

Terms of Service

This Services Agreement (“Agreement”) by and between Sora, LLC dba Revv Billing Systems (Company), a Colorado limited liability company with its place of business at 1430 Railroad Avenue, Suite B, Rifle, CO 81650, and the undersigned client (“Client”) is effective as of the first date on which Company begins or began performing services for Client (“Effective Date”).

1. Services. Company hereby offers the following services to Client:

a) **Claims:** Company agrees to provide dental and or medical claim filing, and payment posting service for Client. Client authorizes Company to access the Client’s practice management software and or clearinghouse accounts, and or attachment software or platforms, and agrees to provide insurance website and medical clearinghouse login credentials for the purposes outlined in this Agreement.

b) **Insurance Verification:** Client authorizes Company agents to access any patient’s insurance information. Company agrees to work with insurance provider companies to verify what dental and/or medical services the patient is eligible for, and obtain preauthorization, predetermination as necessary. Company agrees to input the information into the Client’s practice management software.

c) **Email, Calls, or Texts on Client’s behalf:** Company agrees to attempt to contact patients via Client-provided VOIP service, email, and or text-to-pay, for the purpose of notifying patients of outstanding insurance EOB balances, and offering an option to pay according to Client’s protocols, using Client’s scripts or templates. After three attempts at bi-weekly contact, Company will cease contact efforts.

2. Fees and Payment. The Client agrees to pay the total amount for all services provided with a credit card held on file. Company will send a sales receipt to Client for all Services performed pursuant to the Pricing Sheet following billing. Any unpaid portion thereof thereafter shall bear interest accrued at a rate of two (2) percent per month. All pricing may be subject to change and notice will be provided to Client with thirty (30) days of anticipation prior to the issuance of changed fees.

3. License. Company represents and warrants that (i) it owns or otherwise possesses all rights as are necessary to perform its obligations hereunder, exercise its rights hereunder, and grant any licenses granted by it under this Agreement and (ii) the Services as used by Client in accordance with this Agreement, do not, and shall not, to the knowledge of Company, infringe, violate, or misappropriate any third party’s rights. Client represents and warrants that (i) it owns or otherwise possesses and

has obtained all rights, approvals, licenses, consents, and permissions as are necessary to provide Company with certain patient information and records (the "Content"), perform its obligations hereunder, and exercise its rights hereunder and (ii) the use of the Content in performing the Services, as enabled by Customer, directly or indirectly, does not, and shall not, infringe, violate or misappropriate any third party's rights.

4. **Warranty.** Company warrants that it will perform the Services in a workmanlike manner in accordance with this Agreement. All other warranties, express or implied, without limitation, are expressly disclaimed. Company agrees to provide complete access to all activity data of agents placed by Company with Client. Client shall have the right to review, audit and reconcile all records related to this agreement for a period of one (1) year from the time the services were performed.

5. **Confidentiality.** Client grants Company the right to utilize Client's Confidential Information (including intellectual property, financial information, business information, services, and content) in order to use Client's systems and software for insurance billing optimization.

6. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all software, documents, work product and other materials used by Company under this Agreement, except for any Confidential Information of Client, shall be solely owned by Company. All rights not expressly granted to Client are reserved by Company and its licensors. For the avoidance of doubt, Client shall not (i) sublicense, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or any part thereof in any way; or (ii) modify or make derivative works based upon the Services or reverse engineer, decompile or disassemble the Services.

7. **Term.** The Client has the right to terminate this Agreement for any reason upon sixty (60) days advance written notice to Company. Company reserves the right to terminate this Agreement for any reason at anytime.

8. **Limitation of Remedies.** COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ACTUAL DIRECT DAMAGES AND MAY NOT EXCEED THE AMOUNT INVOICED BY CLIENT WITHIN THE PRIOR SIX (6) MONTHS. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR THIRD-PARTY

DAMAGES OR CLAIMS INCLUDING LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10. Attorney Fees. In any action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and replaces all prior agreements between the parties, whether oral or written. Each party acknowledges that the other party has not made any representation or warranty on which a party may rely that is not included herein. This Agreement shall not be varied, altered, modified, or changed in any way except by written consent of the Parties.