

MD ALLY TECHNOLOGIES, INC. MASTER SERVICES AGREEMENT

This Master Services Agreement, together with all addenda and attachments (collectively, the "Master Agreement") is made by and between Lee County, a Political Subdivision of the State of Florida ("Partner") and MD Ally Technologies, Inc., a Delaware corporation ("MD Ally"). The Master Agreement is effective as of the date of execution by the Partner (the "Effective Date"). MD Ally and Partner are referred to in this Master Agreement separately as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, the Partner operates a 9-1-1 emergency communications center and/or an Emergency Medical Services (EMS) agency that responds to requests for on-scene medical care and/or medically-safe transportation;

WHEREAS, MD Ally develops, owns, and licenses a telehealth technology solution that integrates with Public Safety 9-1-1 and EMS systems to enable remote medical care and/or support for callers with non-emergency concerns; and MD Ally provides administrative, support, and performance management services to handle and scale the ongoing logistics, operations and care coordination workload of Mobile Integrated Healthcare (MIH) Public Safety telehealth programs for its clients in order to support and improve their sustainability, performance, and long-term outcomes (collectively, MD Ally's "Services"). MD Ally does not engage in or influence the practice of medicine.

WHEREAS, Partner desires to expand the scope of its 9-1-1 emergency communications center and/or EMS response services by implementing a MIH Public Safety telehealth solution as part of its tiered-response strategy to best support callers with non-emergency concerns

WHEREAS, Partner desires to contract with MD Ally to provide access to MD Ally's Services, and MD Ally desires to provide its Services to Partner pursuant to the execution of this Master Agreement;

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows;

II. DEFINITIONS

The following terms, which are not otherwise defined herein, shall have the meanings set forth below:

A. "**Authorized User**" or "**User**" means any individual authorized, by virtue of such individual's relationship to, or permissions from, Partner, to access the Services in accordance with the Partner's rights under this Master Agreement. An Authorized User can be employees, contractors or agents of Partner.

B. "**Patient(s)**" a first-party individual, or second party individual on behalf of a first-party individual, that has requested or engaged the Services of Partner and been directly or indirectly connected, referred, and/or transferred to MD Ally to access or use the Service.

C. "**Priority Symptoms**" include, but are not limited to, chest pain, difficulty breathing, change in level of consciousness, and serious hemorrhaging.

D. "**Protected Health Information**" has the meaning ascribed to it in the Business Associate Agreement.

E. "**Qualified Healthcare Professional(s)**" a Medicare-enrolled health care practitioner who meets state, local, and professional requirements to render particular health care services to beneficiaries and provides medical care individually or through their group practice.

F. **“Safe for Transfer”** means that the Partner has determined that the Patient has (i) no Priority Symptoms or life-threatening medical concerns, (ii) does not need an ambulance or medic response, and (iii) will not be adversely impacted by being transferred from a PSAP and/or released from EMS care to a third party.

G. **“Virtual Medical Services”** remote medical patient care provided by a Qualified Healthcare Professional.

III. MD ALLY'S RESPONSIBILITIES

A. **Services.** The Parties shall duly execute a document in which Partner orders and MD Ally shall provide certain Services subject to the terms of this Master Agreement (Order Forms). Order Forms are incorporated

B. **Insurance.** Except as otherwise noted, MD Ally will maintain the following insurance in full force and effect at all times during the Term of this Master Agreement.

1. Policies:

a. Workers' Compensation & Employers Liability Insurance: in compliance with the applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$500,000.

b. Commercial General Liability Insurance: including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, automobile (with limits of liability of not less than \$500,000 per accident for bodily injury and property damage) and any other type of liability for which this Master Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

c. Cyber Liability Insurance: as appropriate to MD Ally's Services, with limits of liability of not less than \$1,000,000 per occurrence / \$1,000,000 policy aggregate. Coverage shall be sufficiently broad as to respond to the duties and obligations as undertaken by MD Ally in this Master Agreement and shall include but not limited to claims involving infringement of trademarks, infringement of copyright, invasion of privacy violations, information theft and network security.

d. Professional (Medical Malpractice) Liability Insurance: MD Ally shall require that contracted and/or subcontracted Qualified Healthcare Professional as appropriate maintain limits of liability of not less than \$1,000,000 per occurrence or claim and \$3,000,000 policy aggregate.

2. **Other Insurance Responsibilities.** The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. MD Ally, shall provide, and maintain current, a Certificate of Insurance naming Partner, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on its CGL policy with respect to liability arising out of the performance of this agreement,

b. MD Ally's insurance coverage shall be primary insurance for any claims strictly related to its Services in this agreement, as respects the Partner, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Partner shall be non-contributing to MD Ally's coverage for its Services.

c. MD Ally shall provide the Partner within 10 calendar days of the Effective Date, and at any other time at Partner's request, the following documents: i) proof of coverage for each policy of insurance listed in this Master Agreement; ii) a copy of the fully-executed Master Agreement; iii) copies of all policies of insurance, including all policies, forms, and endorsements; and iv) statements disclosing any policy aggregate limit.

d. Each insurance policy above shall provide that coverage shall not be canceled by MD Ally, expire or altered except without prior notice to Partner of no less than 30 days.

