this Agreement upon thirty (30) days' written notice to the affected party.

13.5. Entire Agreement. This Agreement contains and sets forth the entire agreement and understanding between the parties with respect to the subject matter contained herein, and such supersedes all prior discussions, agreements, representations and understandings in this regard.

13.6. Amendments and Waivers. This Agreement may be changed, amended or otherwise modified only by means of a written instrument, executed by both parties. The terms of this Agreement may be waived only by a written document executed by the party entitled to the benefits of such terms. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent. No failure or delay by a party hereto in

exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party.

13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from this Agreement and the remainder of this Agreement will be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

13.8. Notices. All notices given pursuant to this Agreement must be in writing and will be deemed to have been duly given when: hand delivered, sent by email (with written confirmation of receipt), or when received by the addressee (with written confirmation of receipt) in each case to the appropriate address set forth below or in the applicable Order Schedule (or to such other address or e-mail address as a party may designate by notice from time to time).

If to the Company, to:

Survey Health Inc.
1515 S Capital of Texas Hwy, Austin, TX, 78746
Attention: Ashok Roy, CEO
Email: ashokroymd@surveyhealth.ai

If to Customer, to:

[address]
Attention: [signatory]
Email: [email]

13.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to this Agreement by facsimile shall be effective to the same.

13.10. Non-Disparagement. During the Term of this Agreement and thereafter, the parties agree to maintain a professional relationship and shall not make or publish any statement that disparages the other party, its officers, employees, services, or reputation. This provision shall not prohibit truthful statements required by law or regulatory authorities. This is a material provision of this Agreement.

[Signatures to follow]

IN WITNESS WHEREOF the parties have signed this Agreement as of the date hereinabove set forth.

Customer: [customer]

Survey Health Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Ashok Roy
Title: CEO
Date: _____

Annex A

Support Policy

This Support Policy (the “**Support Policy**”) describes and sets forth the terms and conditions of the technical support services to be provided by the Company to Customer pursuant to the SaaS Agreement between the Company and Customer (the “**Agreement**”), to which this Support Policy is attached.

The Company will maintain and support the Survey Health Solution to ensure solid and reliable connectivity and access by Customer and its Authorized Users and that the Survey Health Solution performs and operates in accordance with the specifications as set forth in the Agreement or in the Documentation in the respective Order Schedule.

1. Definitions.

Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them in the Agreement.

Each of the following terms shall have in this Support Policy the meaning set forth below:

- 1.1. “**Business Day**” means any weekday other than a public holiday in the United States.
- 1.2. “**Coverage Period**” means a period of time that commences on the date of which Customer will have access to Survey Health Solution in accordance with the Agreement and until termination or expiration of the Agreement for any reason.
- 1.3. “**Support Services**” means the user and technical support for the Survey Health Solution to be provided by the Company to the Customer under this Support Policy during the Coverage Period.
- 1.4. “**Total Minutes**” means the total number of minutes in a calendar month;
- 1.5. “**Downtime**” means total minutes of downtime during a calendar month which is not Excluded Downtime (as defined below).

2. Services.

- 2.1. General. During the Coverage Period, the Company shall provide Customer with the Support Services in accordance with the terms and conditions of the Agreement and this Support Policy, in order to ensure that the Survey Health Solution operates properly in accordance with the Agreement, the Documentation and the applicable Order Schedule.
- 2.2. Coverage. The Support Services shall be provided only with respect to the Survey Health Solution and will cover the following:
 - Assisting with setting up and logging into the Survey Health Solution.
 - Answering a reasonable number of questions and inquiries regarding the operation of the Survey Health Solution (but in any way not in a scope which might be considered training).
 - Diagnosing problems where the Survey Health Solution does not work as intended and suggesting workarounds or methods of correcting such problems.
- 2.3. Level of Support. The Company shall provide the Support Services based on the severity level of the problem:
 - “**Severity Level 3**” – Issues which are not defined as Severity Level 2 or Severity Level 1, including general inquiries.

“**Severity Level 2**” – Issues where the Survey Health Solution is operational, but Customer experiences significant degradation in functionality of the Survey Health Solution.

