Master Agreement

This Master Agreement is dated September 1, 2022 ("**Effective Date**").

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1. DEFINITIONS OF CERTAIN WORDS AND PHRASES USED THROUGHOUT THIS MASTER AGREEMENT.

1.1 "**Business Associate Agreement**" means a written addendum to this Agreement that specifically addresses the rights and obligations of SIS as a business associate to Client pursuant to 45 CFR 164.504(e).

1.2 "**Client**" means the legal entity or person specified in an Order as the Client.

1.3 "**Client Data**" means (i) all data, and other content, in any form or medium, submitted, posted, or otherwise transmitted by Client or an Authorized User to SIS in connection with the use of any Product or Service, and (ii) any information, data and other content generated by Client or SIS in connection with the Products or Services, but only to the extent such other information, data or content comprises, incorporates or embodies data or other content under subpart (i) or is a derivative of data or other content under subpart (i).

1.4 "**Documentation**" means the user guide, user instructions, release notes, manuals, and on-line help files generally made available by SIS to its clients regarding the use of Software, including, without limitation, the minimum hardware, software, web browser, operating system, and other system and configuration requirements for Client's access to and use of Products, as may be updated by SIS from time to time.

1.5 "**Maintenance and Support**" means Support, Error Corrections, and Software Updates, collectively, as further defined in section 7.

1.6 "**Notice**" means a written communication by Client or SIS to the other in the manner specified in section 18.4 below.

1.7 "**Order**" means an order, additional services agreement, statement of work, or other ordering document (each, an "**Order**") for Products or Services that is signed by SIS and Client and incorporates by reference this Master Agreement.

1.8 "**Product-Specific Terms**" means rights and obligations that are specific to a particular Product, as set forth on Attachment 1 – Product-Specific Terms or as may be specified in an Order.

1.9 "**Product**" means Subscription Services, Software, and Hardware made available by SIS as specified in an Order. "**SIS Product**" means the proprietary Products of SIS identified in an Order, which, depending on the SIS Product, may include SIS Software and related and excludes Third-Party Product and Open Source Software. "**Third-Party Product**" means a Product that includes one or more components provided by a third-party, that is bundled with or embedded in SIS Product. Third-Party Product does not include any software, system or service that is purchased, licensed, or otherwise procured by Client from a source other than SIS.

1.10 "**Service**" means Maintenance and Support, Hosting Services, and Professional Services such as set-up, implementation, upgrades, training, and related services.

1.11 "**SIS**" means Surgical Information Systems, LLC, Amkai LLC, or Source Medical Solutions, Inc., as specified in an Order.

1.12 "**SIS Data Center**" means one or more computer system facilities used by SIS to provide shared access to applications and data.

1.13 "**Software**" means the SIS Software, Third-Party Software, and Open Source Software. "**SIS Software**" means the object code version of the proprietary software of SIS and excludes Third-Party Software and Open Source Software. "**Third-Party Software**" means the object code of the computer programs of Third Party Products. For clarity, Third-Party Software does not include Open Source Software. "**Open Source Software**" means the object code and the source code of open source computer programs that are bundled with, embedded in, or used with Product.

1.14 "**Software License**" means a non-exclusive right and license to receive a copy and use the SIS Software and Third-Party Product specified in an Order.

1.15 "**Subscription Service**" means a cloud-based Software Product that is made accessible only over the Internet from one or more computer systems. Subscription Service does not grant a right to a copy of the Software Product.

2. ORDERS GENERALLY.

2.1 **Master Agreement**.   This Master Agreement shall apply to any Order that is dated on or after the Effective

Date of this Master Agreement and references the Master Agreement available on the SIS website (https://www.sisfirst.com/sislegalagreements). If the Order is silent with regard to a Master Agreement and there are no other Master Agreements signed by the applicable SIS entity and Client, then this Master Agreement shall apply. SIS may publish newer versions of the Master Agreement which will apply to Orders signed on or after the effective date of the newer version, but no newer version shall replace the version that applies to an Order as of the effective date of the Order, unless confirmed in writing signed by both SIS and Client.

