

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of 2021-07-06, between Ironclad Legal Technologies Inc. ("Vendor") and Orion Healthcare Systems LLC ("Client").

Section 1. Services

Vendor shall provide services as described in statements of work ("SOW") executed by the parties from time to time. Each SOW shall be incorporated herein by reference.

Section 2. Payment Terms

Client shall pay Vendor's invoices within 30 days of receipt. Invoices not paid within 30 days shall accrue interest at 1.5% per month.

Section 3. Limitation of Liability

Section 3.1. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED \$1,100,000. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Section 4. Term and Termination

This Agreement commences on 2021-07-06 and continues for one year, renewing automatically unless either party provides 60 days' written notice of non-renewal. Either party may terminate for cause upon 30 days' written notice if the other party materially breaches this Agreement and fails to cure within such period.

Section 6. Governing Law

This Agreement shall be governed by the laws of the State of Georgia.

Ironclad Legal Technologies Inc.

By: _____

Orion Healthcare Systems LLC

By: _____