MASTER SERVICES AGREEMENT

Northwind Analytics, Inc. and Harborview Medical Group, LLC

Effective Date: March 1, 2026 · Agreement No. NWA-2026-0147

This Master Services Agreement (the "Agreement") is entered into by and between Northwind Analytics, Inc., a Delaware corporation ("Provider"), and Harborview Medical Group, LLC, a Pennsylvania limited liability company ("Client"). Provider and Client are each a "Party" and together the "Parties."

1. Services

Provider will perform the data analytics, reporting, and integration services described in one or more Statements of Work executed by the Parties (each, an "SOW"). Each SOW is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and an SOW, this Agreement controls unless the SOW expressly states otherwise.

Provider will assign qualified personnel to perform the Services and will use commercially reasonable efforts to meet the milestones set out in each SOW. Provider will name a dedicated engagement lead within ten (10) business days of each SOW start date.

2. Term and Renewal

This Agreement begins on the Effective Date and continues for an initial term of thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement renews automatically for successive twelve (12) month periods unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

3. Fees and Payment

Client will pay the fees set out below and in each SOW. Provider will invoice Client monthly in arrears. Invoices are due within forty-five (45) days of the invoice date. Late amounts accrue interest at 1.0% per month or the maximum rate permitted by law, whichever is less.

Service	Unit	Fee (USD)
Platform subscription	per month	$12,500
Implementation	one time	$48,000
Additional analyst hours	per hour	$185
Premium support (24x7)	per month	$2,000

Fees are exclusive of taxes. Provider may increase fees once per contract year by no more than three percent (3%) upon sixty (60) days' written notice.

4. Confidentiality

Each Party will protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, and no less than reasonable care. Confidential Information may be disclosed only to employees and contractors who need to know it and who are bound by obligations at least as protective as those in this Section.

These obligations survive for five (5) years after termination of this Agreement, except that obligations relating to trade secrets survive for as long as the information remains a trade secret.

5. Data Protection

Provider will process Client Data only to perform the Services and in accordance with Client's documented instructions. Provider will maintain administrative, physical, and technical safeguards consistent with HIPAA and the Business Associate Agreement attached as Exhibit B.

Provider will notify Client of any Security Incident affecting Client Data without undue delay and in any event within seventy-two (72) hours after discovery, and will cooperate with Client's investigation and remediation.

6. Limitation of Liability

Except for breaches of Section 4 or Section 5, each Party's total liability arising out of this Agreement will not exceed the fees paid or payable by Client in the twenty-four (24) months preceding the event giving rise to the claim. Neither Party is liable for indirect, incidental, special, or consequential damages.

7. Termination

Either Party may terminate this Agreement for material breach that remains uncured thirty (30) days after written notice.

8. Insurance

Provider will maintain commercial general liability insurance of at least $2,000,000 per occurrence and cyber liability insurance of at least $5,000,000 in the aggregate, and will provide certificates of insurance on request.

9. General

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. This Agreement, together with all SOWs and Exhibits, is the entire agreement between the Parties and supersedes all prior agreements regarding its subject matter. Amendments must be in writing and signed by both Parties.

NORTHWIND ANALYTICS, INC. **HARBORVIEW MEDICAL GROUP, LLC**

By: _____

Name: Dana Whitfield

Title: Chief Executive Officer

By: _____

Name: Marcus Ellery

Title: Chief Operating Officer