“**Severity Level 1**” – Issues where the Survey Health Solution is not operational, therefore the Customer experiences complete or critical loss of significant operation of the Survey Health Solution.

- 2.4. Response Time. The Company will make commercially reasonable efforts in order to provide at least initial response to all technical support inquiries within 1 Business Day and will use commercially reasonable efforts to resolve any technical issues within the following time frames:

Severity Level 3 – within 5 Business Days

Severity Level 2 – within 3 Business Days

Severity Level 1 – reasonable continuous efforts to work on the problem until service is restored

Notwithstanding the estimated response times above, the Company does not guarantee that problems will be resolved in any specific timeframe. It will, however, make reasonable efforts to satisfactorily resolve each incident as soon as practicable.

- 2.5. A problem is considered resolved when:

- The Survey Health Solution conforms substantially to its specifications; or
- Customer has been advised on how to correct or bypass the error; or
- Only with respect to Severity Level 3 - Customer has been informed that the correction to the error will be available through a future Company Solution upgrade; or
- It has been discovered that the problem falls outside the scope of the Support Services, and the Customer has been notified accordingly.

If at any point in time, the Company becomes aware or determines that a problem is not due to the Survey Health Solution or the Services, it will so notify Customer and will not be obligated to provide additional support for the resolution of such problem.

To maintain the initial response time for Severity Level 1 problems, the problems must be reported by email to the Company’s support email: support@surveyhealth.ai.

The Company will determine, in good faith, the severity of each reported problem.

3. Availability Level.

- 3.1. The Company will provide 99.95% availability (“**Uptime**”) over one-month periods. Uptime will be calculated on a monthly basis using the following formula: $[(\text{Total Minutes} - \text{Downtime}) / \text{Total Minutes}] * 100 > 99.95\%$.

4. **Consideration**. It is hereby agreed and clarified that the Support Services shall be provided only subject to the payment of the Fees by Customer in accordance with the terms of the Agreement.

5. Exclusions.

“**Excluded Downtime**” means:

- 5.1. Scheduled and emergency downtime for maintenance for which the Company provides Customer, to the extent reasonably possible, with at least five (5) days’ prior notice for any maintenance impacting usability of the Survey Health Solution and as soon as practicable for non-impacting maintenance (provided that emergency maintenance may not be accompanied by prior notice, rather only post-maintenance notice describing the event necessitating the maintenance).

5.2. Any unavailability caused by circumstances beyond the Company's reasonable control, including, for example:

- unavailability attributed to Customer such as content quality input issues, feed sources, internet connection, or any other matter that does not allow the Company to adequately serve the requested content or receive the necessary information from Customer needed to resolve an issue;
- unavailability attributed to a Force Majeure event;
- unavailability attributed to any other third-party service provider;

The Company shall not be required to provide the Support Services and shall not be responsible in accordance with this Support Policy in the event of problems arising from Customer's internet connection and/or any failures in Customer's hardware.

6. Contact Information.

All communication, questions and support requests should be forwarded to:

- Email: support@surveyhealth.ai

Any phone contacts requiring further communication or assistance might be transferred to e-mail communication for tracking purposes and to ensure service level.

Annex B

ORDER SCHEDULE

All Order Schedules shall include the following information and be submitted in the form set forth below:

Order Schedule No. [1]

This Order Schedule No. [1] is a legal agreement between Survey Health Inc. (the “**Company**”) and [customer] (“**Customer**”), as of [date] (“**Execution Date**”). This Order Schedule hereby incorporates and is governed by the terms and conditions of the SaaS Agreement (“**Agreement**”) entered into by the Company and on behalf of Customer on [date]. Except as specifically indicated herein, in the event of any conflict between the express terms of this Order Schedule and those incorporated herein from the Agreement, those from the Agreement shall prevail and control. This Order Schedule describes the Company’s Services offerings to be made available by the Company to Customer as of the Effective Date and sets forth the fees applicable thereto. All fees and payments shall be in US dollars. In consideration of Customer’s payment of the corresponding fees as set forth below, Customer’s services set forth in the table below shall commence on the Execution Date and extend for the Subscription Term.