- e. MD Ally shall substitute insurance coverage acceptable to Partner within 30 calendar days if any insurance company providing any insurance with respect to this Master Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Partner's state, or ceases to meet the requirements of this Master Agreement.

IV. PARTNER RESPONSIBILITIES

A. Access Rights and Usage. Subject to all terms and conditions of this Master Agreement, MD Ally grants Partner and its employees and agents ("Authorized Users") a nonexclusive, non-transferable (except as set forth herein) right and license (without right to sublicense) to access and utilize the Services set forth in the Order Form, and any subsequently accepted Order Forms. Partner acknowledges and agrees that it shall be responsible for the compliant use of the Services by its Authorized Users and any act or omission of its use of the Services by those other than its Authorized Users shall be considered a material breach by Partner hereunder. Partner's access and use of the Services shall comply with MD Ally required procedures and all other conditions set forth by MD Ally to Partner in electronic or other form ("Documentation").

B. Acuity Attestation. Prior to offering or utilizing Services, Partner agrees that it and its Authorized Users have a duty to independently execute Partner's own established and pre-approved Emergency Medical Dispatch guidelines and protocols and/or EMS field assessment processes, as well as, document and retain sufficient and accurate information from all Patients to;

1. assess the acuity level of the Patient's chief complaint;
2. determine, verify and affirm to MD Ally that the Patient has no Priority Symptoms or life-threatening medical concerns as pre-determined by the Partner's Medical Director;
3. attest that the Patient does not need Emergency Medical Services and is Safe for Transfer to a Qualified Healthcare Professional or authorized other third-party (the "Receiving Parties") and MD Ally.

C. Patient Consent. Partner agrees that it has a duty to obtain, document, and retain all legally required and mutually agreed-upon authorizations from Patients, prior to using any Services; including but not limited to documenting signed releases or refusals, and other applicable documents consenting to use of the Services, participation in Virtual Medical Services, sharing data with a third-party in compliance with applicable laws.

D. Patient Transfer. Partner agrees that transferring or referring a Patient, directly or indirectly, for the provision of Services (a "Patient Transfer"), represents to MD Ally, Qualified Healthcare Professionals, and all other parties involved that Partner completed all of its responsibilities in accordance with Section III of this Master Agreement *prior to every Patient Transfer*.

E. Partner Systems. Partner is responsible for providing (a) Computer Aided Dispatching and/or Electronic Patient Care Reporting technology, database access, internet network connectivity, equipment, and credentials necessary for use of the Services. (collectively, "Partner Systems"). Partner shall collaborate with MD Ally to ensure that Partner Systems are compatible with the Services. Partner represents and covenants that Partner Systems are in compliance with HIPAA and other federal and state data privacy and security laws. Partner will be solely responsible for training its personnel on the use of its computer hardware and mobile computing equipment used to access the Services.

F. Partner Data. Partner agrees that the Services depend on the accuracy and transmission of the Partner Data and agrees to verify the accuracy and completeness of Partner Data provided to MD Ally. Partner hereby grants to MD Ally a royalty-free, nonexclusive, worldwide, right and license (with the right to sublicense through multiple tiers) to access, use, copy, store, process, transmit and display computer-aided dispatch system and electronic patient care reporting data shared by Partner (the "Partner Data") as necessary to provide the Services and as permitted by the terms of this Master Agreement. Partner agrees that it is solely responsible for the accuracy and completeness of the Partner Data transmitted to the Service. Partner is and shall remain

the sole owner of all Partner Data and MD Ally assumes no liability whatsoever based on any violations, causes of action, judgments, allegations, and related costs arising from Partner's use of the Services and the content (or lack of content) of the Partner Data. Partner shall execute and provide all patient and incident information captured by Partner's personnel to permit MD Ally to effectively and safely coordinate care and facilitate billing, collections, and reimbursement on behalf of Qualified Healthcare Professionals.

G. Restrictions.

1. Partner shall comply with all applicable laws when using the Services. Partner and its Authorized Users shall not directly or indirectly (i) interfere with or disrupt the integrity or performance of the Service; (ii) send or store viruses or malicious code via the Services; (iii) use any components provided with the Services separately from the Service; (iv) encumber, sublicense, transfer, distribute, rent, lease, time-share or use the Services or MD Ally Technology in any service bureau arrangement or otherwise for the benefit of any third party; or (v) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns in connection with Partner's use of the Services in violation of any export control or other laws and regulations of the United States of America or any other relevant jurisdiction.
2. MD Ally contracts to establish and scale a readily-available network of Qualified Healthcare Professionals that provide Virtual Medical Services for its clients. In accordance with the terms of this Master Agreement, Partner understands and agrees that MD Ally shall be the sole entity to:
 - a. Contract and coordinate care with Qualified Healthcare Professionals to provide Virtual Medical Services ("Care Coordination Services").
 - b. Manage billing, collections, and reimbursement for all Qualified Healthcare Professionals providing Virtual Medical Services for Partner whether currently contracted with MD Ally or not.
3. Partner shall not engage any other provider of healthcare services to supply Services or Virtual Medical Services for Partner while this agreement remains in effect.