2.2 **Product Use.** Each Order for Product will designate the ambulatory surgery center, surgical hospital, hospital, or clinic ("**Client Facility**") on behalf of which the Product may be used. Client's use of the Product will be limited to employees, physicians, contractors, agents, or consultants ("**Workforce**") who work for or are affiliated with Client or the Client Facility and have a need to access and use the Product solely for the benefit of Client and the Client Facility ("**Authorized Users**"). Client shall cause Authorized Users to comply with the limitations and restrictions on the use of the Products and Services as set forth in the Agreement. For an Order that also permits the use of Product for business entities that are affiliated with a Client Facility (for example, an anesthesia business entity), Authorized Users include the Workforce for that business entity.

2.3 **Third-Party Product and Open Source Software.** Each Order that includes Third-Party Product will specify the Third-Party Product and any additional Product-Specific Terms (which may be in this Master Agreement or set out in the Order itself). SIS reserves the right to substitute Third-Party Product, if no longer available from the Third-Party Product provider, with other Third-Party Product that is comparable to and achieves at least the same level of functionality as the Third-Party Product that is being replaced at no additional cost to Client. SIS may disclose the use of certain Open Source Software in an Order or Open Source License Terms that are either appended to or identified by reference in the Order or accompany the Third-party Software. For a Subscription Service, SIS will not be obligated to disclose any Open Source Software unless required by the applicable Open Source Software license. SIS agrees that, without Client's prior written consent, it will not include with the SIS Software any Open Source Software that would require the redistribution of any Client software, Client Data, or Client Confidential Information. SIS reserves the right to substitute Open Source Software at any time.

3. **PRODUCT – SUBSCRIPTION SERVICES.**

3.1 **Subscription Service**. This section applies to a Product that is specified in an Order as being delivered as a Subscription Service. For each Subscription Service, SIS grants to Client a non-exclusive, non-assignable, and non-transferable right to access and use the Product software and to input, store, and retrieve Client Data in the related online database that is hosted by SIS. Subscription Service includes Maintenance and Support.

3.2 **Subscription Service Term**. The initial term for a Subscription Service will be specified on the Order ("**Initial Subscription Service Term**"). At the end of the Initial Subscription Service Term, a Subscription Service will automatically renew for additional one-year periods (each, a "**Subscription Service Renewal Term**"). The Initial Subscription Service Term and all Subscription Service Renewal Terms comprise the "**Subscription Service Term.**" Either SIS or Client may cancel an Order for a Subscription Service at the end of the Initial Subscription Service Term or end of a Subscription Service Renewal Term without cause by sending Notice to the other of cancellation of the Order, at least ninety (90) days before the cancellation date; however, this right to cancel shall not be exercisable until the end of the Initial Subscription Service Terms for all Orders that are dependent on the Subscription Service in the Order being cancelled.

3.3 **Availability**. SIS will make available the Subscription Service to Client and Authorized Users via the Internet during a Subscription Service Term. SIS shall use commercially reasonable efforts to make a Subscription Service available twenty four hours per day, seven days per week, except for: (a) planned downtime (of which SIS shall communicate to Client at least seven hours prior, by the Client online portal and which SIS shall schedule to the extent reasonably practicable between 8 pm and 7 am Eastern Time); (b) unavailability caused by circumstances beyond the reasonable control of SIS, including, for example, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SIS workforce), Internet service provider failure or delay, or denial of service attack, but only to the extent unavailability results notwithstanding the exercise by SIS of reasonable care and due diligence to avoid or mitigate the unavailability in anticipation of or in response to such causes; or (c) unusual increase in the amount of data transferred on behalf of Client that, to preserve data and network integrity, requires limiting

or stopping all data transfer, to determine and resolve the source of the data spike.

3.4 **Use Restrictions**. Client's use of a Subscription Service shall be (a) for internal use only by Authorized Users, (b) for documentation of administrative and clinical processes only at the Client Facilities, (c) limited by the metrics and quantity specified in an Order that limit the use of the Subscription Services, (d) in accordance with the Documentation, and (e) subject to the other restrictions set forth in this Agreement. Client shall not directly or indirectly: (i) use a Subscription Service in any time-sharing, outsourcing, service bureau or similar arrangement or otherwise make any Subscription Service or Documentation available to, or use any Subscription Service or Documentation for the benefit of, anyone other than Client or Authorized Users, unless expressly stated otherwise in an Order or the Documentation; (ii) use the Subscription Service to process personal data that is subject to non-US laws regarding privacy, for example, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016; (iii) use the Subscription Services or the Confidential Information that is delivered with or embodied in a Subscription Service to create any software, service or documentation that is in any way similar to a Subscription Service; (iv) except as expressly provided in this Agreement, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify or commercially exploit the Subscription Services; (v) reverse engineer a Subscription Service, including use of any similar means to discover the source code of the underlying software, to discover the Confidential Information therein, or to otherwise circumvent any technological measures that control access to a Subscription Service; (vi) alter or remove any copyright, trademark, patent, proprietary, or other legal notice contained in any documents generated through use of a Subscription Service; (vii) use the Subscription Service in any system that provides medical care without the healthcare provider review, intervention, and participation; or (viii) use the Subscription Service to store data or files that are not intended for use with the Subscription Service.