Order Details	
Subscription Start Date:	[date]
Subscription Term:	An initial Subscription Term of one (1) year following the Subscription Start Date.
Services and Fees:	<input checked="" type="checkbox"/> Company Platform (Required) <ul style="list-style-type: none">● For patient interaction and population health management.● Includes use of both SMS and AI-calling channels. <input type="checkbox"/> APCM Only <input type="checkbox"/> RPM Only <input checked="" type="checkbox"/> APCM and RPM Programs <ul style="list-style-type: none">● Customers may elect to participate in Provider’s Remote Patient Monitoring (RPM) and/or Advanced Primary Care Management (APCM) programs as further detailed in Schedule 1.● Monthly fees as provided in Schedule 1.
Payment:	All Fees shall be paid via wire transfer or ACH in USD within thirty (30) days of Customer’s receipt of CMS reimbursement for services rendered under this Agreement. Customer shall provide Company with proof of claim submission to CMS, including the applicable RPM (Remote Patient Monitoring) and/or APCM (Advanced Primary Care Management) codes submitted, within fifteen (15) days of such submission. In the event of any claim rejections, denials, or delays by CMS, Customer shall promptly notify Company in writing and provide documentation of such rejection, denial, or delay, including the reason(s) provided by CMS. If Customer does not receive CMS reimbursement for any services within one ninety (90) days of the applicable invoice date, subject to Section 13.4 of the Agreement (Force Majeure), payment shall become due regardless of reimbursement status. Non-payment, denial of payment and/or delayed payment by CMS or an insurance payor qualifies as Force Majeure.

Billing Contact Information			
Company Contact Name:	Ashok Roy	Customer Contact Name:	[name]
Company Contact Email:	ashokroymd@surveyhealth.ai	Customer Contact Email:	[email]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Order Schedule on behalf of the applicable party as of the Order Schedule Effective Date.

CUSTOMER:

[customer name]

COMPANY:

Survey Health Inc.

By: _____
Name: [signatory name & title]

By: _____
Ashok Roy
CEO

Schedule 1

Pricing, Codes, and Scope of Services

Overview

This Schedule sets forth all Fees, applicable CMS and/or health insurance payor billing codes, and the scope of services provided by the Company under the RPM and APCM programs. All Fees are per patient per month (“PMPM”) unless otherwise specified. Because CMS and/or health insurance payor reimbursement amounts may vary by state, MAC, payer, or regulatory update, the Fees listed in this Schedule are subject to automatic adjustment. For each CMS and/or health insurance payor code billed by Customer, if the actual reimbursement received differs from the reimbursement amount underlying the listed Fee, the Fee shall increase or decrease in a corresponding manner so that the economic arrangement intended by the Parties remains consistent notwithstanding such reimbursement variations.

The customer will not be charged at any time for services not billed for by the customer.

APCM Fees based on CMS and/or Health Insurance Payor Codes Submitted by Client

- G0556– Patients with 0-1 chronic conditions: \$7.50
- G0557– Patients with 2+ chronic conditions: \$27.50
- G0558– Patients with 2+ chronic conditions + Qualified Medicare Beneficiary: \$55

RPM Fees based on CMS and/or Health Insurance Payor Codes Submitted by Client

- 99453 – Enrollment and initial setup (one-time charge): \$9.75 per member
- 99445 – 2-15 days of RPM data transmission: \$21.50 PMPM
- 99454 – 16+ days of RPM data transmission: \$21.50 PMPM
- 99470 – First 10-19 minutes of RPM care management: \$13.00 PMPM
- 99457 – First 20-39 minutes of RPM care management: \$23.75 PMPM
- 99458 – Each additional 20 minutes beyond initial 20 minutes: \$19.25 per unit PMPM

APCM & RPM Scope of Services

APCM Scope

- Patient enrollment and onboarding
- Proactive outreach and adherence monitoring
- Medication adherence tracking and documentation
- Quality tracking and documentation
- Documentation for billing

RPM Scope

- Patient enrollment and onboarding
- Support for patients with chronic conditions
- Patient follow-up and outreach
- Monitoring of vitals (pulse, respiratory rate, blood pressure, etc.)
- Escalation protocols
- Coordination with providers
- Documentation for billing and care coordination

Implementation Requirements

- Provider shall provide the technology Platform, patient engagement, and operational resources for the full patient lifecycle.

