

WATER AUTHORITY MASA BENEFIT AGREEMENT - MEMBERSHIP

Water Authority Provided MASA Memberships

This Water Authority MASA Benefit Agreement (“**Agreement**”) is effective as of _____ (the “**Agreement Effective Date**,” and subject to Section 5 hereof, by and between the _____, Texas, a Texas municipality with a principal office at _____, TX _____ (“**Water Authority**”), and Medical Air Services Association, Inc., an Oklahoma corporation (“**MASA**”) with its principal executive office at 1301 International Parkway, Suite 300, Sunrise, FL 33323. This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Water Authority and MASA (individually, the “**Party**,” collectively, the “**Parties**”) and any of their affiliates concerning the subject matter set forth herein.

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain Membership (as defined herein) benefits and services including, without limitation, protection for a portion of the out of pocket-expenses incurred as a result of an emergent transport situation, including for certain emergency medical services (“**Services**”); and

WHEREAS, MASA offers an “**Essentials**” membership product (each a, “**Membership**” and collectively “**Products**”) that entitles those certain members (“**Members**”) to certain services as more fully described in the MSA, as described herein (“**Services**”); and

WHEREAS, Water Authority, a Texas municipality, as a provider of public water services pursuant to the Texas Water Code, Section 1.001 *et seq.* desires to offer Memberships to its water services customers of record (“**Customers**”) as a “voluntary contribution” pursuant to Section 13.143 of the Texas Water Code. Upon enrollment with MASA as MASA Members, such Customers and their eligible family members shall be considered “**Joint Customers**” of MASA and Water Authority.

NOW, THEREFORE, MASA and Water Authority agree as follows:

1. Term and Termination. This Agreement shall have a term of one (1) year from Effective Date (“**Initial Term**”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a “**Renewal Term**”) unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term. Upon the termination of this Agreement, for any reason, it shall be Water Authority’s obligation to notify Joint Customers of such termination and the impact on their Membership. MASA or Water Authority may terminate this Agreement immediately for any breach of this Agreement. Notwithstanding the foregoing, the City Council of Water Authority or MASA may terminate this Agreement without cause at any time upon providing thirty (30) days’ prior written notice to the other party.
2. Membership Services Agreement (“**MSA**”). All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA and Members, which such MSA may be supplemented from time-to-time by MASA including any MASA-determined expansion of MASA Membership protections to additional household members which are defined as those verifiable family members of Customers who can demonstrate through a legally verifiable record of address matching the applicable Customer address for the Water Authority water services account and dated on or before the date of service for which protection is being sought under such Membership. MASA shall provide a copy of the MSA to Water Authority and any Customers upon request.
3. Membership Fees & Rates.

Essentials Membership	\$6.75/monthly
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4. Member Enrollment. Water Authority represents and warrants that it has the authority to offer the MASA Memberships to the Water Authority Customer base pursuant to Section 13.143 of the Texas Water Code and that Water Authority shall offer such voluntary contribution in a voluntary manner that is compliant with the Texas Water Code. Water Authority shall begin the initial enrollment process on the Agreement Effective Date and shall end the initial enrollment process with sufficient time to allow MASA to complete the fulfillment process prior to _____ (the “**Enrollment Period**”). Following the Enrollment Period, enrollment may remain open for current and/or new Customers. Water Authority shall provide sufficient customer information to MASA in the form of a comprehensive and accurate “**Enrollment Roster**” listing only Water Authority customers who have opted to enroll in MSA Service Agreement, in order to allow MASA to facilitate Membership fulfillment prior to the Membership effective date for each such Member. Water Authority shall continue to maintain a voluntary process regarding any and all such Memberships including providing all required notices, annual or otherwise, to Customers and/or Joint Customers. Customers may withdraw at any time without prior notice to MASA. Water Authority shall communicate all Customer withdraws from Memberships to MASA in a timely manner. Water Authority shall provide all

enrollment changes directly to clientsuccess@masaglobal.com. In no event will changes be made effective after Sixty (60) days from the requested effective date of the change.