H. Representations and Warranties. Partner represents and warrants that (i) it has the legal right to enter into this Master Agreement and to perform its obligations hereunder; (ii) it has the right to disclose and provide the Partner Data to MD Ally, any use and access the Services, (iii) use of the Services complies with applicable laws, rules and regulations, and (iv) all necessary licenses, certifications, and other accreditations, required by state law for the utilization of Services are in effect and maintained. Partner further represents and warrants that the entirety of the Partner's responsibilities, as set forth in Section IV of this agreement, are (i) established, approved, initiated, reviewed, maintained, monitored, and executed by Partner, and done so (ii) independent of MD Ally, Qualified Healthcare Professionals, or any other party subcontracted by MD Ally (iii) prior to Partner's use of any Services provided by MD Ally and/or Virtual Medical Services provided by Qualified Healthcare Professionals.

I. Security and HIPAA Compliance. The parties agree to enter into the Business Associate Agreement prior to the Implementation Date as described in the Order Form.

V. COMPENSATION

A. Fees. If applicable, Partner shall pay any fees for the right to use certain Services (the "Service Fees") set forth in the Order Form. MD Ally reserves the right to review costs associated with providing Services to Partner on an annual basis and modify Fees applicable the next-occurring renewal Term with ninety (90) days prior written notice to Partner.

B. Payment and Taxes. If Fees are applicable for certain Services ordered by Partner, MD Ally shall invoice Partner sixty (60) days prior to the expiration of the then-current Term for the ordered for the next-occurring

Renewal Term and Partner shall pay to MD Ally the fees, charges, and reimbursable expenses as specified in this Master Agreement and all applicable Order Forms. Fees and charges are non-refundable. All payments required by this Master Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Partner agrees to bear and be responsible for the payment of all such charges.

C. **Reimbursement.** MD Ally shall be permitted to submit claims for reimbursement to health insurance providers and bill Patients for any charges in connection with Virtual Medical Services, Services, or other applicable services provided under the terms of this Master Agreement and to the extent permitted by law.

VI. CONFIDENTIALITY

A. **Public Records Law.** This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Law.

B. **Disclosing Party.** For purposes of this Master Agreement, the Disclosing Party shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Master Agreement, and the Receiving Party shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Master Agreement.

C. **Trade Secrets and Confidential Information.** For purposes of this Master Agreement, Confidential Information shall include information: (i) that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public; (ii) that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party; and (iii) that has material economic value or potential material economic value to the Disclosing Party's present or future business. Confidential Information shall include trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes and including all rights to obtain, register, perfect and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the Disclosing Party. Confidential Information shall also include, without limitation, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form. Confidential Information does not include Protected Health Information as defined in Exhibit B, which is governed by the terms of Exhibit B.

D. **Exclusions.** Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Master Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.

E. **Compelled Disclosure.** Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires.

F. Purpose. The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

G. Irreparable Harm. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Master Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section V the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

VII. WARRANTIES AND DISCLAIMERS

A. Disclaimers. ALL SERVICES PROVIDED HEREUNDER AND THE MD ALLY TECHNOLOGY ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, MD ALLY (FOR ITSELF AND ITS SUPPLIERS) MAKES NO WARRANTY (I) DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT THE SERVICES OR BE UNINTERRUPTED, ERROR-FREE OR BUG-FREE, (II) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICES, OR (III) THAT ANY ERRORS IN THE SERVICES CAN OR WILL BE CORRECTED. MD ALLY HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, NONINTERFERENCE, QUALITY, VALUE, OPERABILITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PARTNER ACKNOWLEDGES THAT MD ALLY OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF PARTNER ONLY.

B. Limitations. MD Ally will not be liable for any failures in any Services provided hereunder or any other damages which arise out of or are related to (a) the Partner Data or Partner Systems or (b) any satellite, telecommunications, network or other equipment or service outside of MD Ally's facilities or control. The Services may not be error free and may not operate without interruption. MD Ally makes no guarantees that Patients will register or use the Services, or that the Services are legally appropriate for use between Partner and Patients in a particular jurisdiction. Partner also acknowledges that MD Ally is not responsible or liable for any clinical or medical decisions that are made regarding a Patient in connection with the EMS or the Services or for any errors or omissions in the documentation to support Services provided or on behalf of, Partner or in connection with any Patient. MD Ally shall not be responsible to Partner or to any third party for any suspensions, revocations, assessments, damages or charges of any kind that result from any audits, investigations, or reviews conducted by any federal, state, or local governmental agency (or their respective independent contractors, agents, or assignees) against Partner as a result of any alleged violations or incorrect application of applicable laws, regulations, or guidance governing Partner's operations and provision of Services to Patients.