Annex C

Authorization for Voice, Messaging, Caller ID Registration, and Communications Services

To Whom It May Concern:

This letter confirms that [REDACTED] (“Client”) hereby authorizes **Survey Health Inc.** (“Authorized Agent”) to act on its behalf in connection with the procurement, registration, configuration, and management of telecommunications and application-to-person (A2P) messaging services through one or more third-party communications service providers (including but not limited to voice, messaging, and related carrier services).

Client expressly authorizes Survey Health Inc. to:

- Purchase, provision, configure, and manage local, toll-free, and other telephone numbers for Client’s use
- Register and manage Caller ID (CNAM), branded calling, Rich Call Data (RCD), and other business identity display services
- Register and manage SHAKEN/STIR attestation and voice authentication services
- Register and manage A2P 10DLC campaigns, messaging profiles, and other carrier-required business registrations
- Create and manage business verification profiles and secondary business profiles as required by communications platforms or downstream carriers
- Submit compliance documentation, EIN/TIN verification, business formation documents, attestations, and related materials on Client’s behalf
- Configure and manage inbound and outbound voice and messaging services, including call routing, number masking, traffic management, and administrative oversight

Client affirms that:

1. It is a duly organized and validly existing legal entity.
2. It has full legal authority to authorize the use of its name, trade name, branding, and business identity for caller identification, branded calling, and messaging registration purposes.
3. Survey Health Inc. is authorized to originate calls and messages on Client’s behalf in connection with healthcare-related communications.
4. Communications conducted under this authorization will comply with applicable federal and state laws and carrier requirements, including but not limited to TCPA and HIPAA.

This authorization applies to any communications platform account, master account, subaccount, or carrier relationship used by Survey Health Inc. in connection with services provided to Client.

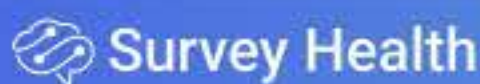
This authorization shall remain in effect unless revoked in writing by an authorized representative of the Client.

Sincerely,

[REDACTED]
EIN/TIN: [REDACTED]
Business Type (Sole Proprietorship / Partnership / Corporation / LLC): [REDACTED]

By: _____
Name: [REDACTED]
Title: [REDACTED]
Date: _____

Sustainable \$30-60 PMPM Revenue at No Cost!



AI Care Concierge for Population Health, RPM & APCM

- ✔ Improve compliance
- ✔ Reduce healthcare utilization
- ✔ Unlock new revenue



Good morning, Just checking in—last week, you mentioned your recovery felt slower than expected. **How are you feeling today?**

Feeling better

Still feels slow



3 Simple Steps to Transform Care

1. Intelligent Data Collection

- 🔍 Patient-specific questions
- 📱 Device-free vitals via face scan
- 🗣️ Voice-based mental health assessment

2. Comprehensive Data Ingestion

- Claims + ADT + EHR Data Ingestion

3. Actionable Recommendations

- Clinical Next-Best-Action for Care Team

Proven Impact

Chronic Disease Management

↓ **18%** Reduction in COPD/HF Hospitalizations

Transitional Care Management

↓ **26%** 30-day Readmissions from 18% to 13.4%

Medication Adherence

↑ **47%** Faster Medication Pickup from 3.2 to 1.7 days

Sustainable Revenue & Clinical Impact in 3 Months

Month 0



Implementation Complete

Turnkey setup with your existing systems

Month 1



Engage Patients

Collect comprehensive health data

Month 2



Earn New Revenue

Est. \$30-60 PMPM via RPM + APCM

Reduce Workload

Efficiently outreach on Quality & Med Adherence

Month 3



Improve Outcomes

- Readmissions ↓
- COPD/HF Utilization ↓
- Hypertension Mgmt ↑
- VBC Performance ↑
- Quality Gap Closure ↑

Why Choose Survey Health?



No Extra Staffing

Supports your existing team



No Upfront Cost

Pay for itself through revenue



Turnkey Implementation

Ready to deploy immediately



100K+ Patients

Proven at scale



Reduce Workload

Automated quality outreach



Better Outcomes

Measurable health improvements + increased VBC performance



Scan the QR code to visit the website and get in touch

www.surveyhealth.ai

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