MASA will provide Water Authority with communication materials which may include program details, the protections MASA products provide, opt-out instructions, and other related messages. Water Authority shall provide sufficient information in all pre-enrollment Customer and Joint Customer materials advising Medicaid recipients that they are ineligible to enroll in a MASA Membership. Water Authority shall continue to provide information to Customers that such Joint Customers who become Medicaid recipients must disenroll in the MASA Membership in the event that they enroll in Medicaid.

Upon enrollment, MASA agrees to provide all new Members with an MSA that provides an explanation of MASA Services. MASA may communicate changes to the MSA through communications issued to Joint Customers by and/or through Water Authority, subject to MASA's prior written approval of such messaging and content. All communications to Customers and Joint Customers about MASA Memberships require MASA's prior written approval.

5. Effective Dates. The Agreement Effective Date is the date Water Authority agrees to offer MASA Products to its Customers. Each Members' Services become effective as of the Member's membership effective date ("**Membership Effective Date**"), which must be after the Agreement Effective Date, and the Agreement Effective Date shall run through the last surviving membership date. For a new Customer or current Customer who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new Customer is completed, unless prior written approval has been received from MASA.

For Customers that enroll as a Member during the initial Enrollment Period as defined in Section 3 above, the Membership Effective Date shall be _____.

6. Payment of Fees. Water Authority acknowledges and agrees that MASA's Services, Memberships, and obligations under this Agreement shall be contingent upon Water Authority's timely payment of Fees collected from Customers. Water Authority is obligated to pay all Membership Fees collected from Joint Customers and due and owing to MASA. In the event that a Customer does not remit a Fee or Membership Fee to Water Authority and/or Water Authority is unable to collect a Fee or Membership Fee from a Customer, the Parties agree that Water Authority shall not be responsible or liable for payment of those unremitted and/or uncollected Fees or Membership Fees to MASA. The Parties further agree that should any Customer fail to remit Fees for a period of sixty (60) days or more, the Customer shall be automatically opted out of the program. In the event Water Authority is delinquent on its payment of Fees, MASA shall have the right to stop providing the Services/Products under this Agreement and terminate this agreement in its entirety. Fees shall be due to MASA monthly and must be paid to MASA within thirty (30) days from the end of each calendar month. Waiver of such termination rights shall not prevent future enforcement of the same.

7. Membership Services and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer's reimbursement. Reasonable and customary expenses are determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer's determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. The Parties acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Membership intended to replace or take the place of primary insurance coverage.

By offering and/or providing Memberships to Customers, Water Authority represents and warrants that Water Authority shall advise Customers that primary health insurance that provide a level of coverage for emergency, ground, and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation are necessary prior to enrolling in a MASA Membership and that Customers who do not maintain primary coverage should not voluntarily enroll in a MASA Membership. Each Joint Customer, pursuant to the terms and conditions of the respective MSA, acknowledges and agrees that the Services provided are meant exclusively to supplement Joint Customer's health and/or other insurance coverage(s). For that purpose, in the event that Joint Customer fails to carry primary health insurance at time of claim, MASA shall be liable to Joint Customer for no more than 20% of Joint Customer's Out-of-Pocket Expenses, but in no event will MASA pay more than the maximum set forth in the MSA, per claim. Waiver of such termination rights shall not prevent future enforcement of the same.

8. Tax Consequences and Fiduciary Obligations. Water Authority acknowledges (1) that MASA shall not be liable for any tax consequences to Water Authority or to a Member that may result from the offer and/or provision of the Memberships described in this Agreement to Joint Customers; and (2) Water Authority is a fiduciary to its' Customers for the administration

of all Customer Services provided hereunder. Nothing contained herein shall be construed to limit any rights and/or remedies MASA is entitled to under applicable laws and MASA shall therefore maintain all such rights and remedies provided for under applicable laws.

- 9. Independent Contractor. MASA shall perform its obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of Water Authority for any purposes whatsoever.
- 10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principle of Texas or any other state. If legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie the state district courts of Tarrant County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____