

**EXHIBIT A TO STANDARD TERMS OF SERVICE
NEGOTIATED TERMS AND PRICE LIST**

This Negotiated Terms and Price List ("Price List") is entered into as of the Effective Date by and between Logical Software, LLC, a Nevada limited liability company ("Logical Software"), and _____ [Client Name], a _____ [State of Incorporation] _____ [Type of Entity] ("Client"). This Price List constitutes Exhibit A to the Standard Terms and Conditions ("TOS") between the Parties related to the Black Book Software (the "Service") and is incorporated by reference into the TOS.

1. Service Description. The Service shall include the following:
 - a. **Data Access.** Client shall receive access to the out-of-network reimbursement database for:
 - i. Service Codes H0015, H0035, H0018, H0010, and other relevant codes.
 - ii. Revenue Codes 0126, 0136, 0156, 0128, 0118, 0158, 0912, 0913, 0905, 0906, 1001, and 1002.
 - iii. Code Sets Representing:
 1. Substance Use Disorder (SUD): Residential Treatment Center (RTC), Detoxification (DTX), Partial Hospitalization Program (PHP), Intensive Outpatient Program (IOP), and Outpatient Program (OP)
 2. Mental Health (MH): Residential Treatment Center (RTC), Partial Hospitalization Program (PHP), Intensive Outpatient Program (IOP), and Outpatient Program (OP)
 - iv. Client shall have access to any permutation of code sets that represent SUD RTC, SUD DTX, SUD PHP, SUD IOP, SUD OP, MH RTC, MH PHP, MH IOP, and MH OP, up to the included number of searches per month specified in Client's pricing tier.
 - b. **Basic Support.** Support to include:
 - i. Email support available during business hours (Monday to Friday, 9:00 AM to 5:00 PM)
 - ii. Response time within 48 business hours.
 - iii. Access to online resources, including FAQs, user guides, and tutorials.
 - c. **Usage Reports.** Client shall receive monthly analytics reports detailing search counts, usage patterns, and overage status.

- d. **Onboarding and Training.** Client shall receive comprehensive initial setup and configuration of the Service, and training sessions to equip Client's team with the knowledge to utilize the Service effectively. Client shall also receive access to user manuals and online documentation.
 - e. **Updates.** Regular updates and enhancements to the Service are included. Client will be notified in advance of any scheduled updates or maintenance that may impact service availability.
2. **License Fees.** Client agrees to pay the monthly license fees set forth below for its use of the Service. The monthly license fees are tiered, and Client's billing tier shall vary depending on Client's average monthly patient volume. Client may adjust its pricing tier with 30 days' prior written notice to Logical Software. Client may also prepay for 12 months at any time and receive a 5% discount on the total amount. Notwithstanding the foregoing, Client shall be invoiced, for the first three (3) months starting upon the effective date of this agreement at a rate of \$500 per month which shall include one hundred (100) searches per month. Searches do not rollover or accumulate and expire at the end of each month.
- a. **Pricing Tiers**
 - i. **Tier 1:** Includes up to 100 searches per month. Monthly license fee: **\$750.00.**
 - ii. **Tier 2:** Includes up to 200 searches per month. Monthly license fee: **\$1,250.00.**
 - iii. **Tier 3:** Includes up to 300 searches per month. Monthly license fee: **\$1,650.00.**
 - iv. **Tier 4:** Includes up to 400 searches per month. Monthly license fee: **\$2,000.00.**
 - v. **Overages:** Overage fee is calculated as \$10 per search
 - b. **Overage Fees for Additional Searches.** If Client exceeds its monthly included searches, Client will incur the overage charges set forth above based on the applicable pricing tier. Overage charges are calculated monthly and may be added to the next billing cycle's invoice or billed separately.
 - i. **Overage Notifications.** To assist Client in managing its usage and avoiding unexpected charges, Logical Software will provide automated alerts when Client has used 80%, 100%, and 120% of its included monthly searches.
 - ii. **Monitoring.** Client will have access to a near real-time dashboard to monitor search usage, overage status, and compliance with Client Data contribution requirements (as detailed in Section 4 below). Usage reports may become available for download or can be scheduled for regular delivery via email.

3.

Implementation Fee. Client agrees to pay a one-time, non-refundable implementation fee of one thousand dollars (\$1000.00) , which is due in full on or before the Effective Date. This fee covers account setup, configuration, and initial training necessary for Client's use of the Service. At Logical Software's sole discretion, Client may be permitted to pay the implementation fee in installments over a period not exceeding 90 days. If Client terminates or cancels the Service for any reason before the implementation fee is paid in full, the total outstanding balance shall become immediately due and payable, along with any other unpaid fees accrued under this Agreement. Client expressly agrees that failure to pay any portion of the implementation fee when due shall constitute a material breach of this Agreement, entitling Logical Software to pursue all available remedies, including suspension or termination of service and legal action for collection.

4. **Data Contribution Requirement.** As further material consideration for Revenue Logic providing the Service to Client, Client is required to contribute data (the "Client Data") from its revenue cycle management (RCM) processes to enhance Revenue Logic's data repository. Client agrees to submit the Client Data to Revenue Logic every month during the Term, within 15 days after the end of each month. The Client Data shall include relevant anonymized reimbursement data to improve the accuracy and comprehensiveness of the data repository.

- a. **Non-Contribution Surcharge.** If Client fails to provide the Client Data for a given month, a surcharge of \$500.00 per month will be applied, totaling \$500.00 at the end of the month but may be submitted at any time as an accumulation of months. Revenue Logic may but is not required to send Client a reminder to submit the Client Data: (i) at least 15 days before the submission deadline, and (ii) on the day of the submission deadline if the Client Data has not been received. If Client fails to provide the Client Data by the submission deadline, Logical Software will send a notice informing Client of the impending surcharge.

5. **Start Date.** The Service shall commence on the Effective Date, as defined in the TOS.

6. **Additional Services and Charges.**

- a. **Customization Services.** Client may request customization services from Logical Software, which will include: (i) development of custom data queries tailored to Client's specific needs; (ii) creation of bespoke reports and analytics; and (iii) integration services to connect the Service with Client's existing systems (e.g., electronic health records, billing systems, etc.). Such customization services will be billed at \$1000.00 per hour.
- b. **New Features/Add-Ons.** Client may be notified of new features or services as they become available. Adoption of new features may require Client's consent to updated terms and additional fees. Client may have the option to opt out of new features without affecting its existing services.

7. Term; Renewal.

- a. **Initial Term; Renewal.** The initial term of this Agreement shall be ninety (90) days from the Effective Date ("Initial Term"). During the Initial Term, either party may terminate this Agreement at any time, with or without cause, by providing written notice. Upon conclusion of the Initial Term, this Agreement shall automatically renew for a twelve (12) month term ("Renewal Term"), unless either party provides at least thirty (30) days' written notice of termination prior to the end of the Renewal Term. Following the Initial Term, either party may terminate the Agreement at any time during the Renewal Term by providing thirty (30) days' written notice.
- b. **Logical Software's Right to Terminate Early.** Notwithstanding the Term, and in addition to any early termination options Logical Software may have under the TOS, Logical Software may terminate the TOS early under the following circumstances by providing written notice of termination to Client:
 - i. If Client breaches the TOS or this Price List and fails to cure such breach within 5 days of the date it receives written notice from Logical Software describing the breach.
 - ii. At any time upon 30 days' prior written notice.

8. Conflict. In case of conflict between the TOS and this Price List, the terms of this Price List will take precedence.

9. Definitions. Capitalized terms used herein without definition will have the meanings ascribed to them in the TOS.