VIII. INDEMNIFICATION

A. Indemnity by MD Ally. MD Ally will indemnify, defend, and hold harmless the Partner from and against any and all claims, demands, suits, and judgments of sums of money accruing against MD Ally arising from or relating to the operation of Services in connection with the discharge or performance of Services under this Master Agreement. MD Ally's indemnity does not extend to any loss arising from the gross negligence or willful misconduct by Partner or its Authorized Users or from anything included under Indemnity by Partner.

B. Indemnity by Partner. To the extent and monetary limits provided in Section 768.28, Florida Statutes, as may be amended from time to time, Partner will indemnify, defend, and hold harmless the MD Ally, its agents, employees, officials, insurers, self-insurance funds, subcontractors, assigns, clients, and Qualified Healthcare Professionals (collectively, "MD Ally's Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against Partner arising from (a) Partner's provision of Emergency Medical Dispatching services and/or Emergency Medical Services, (b) any intentional or unintentional breach by Partner of the terms of this Master Agreement, (c) the unauthorized use of Services or Virtual Medical Services by Partner or its Authorized Users, (d) any actual or alleged violation by Partner of the rights of any third-party; including Patients, (e) any allegation that the Partner's decision to utilize Services caused or contributed to the personal injury or death of an individual; and (f) any actual or alleged malpractice by Partner.

C. Proceedings. The indemnified party shall (i) promptly notify 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, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost). The indemnifying party shall not enter into any settlement that imposes liability or obligations on the indemnified party without obtaining the indemnified party's prior written consent of the settlement.

IX. LIMITATION OF LIABILITY

A. EXCEPT IN CASES OF MD ALLY'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL MD ALLY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. TERM AND TERMINATION

A. Term.

1. Term Duration. The duration of Services ordered by Partner under this Master Agreement shall commence upon the effective date of the first Order Form executed and, unless terminated as specified herein, continue for the period of time specified in the Order Form or, if no period is specified, until the next annual anniversary of the end of the Implementation Period outlined in the Order Form ("Initial Term") during which any initial enrollment services and configurations shall be executed.

2. Extension Terms. Upon the expiration of the Initial Term, Client and MD Ally may extend this Agreement for additional one-year terms, up to four (4) times (each, a "Extension Term" and which shall become part of the overall Term) upon the mutual written agreement of both parties.

B. Termination.

1. Partner's Elective Termination. Partner shall have the option of terminating this Master Agreement without cause (an "Elective Termination") by submitting to MD Ally written notice of the termination request not less than ninety (90) days prior to the end of the then-current Term. In such an event, all terms and conditions of this Master Agreement shall remain in full force and effect until the termination takes effect.

2. MD Ally's Elective Termination. MD Ally shall have the right to terminate this Master Agreement without cause, whether or not extended beyond the initial term, by giving Partner written notice of the termination not less than ninety (90) days prior to such date. In such event, all terms and conditions of this Master Agreement shall remain in full force and effect until the termination takes effect. Partner shall be responsible for any payment for Services up to the date of termination.

3. Partner's Termination for Cause. Partner may terminate this Master Agreement immediately for cause by sending written notice to MD Ally. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Master Agreement, or the failure of any representation or warranty in this Master Agreement.

4. MD Ally's Suspension for Cause. In addition to its other rights and remedies, MD Ally reserves the right, without liability to Partner, to immediately suspend any and all access to the Services (A) if Partner commits a material breach of this Master Agreement or any relevant Order Form until such material breach is cured. If such material breach is (i) unable to be cured, or (ii) is not cured within ten (10) business days from the suspension, then MD Ally may immediately terminate the Master Agreement and/or the affected Order Form; or (B) if Partner's account becomes more than thirty (30) days past due until all accounts are paid in full.

C. Effects of Termination. Upon any expiration or termination of this Master Agreement:

1. All licenses of the parties shall cease and all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of this Master Agreement shall survive;

2. Partner will make no further use of the Services, provided that no termination will relieve the Partner of the obligation to pay any fees accrued or payable to MD Ally; The unpaid balance of each late payment bears interest at a rate equal to the lesser of 1% per month or the maximum amount permitted by law.

3. MD Ally has no obligation to retain Partner Data following thirty (30) days after complete termination of the Services. Partner shall have thirty (30) days from the date of termination of their Services in which to request a copy of their Partner Data, which will be made available to Partner in the same format maintained by MD Ally. This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Laws and any and all relevant Florida laws related to record retention.

4. MD Ally's obligations regarding retention or disposal of Protected Health Information after complete termination of the Services are governed by the terms of Business Associate Agreement.

