NYSCEF DOC. NO. 5

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INFORMATION TECHNOLOGY SERVICES AGREEMENT

AGREEMENT made as of this 7^{+h} day of 5^{+h} day of $5^$ althcare Solutions, Inc., a corporation organized under the laws of Delaware ense, LLC, a DE limited liability corporation ("Client"). ("Consultant"), and

WITNESSETH:

WHEREAS, Consultant has experience in providing information technology services; and

WHEREAS. Client desires to engage Consultant to provide certain information technology services and Consultant is interested in accepting the engagement subject to the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE 1.

SERVICES

Section 1.1 Engagement and Undertaking.

- Specifications. Exhibit A hereto sets forth a detailed description and specification of the services (the "Services") that Consultant will provide. The Services may be further specified in work orders (the "Work Orders") executed by the parties from time to time. The specifications as set forth in Exhibit A hereto and in any Work Orders are collectively referred to as the "Specifications".
- Engagement. Client engages Consultant to provide the Services. Consultant accepts the engagement subject to the terms and conditions of this Agreement.
- Standard of Provision of Services. Consultant expressly warrants that the Services (and any products created from the Services) rendered under this Agreement: (a) will conform to descriptions provided in an applicable Work Order; (b) will be performed in a professional, workmanlike and competent manner, ((c) will be performed in accordance with all applicable federal, state and local laws and regulations governing the provision of the Services. Acceptance or use of the Services shall not affect Consultant's obligation under these warranties, and such warranties shall survive acceptance and use. Consultant's warranties shall run to Client, its successors, assigns, agents and customers. .
- Third Party Services. Consultant may engage the services of third parties Section 1.2 for the performance of certain Services upon providing prior notice and receiving consent of Company.

Client Responsibilities. Section 1.3