

Service Agreement #3

Effective Date: November 1, 2021

This Service Agreement is issued under the Master Services Agreement (the “Agreement”) dated as of January 02, 2019 between University of North Texas Health Science Center (“Client”) and StratiFi Health (“StratiFi Health”), and is made effective as of November 1, 2021 (“Effective Date”). The terms and conditions of the Agreement are incorporated into and made a part of this Service Agreement. The detailed Services to be performed under this Service Agreement #3 are set forth below. Capitalized terms used in this Service Agreement and not otherwise defined herein shall have the meaning assigned to such term in the Agreement. Unless otherwise expressly provided in this Service Agreement, all terms and conditions of the Agreement shall apply to and prevail over conflicting provisions in this Service Agreement.

This Service Agreement #3 is an addendum to the Master Services Agreement and both combined set forth the entire understanding and contract between the parties relating to its subject matter and may be amended only in writing, signed by both parties. This Service Agreement #3 supersedes and takes the place of, in its entirety, all previous Service Agreements between the parties, specifically Service Agreement #1, dated January 2, 2019, and Service Agreement #2, dated November 1, 2019 and amended May 1, 2021. Any terms of any document submitted by either party that is in addition to, different from or inconsistent with the terms and conditions of this Service Agreement #3 and Master Services Agreement are not binding and are ineffective. In the event the terms and conditions of this Service Agreement #3 and the Agreement conflict, the terms of this Service Agreement shall prevail. This Service Agreement #3 is entered into in conjunction with the Pharmacy Lease Agreement between the parties, dated June 9, 2021. It is the intent of the parties that this Service Agreement #3 and the Pharmacy Lease Agreement will be in effect concurrently and thus, for the avoidance of doubt, this Service Agreement #3 shall not automatically terminate the Pharmacy Lease Agreement pursuant to section 2.02 of the Pharmacy Lease Agreement.

SCOPE OF SERVICES

Pharmacy Related Services

1. StratiFi Health shall provide pharmacy related services in support of Catalyst Health Rx at HSC Health on the UNTHSC campus.
 - a. StratiFi Health shall provide:
 - i. All staffing necessary to operate the pharmacy in accordance with all applicable law, rules, and Client requirements; and
 - ii. Management of daily pharmacy site operations
 - iii. Consulting on pharmacy clinical services model
 - iv. Management of non-pharmacist, pharmacy clinical services staff
 - v. Central fill services
 - vi. Technology for pharmacy site, pharmacy clinical services, and central fill services; and
 - vii. Reporting, including patient enrollment and engagement, Rx volume and mix, as well as monthly financial reporting
 - b. In support of these services, UNTHSC shall:
 - i. Assign one (1.0) FTE pharmacy technician to assist Stratifi Health with managing patients enrolled in the medication synchronization program.
 - ii. Support clinical model in HSC Health clinics through engagement of pharmacy and other clinical staff in adoption of model

Term

The term shall commence upon the Effective Date and shall continue for a period of one (1) years with an early option for renewal 90 days prior to the term end date..

Fee For the Services

The fees for StratiFi Health's ongoing pharmacy services will be \$15,733 per month. The recurring monthly fee are due (30) days from UNTHSC's receipt of invoice. The monthly fee will be assessed each month with quarterly updates based on pharmacy performance and approval by the UNTHSC and StratiFi Health/CHRx leadership team.

Limit on Authority

StratiFi Health shall not exercise any control over, nor have any responsibility for, the provision of professional medical services by Client and/or Client’s Client(s). StratiFi Health and Client agree that it is not the intent of this Agreement to interfere with the professional judgment of Client, Client’s Client(s) and/or any of their professionals.

State Law Verifications

If this Agreement is subject to Texas Gov’t Code Section 2274.002, StratiFi Health hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If this Agreement is subject to Texas Gov’t Code Section 2274.002, StratiFi Health hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

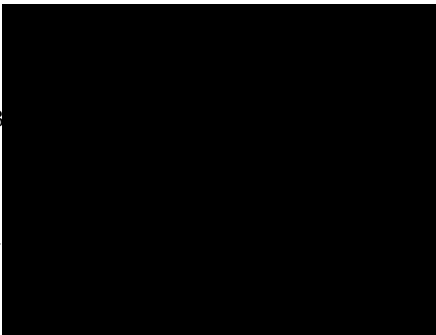
Entire Agreement of the Parties

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS SERVICE AGREEMENT EFFECTIVE AS OF THE SERVICE AGREEMENT EFFECTIVE DATE WRITTEN ABOVE.

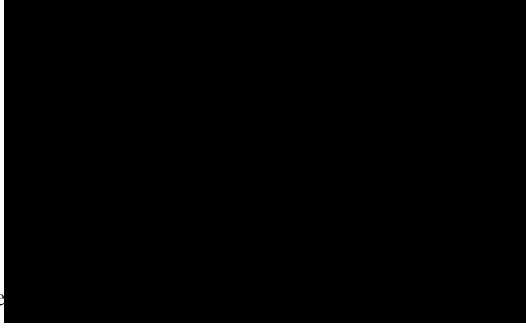
STRATIFI HEALTH

UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER

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By:



Na

Title

HSC Contract #2022-0133

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.