5. Upon termination, each Party shall delete any of the other Party's Confidential Information still in their possession (with the exception of Partner Data as set forth in the preceding paragraph) from computer storage or any other media including, but not limited to, online and off-line libraries; and each Party shall return to the other Party or, at the other Party's option, destroy, all physical copies of any the other Party's Confidential Information.

D. Survival. The provisions titled Confidentiality, Warranties and Disclaimers, Indemnification, Limitation of Liability, Effects of Termination and General Provisions shall survive.

E. Terms Binding. The terms and conditions of this Master Agreement are binding on any heirs, successors, transferees, and assigns.

XI. GENERAL PROVISIONS

A. Entire Agreement. This Master Agreement (which includes any Order Form completed by Partner, as well as those terms and documents incorporated by reference) constitute the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Master Agreement. This Master Agreement shall apply and supersede the pre-printed terms and conditions of any form submitted by either party, unless such form is expressly included herein.

B. Exhibits Incorporated Herein by Reference. The following Exhibits, Schedules, Addendums, or documents are incorporated herein by reference;

1. Exhibit A: "Order Form"
2. Exhibit B: Business Associate Agreement

C. Waivers, Consents and Modifications. This Master Agreement may be modified solely upon the written agreement of both Partner and MD Ally. The failure of either party to enforce its rights under this Master Agreement at any time for any period will not be construed as a waiver of such rights.

D. Severability. If any provision of this Master Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Master Agreement will otherwise remain in full force and effect and enforceable.

E. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. MD Ally may seek equitable or similar relief from any court of competent jurisdiction to prevent or restrain any breach or threatened breach of this Master Agreement by Partner, exclusive jurisdiction and venue for actions related to this Master Agreement or Partner's use of the Services will be the state and federal courts located in the State of Florida having jurisdiction over MD Ally's offices, and both parties consent to the jurisdiction of such courts with respect to any such actions. In any action or proceeding to enforce or interpret this Master Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

F. Notice. Any notice provided for in this Master Agreement must be in writing and must either be personally delivered, mailed by first class mail (registered or certified, return receipt requested) or sent via overnight air courier guaranteeing next day delivery, to the recipient at the address listed below, or to such other recipient or address as the recipient shall have specified by prior written notice to the sending Party, and in each instance shall be effective on the date received by the Party to whom it is addressed. Notice required or permitted to be given under this Master Agreement shall be given as follows:

To MD Ally:

348 West 57th Street, Suite 180

New York, NY 10019

Attention: MD Ally Legal Counsel

To Partner:

2115 Second Street

Fort Myers, FL 33901

Attention: Paul Filla

G. Assignment. Except as expressly stated in this Master Agreement, neither party may otherwise assign its rights or obligations under this Master Agreement either in whole or in part without first providing written notice and obtaining the written consent of the other party, and any attempted assignment or delegation without such consent will be void.

H. Press Release. MD Ally shall have the right to issue a press release regarding the strategic relationship established under the Master Agreement. At any time during the Term, upon written approval from the Partner, MD Ally may publicly disclose that Partner is a client of MD Ally's. MD Ally shall have the right to use Partner's trade name, trademark, service mark, or symbol in its promotional endeavors.

I. Compliance With Laws. Partner shall use the Services made available by MD Ally in compliance with all applicable federal, state, and local laws, regulations, and communications common carrier tariffs, including, without limitation, all import and export restrictions.

IN WITNESS WHEREOF, each of the Parties has caused this Master Agreement to be signed by its duly authorized representative below.

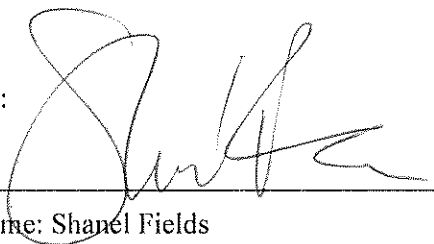
MD ALLY TECHNOLOGIES, INC.	PARTNER: Lee County, a Political Subdivision of the State of Florida
By: 	By: 
Name: Shanel Fields	Name: BENJAMIN A. BESS
Title: Chief Executive Officer	Title: DIRECTOR, PUBLIC SAFETY
Date: 06/25/22	Effective Date: 7/8/2022

EXHIBIT A

ORDER FORM

This Order Form ("Order") is made pursuant to MD Ally's Master Services Agreement, made by and between MD Ally Technologies, Inc. ("MD Ally") and Lee County, a Political Subdivision of the State of Florida ("Partner"), and all duly executed amendments and addenda to the same (the "Master Agreement"). Any capitalized term not otherwise defined herein shall have the meaning that is given to it in the Master Agreement. All of the terms and conditions of the Master Agreement shall continue in full force and effect except as supplemented by the terms of this Order. This Order is effective upon the date of MD Ally's acceptance and countersignature of this document already signed by Partner, which such date Partner agrees shall be entered by MD Ally as the "Order Effective Date".

