

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of 2020-03-22, between Meridian Insurance Group Inc. ("Vendor") and Quantum Analytics Inc. ("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 60 days of receipt. Invoices not paid within 60 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 \$450,000. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Section 4. Term and Termination

This Agreement commences on 2020-03-22 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 5. HIPAA Compliance and Business Associate Obligations

To the extent Vendor receives, maintains, transmits, or otherwise processes Protected Health Information (PHI), Vendor agrees to: (a) not use or disclose PHI other than as permitted by this Agreement; (b) implement appropriate administrative, physical, and technical safeguards; (c) report any breach of unsecured PHI without unreasonable delay. The Parties shall execute a Business Associate Agreement (BAA) contemporaneously with this Agreement.

Section 6. Governing Law

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

Meridian Insurance Group Inc.

By: _____

Quantum Analytics Inc.

By: _____