

**Referral Agreement**

This Referral Agreement (this “**Agreement**”) is effective as of the last date of signature (the “**Effective Date**”) and is between **Healthcare Systems & Technologies, LLC (“HST”)** and the referring party that signs their name hereto (“**Referrer,**” and together with HST, the “**Parties**”).

**1. Referrals.**

a. Leads. Referrer may from time to time introduce HST’s products and services to potential customers (each, a “**Lead**”) through various mechanisms, such as verbal referrals, online reviews, and site visits. In consideration, HST may offer Referrer a referral fee according to the terms and conditions contained herein.

b. Lead Registration. In order to be eligible for a referral fee, Referrer must send all Leads directly to ([erikd@hstpathways.com](mailto:erikd@hstpathways.com)) or a partner manager otherwise designated by HST. HST will either qualify or disqualify a Lead. Disqualification rationale could include, but are not limited to, the following:

- HST has an open opportunity with the Lead that was created before the date the Lead was submitted by the Referrer;
- HST has closed (won or lost) an opportunity with the Lead within the immediately preceding 60 days; or
- The Lead is not a good fit for the HST’s solution(s).

c. Qualified Action. HST qualifies a Lead (each such qualified Lead, a “**Qualified Lead**”), when the Qualifying Action corresponding to the Referrer’s specific activity in Table 1 below is confirmed by HST.

**2. Compensation.**

a. Referral Fees. In consideration for the services rendered by Referrer hereunder, HST will pay to Referrer a one-time fee equal to the corresponding referral activity (collectively, “**Fees**”):

**Table 1**

Activity	Qualifying Action	Referrer’s Option	
		Reward Option 1	Reward Option 1
<b>Referrer refers a non-customer to HST</b>	Lead attends a 30+ minute meeting with an HST Account Executive	\$200 gift card	HST buys breakfast for the Referrer’s Center (up to \$200)
<b>Public Review on G2.com</b>	Posted publicly and screenshot emailed to HST	\$50 gift card	HST buys Referrer donuts or similar item (up to \$50)
<b>Referrer records story video and article</b>	Published and HST approves video and article	\$50 gift card	HST buys Referrer donuts or similar item (up to \$50)

b. Payment Timing: HST will pay Referrer the Fees within 30 days of Qualified Action.

c. HST Discretion. HST, in its sole discretion, has the option to enter into, or decline to enter into, a customer agreement with any Qualified Lead and to determine the terms of such customer agreement. Referrer shall not participate in any negotiations nor have authority to offer or sell the products to any customer.

d. Multiple Referring Parties. HST will not be obligated to pay a referral fee to more than one third-party Referrer as it relates to the same Qualified Lead. If a referral of a Lead is disputed among Referrer and one or more other employees, independent representatives, or referral sources of HST, then HST alone will

determine which Party, based on HST's reasonable and good faith judgment, deserves the commission as a result of substantive effort in qualifying the Lead with regard to the implementation of HST services, is entitled to a Fee, if any, with respect to such Lead. In addition, operations, management, or billing providers are not eligible to refer entities under their common ownership or control.

3. **Compliance with Laws.** Each Party represents and warrants that it will comply with all laws, rules and regulations related to its business activities and performance of its obligations under this Agreement. These representations and warranties will survive termination of this Agreement. Either Party may immediately terminate this Agreement, with notice to the other Party, if such termination is based upon its reasonable belief that the other Party has breached this Section.

4. **Relationship.** The Parties expressly intend and state that no employment, partnership, or joint venture relationship is created by this Agreement. Neither Party is authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind the other Party in any manner. All expenses, fees, and liabilities that may be incurred by either Party in connection with its performance, duties, and activities under this Agreement will be borne wholly and completely by that Party. Each Party bears full responsibility for any and all federal and state taxes, employment taxes, FICA and FUTA, unemployment insurance taxes, and any other required taxes, assessments, business license fees or other fees legally required of it, including any fees, charges, penalties, or other amounts levied or imposed, arising in connection with its business or its performance under this Agreement. Nothing under this Agreement shall grant or convey any of the patent, copyright, trademark, or other proprietary or intellectual property rights of one Party to the other Party unless as specifically allowed for under a license grant or similar permission under this Agreement.

5. **Mutual Indemnification.** Each Party agrees to indemnify and defend the other Party (including its directors, officers, members, employees, agents, and representatives) against all actions, claims, damages, or other losses (including reasonable attorneys' fees) incurred by the other Party arising out of or relating to (i) any breach by the indemnifying Party of this Agreement, or (ii) any negligent act or omission or willful misconduct on the part of the indemnifying Party or any of its employees or agents in connection with the performance of the indemnifying Party's responsibilities under this Agreement. A Party's indemnification obligation is contingent upon the indemnified Party (a) providing the indemnifying Party with prompt written notice upon becoming aware of any claim subject to indemnification hereunder, except that a Party's failure to comply with this subsection (a) will not relieve the indemnifying party of its obligations under this Section except to the extent the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure, (b) tendering to the indemnifying Party control of the defense and settlement of the claim, except that no settlement that requires the payment of any money or the admission of any fault by the indemnified Party may be entered without the indemnified Party's express written consent, which will not be unreasonably withheld or delayed, and (c) fully cooperating in all reasonable respects in connection with the indemnifying Party's defense of the claim and efforts to ameliorate damages.

Notwithstanding the foregoing, if the indemnified Party's breach, negligence or misconduct contributed to the cause of the claim being asserted against the indemnified Party, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated (or reallocated, as the case may be) between the indemnified Party and the indemnifying Party in such proportion as appropriately reflects the relative fault of each Party, and the liability of the indemnifying Party shall be proportionately reduced.

6. **Waiver of Consequential Damages.** Under no circumstances will either Party be liable to the other Party for any indirect, incidental, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from or arise under this Agreement.

7. **Exclusive Jurisdiction.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against a Party only in the courts of the State of Tennessee, County of Davidson, or if it has or can acquire jurisdiction, in the United States District Court located in Davidson

County, Tennessee, and each of the Parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

8. **Electronic Signatures.** Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Addendum or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

9. **Term and Termination.** The initial term of this Agreement will be for two years from the Effective Date (“**Initial Term**”). At the end of the Initial Term, the agreement will auto renew for successive 12 month terms. Once the initial term has ended, either party can termination this Agreement by providing 30 day written notice to the other party.

The Parties hereby execute this Referral Agreement as of the dates set forth below.

**Healthcare Systems & Technologies, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
1801 West End Ave., Suite 300  
Nashville, TN 37203  
Attention: General Counsel  
Email: contracting@hstpathways.com

**[Referrer]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
[address]  
Email: \_\_\_\_\_