I. SERVICES

IMPLEMENTATION LOGISTICS	FEES
Establish Technical Configurations Workflows Meet with Partner to determine the optimal patient journey, based on existing workflows, demographics, and available resources, then configure CAD and/or ePCR systems to support the patient journey & approved telehealth standard operating procedures. Determine Criteria and Performance Measures Collaborate with Partner & Medical Direction to understand existing protocols, acuity criteria set, and define key performance metrics. Propose and get approval on Telehealth Standard Operating Procedures for Public Safety personnel training and compliance. Training & Compliance Management Train personnel on approved standard operating procedures, telehealth talking points, and utilization of the telehealth technology. Manage and report out on personnel training and flag any challenges with set protocols before Launch.	See Section II.D.1. "Implementation Logistics Fees"
CARE COORDINATION LOGISTICS	FEES
Medical Services MD Ally shall contract and/or subcontract with Third-Party Provider Partners to enable Partner's to triage non-emergency Patients to virtual care with Providers. Includes: Warm Transfer Services To ensure a warm, seamless transition and optimal caller experience, MD Ally's Support Staff will accept incoming calls live, via a warm transfer. Enables Partner's staff to complete a live, warm transfer to licensed Emergency or Internal Medicine Physicians. Performance Management Ongoing Performance Management to evaluate performance, review feedback, and institute any changes needed. Includes automated reporting and patient experience surveying.	See Section II.D.2. "Care Coordination Logistics Fees"

II. TERMS AND CONDITIONS

A. **Terms and Conditions.** For the avoidance of doubt, all terms and conditions of this Order shall be subject to the Master Agreement. Access to Services shall be made only against Orders countersigned by MD Ally. Either Party may request a change to the Services by completing a service request form, which shall become an effective change order when signed by both Parties ("Change Order").

B. **Implementation Period.** Implementation Services shall commence on the Effective Date of this Order and complete upon notice provided by MD Ally to Partner of the successful completion of implementation services (the "Implementation Date").

C. **Termination.** Any terms listed in this Order may be terminated according to the terms and conditions of the Master Agreement.

D. **Compensation for Services.**

1. **Implementation Logistics Fees.** Implementation Services under this Order shall be provided to Partner free of charge and free of any other costs and expenses, and MD Ally shall not be entitled to reimbursement of expenses of any kind by Partner. No compensation shall be payable nor shall any charge be made in any form by Partner for the ability to utilize Implementation Services, Virtual Medical Services Contracting, or the provision of Virtual Medical Services by Third-Party Provider Partners as outlined in the Master Agreement. For the avoidance of doubt, MD Ally will not charge Partner for any Implementation Services under this Order or Master Agreement.
2. **Care Coordination Logistics Fees.** In accordance with the terms of this Order and the Master Agreement, Care Coordination Services shall be provided to Partner free of charge and free of any other costs and expenses. As such, Partner understands, agrees, and shall require that all parties desiring to provide Virtual Medical Services, non-emergency telehealth services, non-emergency remote medical care or any similar type of service to Partner, shall contract directly with MD Ally, and that MD Ally shall be the sole entity to contract and coordinate care with Qualified Medical Professionals on behalf of Partner, whether a business relationship currently exists between MD Ally and that party or not.

Lee County, a Political Subdivision of the State of Florida MD Ally Technologies, Inc.

By: 
Name: BENJAMIN AZEES
Title: DIRECTOR, PUBLIC SAFETY
Date: 7/6/2022

By:

Name: Shanel Fields

Title: Chief Executive Officer

Order Effective Date:

06/25/22

EXHIBIT B

MD ALLY TECHNOLOGIES, INC. BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between MD Ally, Technologies, Inc. ("Business Associate") and Lee County, a Political Subdivision of the State of Florida ("Covered Entity"), effective as of the Effective Date of the Master Agreement.

RECITALS

- A. Covered Entity is a Covered Entity and is therefore subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (collectively, the Privacy Rule, Security Rule, and HITECH and its implementing regulations, shall be referred to herein as "HIPAA").
- B. Protected Health Information, as defined below, received from Covered Entity or created, accessed, received, maintained or transmitted by Business Associate on behalf of Covered Entity may be needed for Business Associate to perform its obligations pursuant to the Master Service Agreement between the parties, dated as of the Effective Date of Master Agreement, as amended from time to time (the "Master Agreement").
- C. To the extent Business Associate needs to access PHI to perform its obligations pursuant to the Master Agreement, it will be acting as a Business Associate of Covered Entity and will be subject to certain provisions of HIPAA.
- D. Business Associate and Covered Entity wish to set forth their understandings with regard to the use and disclosure of PHI by Business Associate so as to comply with HIPAA.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, except that, "Protected Health Information" or "PHI" shall generally have the meaning as set forth in HIPAA at 45 CFR §160.103 but, for the purposes of this Agreement, shall be limited to, information created or received by Business Associate from or on behalf of Covered Entity pursuant to the Master Agreement. "Protected Health Information" or "PHI" shall also include Electronic PHI.
2. Business Associate's Obligations and Permitted Activities
 - (a) Business Associate agrees to not use or further disclose PHI other than as required to perform its obligations pursuant to this Agreement, the Master Agreement, as requested by Covered Entity in writing, or as Required by Law.
 - (b) Business Associate agrees to use reasonable safeguards, and comply with the Security Rule with respect to electronic PHI, designed to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - (c) In using, disclosing or requesting PHI, Business Associate shall comply with the minimum necessary requirements contained within the Privacy Rule.
 - (d) Business Associate agrees to report to Covered Entity, without unreasonable delay and in no case later than ten (10) business days following actual knowledge by Business Associate:
 - (i) Any use or disclosure of PHI not provided for by this Agreement.
 - (ii) Any Security Incident involving PHI of which Business Associate becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's electronic PHI.

- (iii) Any Breach of Unsecured PHI, as defined in 45 CFR 164.402. Following the initial notification of any such Breach of Unsecured PHI as noted above, Business Associate shall provide, within a reasonable period of time, but not later than thirty (30) business days after providing the initial notice, a written report to Covered Entity that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Business Associate; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Business Associate has done to investigate the Breach of Unsecured PHI, to mitigate harm to Individuals, and to protect against any further Breaches of Unsecured PHI. Business Associate also shall provide to Covered Entity any other available information Covered Entity is required to include in its notification to affected Individual(s). Notwithstanding the foregoing, if a law enforcement official requests that Business Associate delay, in accordance with 45 CFR § 164.412, notification to covered entities, Business Associate may delay notifying Covered Entity, for the applicable time period.
- (e) Business Associate agrees to require that any non-employee agent or Subcontractor to whom it delegates a function, service or activity under the Master Agreement and, and that creates, accesses, receives, maintains or transmits PHI on behalf of Business Associate, agrees, in writing, to at least the same restrictions and conditions as those that apply to Business Associate under HIPAA with respect to such PHI.
- (f) Business Associate shall make its internal policies, procedures and records relating to the privacy and security of protected health information and relating to the use and disclosure of PHI reasonably available to the Secretary, upon written request, for purposes of assessing Business Associate's or Covered Entity's compliance with HIPAA.
- (g) If the Master Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control on behalf of Covered Entity, Business Associate agrees to, at Covered Entity's written request:
- (i) provide access to such PHI in order to assist Covered Entity in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Covered Entity so directs or agrees to pursuant to the Privacy Rule.
- (h) Subject to any applicable exceptions under 45 C.F.R. §164.528, Business Associate agrees to maintain and make available to Covered Entity information required to provide an accounting of disclosures of PHI made by Business Associate as necessary for Covered Entity to satisfy its obligations under HIPAA; provided, however, that Covered Entity shall be solely responsible for tracking and providing Individuals an accounting of disclosures of PHI made by Covered Entity to Business Associate in connection with this Agreement.
- (i) Business Associate may disclose PHI for Business Associate's proper management and administration, provided that: (i) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached. Business Associate also may make disclosures that are Required by Law.
- (j) Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by the Privacy Rule.
- (k) Business Associate may, at its option:
- (i) Deidentify PHI in accordance with the requirements of the Privacy Rule, maintain such deidentified information indefinitely, and use such deidentified information for any purpose; provided that all identifiers are destroyed or returned in accordance with this Agreement.
- (ii) Create a Limited Data Set for the purpose of performing its obligations pursuant to the Master Agreement, provided that Business Associate
- [a] Does not use or further disclose PHI contained in the Limited Data Set except as necessary to perform its obligations pursuant to the Agreement or as provided for in this Agreement or otherwise Required by Law;
- [b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;
- [c] Reports to Covered Entity any use or disclosure of PHI contained in the Limited Data Set of which Business Associate becomes aware that is not provided for by this Agreement;
- [d] Requires that any non-employee agents or subcontractors to whom it provides access to the Limited Data Set agree, in writing, to the same restrictions and conditions that apply to Business Associate under HIPAA; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set

(l) Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(m) If the Master Agreement requires Business Associate to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. Covered Entity's Obligations.

(a) Covered Entity shall notify Business Associate in writing of limitation(s) in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses and Disclosures.

(b) Covered Entity shall notify Business Associate in writing of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(c) Covered Entity shall notify Business Associate in writing of restriction(s) in the Use or Disclosure of PHI to which Covered Entity has agreed to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

(e) Covered Entity shall not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to perform its obligations pursuant to the Master Agreement and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform its obligations pursuant to the Master Agreement in the form of a Limited Data Set, in accordance with HIPAA.

(f) Covered Entity acknowledges and agrees that the provisions of Section 2(k)(ii) of this Agreement shall constitute a Data Use Agreement between the parties.

(g) Covered Entity acknowledges and agrees that PHI which has been deidentified in accordance with the requirements of HIPAA and Section 2(k)(i) of this Agreement shall not thereafter be considered PHI or be subject to this Agreement.

(h) Covered Entity shall report to Business Associate, within ten (10) business days of discovery, any use or disclosure of PHI not permitted by HIPAA related to Covered Entity's use of Business Associate's Services under the Master Agreement.

4. Term and Termination

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate upon the termination or expiration of the Master Agreement, unless terminated earlier as provided for herein.

(b) Termination. Upon a party's knowledge of a breach of a material term of this Agreement by the other party, the nonbreaching party shall either:

(i) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the reasonable time specified by the nonbreaching party; or

(ii) Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible.

(c) Effect of Termination.

(i) Except as otherwise provided in Subsection 4(c)(ii) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI.

(ii) If Business Associate determines that returning or destroying any or all PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Business Associate shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(iii) Notwithstanding the foregoing, if Covered Entity has not provided Business Associate with written instruction requesting the return or destruction of its Protected Health Information within sixty (60) days from the date of termination or expiration of this Agreement, and it is feasible that such Protected Health Information can either be returned or destroyed, Covered Entity hereby agrees that Business Associate shall be entitled to destroy such Protected Health Information using a methodology in conformity with the then-current standards set forth by the U.S. Department of Health and Human Services for the destruction of protected health information.

5. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the effective date of any applicable final regulation or amendment to HIPAA, this Agreement shall be deemed automatically amended so that the obligations it imposes on the parties remain in compliance with such regulations. Following amendment of the Agreement in this manner, the parties shall, as necessary, work together to clarify their respective obligations with respect to any new requirements under the modified HIPAA.

(c) Independent Contractors. Business Associate and Covered Entity are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Indemnification. To the extent and monetary limits provided in Section 768.28, Florida Statutes, as may be amended from time to time, each party will indemnify hold harmless and defend the other party to this Agreement from and against any and all actual losses, liabilities, fines, penalties, reasonable costs and other expenses arising from a third-party claim against the indemnified party alleging a breach of this Agreement or a violation of HIPAA by the indemnifying party or any person or entity under its control. The indemnifying party shall control the defense of any and all claims or actions covered by this section, including but not limited to governmental investigations; provided, however, that the indemnifying party shall not, without the indemnified party's prior written consent, settle, compromise or otherwise resolve any claim or action to the extent that such settlement, compromise or resolution does not fully release the indemnified party from all associated liability and/or admits any fault by the indemnified party. The indemnified party shall retain the right, at its sole expense, to participate in the defense of any such claim or action. If the indemnified party undertakes the defense of any claim or action covered by this section, it will be done at the indemnified party's sole expense, and the indemnifying party shall be relieved of all obligation under this section with respect to such claim or action.

(e) Notification Costs. Business Associate shall promptly reimburse Covered Entity for all reasonable and required costs incurred by Covered Entity in connection with providing any required notifications to affected individuals whose PHI has or may have been compromised as a result of the Breach caused by Business Associate.

(f) Limitation of Liability. Business Associate's obligations and liabilities under this Agreement shall be governed by the limitation of liability provision in the Master Agreement.

(g) Conflicts. Any provision of the Master Agreement that is directly contradictory to one or more terms of this Agreement related to the privacy and security of Protected Health Information ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the parties' compliance with HIPAA and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

(h) Entire Agreement. This Agreement and the Master Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior business associate agreements, oral or written, and all other agreements or communications between the parties hereto relating to such subject matter

(i) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and permitted assigns any rights, remedies, obligations or liabilities whatsoever.

(j) Governing Law. Unless preempted by HIPAA or other applicable federal law, this Agreement shall be governed by and construed in accordance with the governing law stated in the Master Agreement, without application of principles of conflicts of laws.

(k) Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Furthermore, signatures delivered by electronic or scanner transmission shall have the same force, validity, and effect as the original thereof.

(l) Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by a nationally recognized overnight delivery Services, or by registered or certified mail, postage prepaid, addressed as follows:

If to Covered Entity:
Lee County, a Political Subdivision of the State of
Florida
2115 Second Street
Fort Myers, FL 33901
Attention: Paul Filla

If to Business Associate:
MD Ally Technologies, Inc.
348 Wet 57th Street
Suite 180 Attn: MD Ally
New York, NY 10019

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the Effective Date.

Approved as to Form for the
Reliance of Lee County Only

By: Andrea Fraser
Office of the County Attorney

BUSINESS ASSOCIATE: MD ALLY TECHNOLOGIES, INC.	COVERED ENTITY: LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Shane Fields</u>	Name: <u>BENJAMIN ABES</u>
Title: <u>CEO</u>	Title: <u>DIRECTOR, PUBLIC SAFETY</u>
Date: <u>6/28/22</u>	Date: <u>7/8/2022</u>