4. **PRODUCT – SOFTWARE LICENSES.**

4.1 **Software License**.   This section applies to a Product that is specified in an Order as being made available under a Software License.   The Order will designate the Software License to be either a Perpetual License or Subscription License. Each Software License includes a license to the Documentation for that Software.

4.2 **Perpetual License**. A "**Perpetual License**" means a Software License that Client may use without expiration, unless the Perpetual License is terminated by SIS because of: (i) a failure by Client to timely pay the fees for the Perpetual License; (ii) a failure by Client to materially comply with the restrictions on use of the Software required by these Terms and the Master Agreement; or (iii) by mutual agreement of SIS and Client in writing. Upon termination of Maintenance and Support for any reason, Client must limit its use of the Software to archival backup and data retrieval only.

4.3 **Subscription License**.   A "**Subscription License**" means a Software License that Client may use for a specified period of time. A Subscription License includes Maintenance and Support. The initial term for a Subscription License will be specified on the Order ("**Initial Subscription License Term**"). At the end of the Initial Subscription License Term, a Subscription License will automatically renew for additional one-year periods (each, a "**Subscription License Renewal Term**").   The Initial Subscription License Term and all Subscription License Renewal Terms comprise the "**Subscription License Term**." Either SIS or Client may cancel an Order for a Subscription License at the end of the Initial Subscription License Term or end of a Subscription License Renewal Term without cause by sending a Notice to the other of cancellation of the Order, at least ninety (90) days before the cancellation date; however, this right to cancel shall not be exercisable until the end of the Initial Subscription License Terms for all Orders that are dependent on the Software in the Order being cancelled. Upon cancellation or termination of a Subscription License for any reason, Client must discontinue use of and cause the de-installation of the Software from all its systems and environments and provide written certification to SIS in a form acceptable to SIS within thirty (30) days of such termination.

4.4 **Copies**. With each Software License, Client is permitted to make a reasonable number of copies of the Software solely for archival, backup, training, and testing purposes, consistent with Client's normal archival, backup, and testing procedures; however, Client is permitted to make copies of the Open Source Software as needed, per the Open Source Software Terms. Client is permitted to make a reasonable number of copies of the Documentation solely for its own internal business purposes to support use of the Software in compliance with the terms of this Agreement. All proprietary rights and notices must be reproduced and included on all copies of the Software and Documentation. Some Third-Party Software may be limited by

hardware metrics as described in an Order which effectively limit the number of copies.

4.5 **Software License Use Restrictions.** The Software shall be used: (i) only by Authorized Users, (ii) at the Client Facility or data center under Client's control, (iii) as limited by the license metrics specified in an Order, (iv) in accordance with the Documentation, and (iv) subject to the other restrictions in this Master Agreement. Client may not, directly or indirectly: (a) use the Software or any of the Confidential Information of SIS or its suppliers' that is delivered with or embodied in the Software to create any software, service, or documentation that is in any way similar to the Software; (b) encumber, transfer, rent, donate, assign, lease, or otherwise use the Software in any time-sharing or service bureau arrangement; (c) except as expressly provided in this Agreement, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify or commercially exploit the Software; (d) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Software, including use of any similar means to discover the source code of the Software, to discover the Confidential Information therein, or to otherwise circumvent any technological measures that control access to the Software; (e) alter or remove any printed or on-screen copyright, trademark, patent, proprietary, or other legal notice contained on or in any Software or copies thereof; or (f) use the Software in any system that provides medical care without the healthcare provider review, intervention, and participation. The foregoing shall not apply to Open Source Software to the extent such uses are permitted under the Open Source Software Terms.

4.6 **Third-Party Software**. Client's use of Third-Party Software, if any, will be subject to the Third-Party License Terms that are either appended to or identified by reference in the Order or accompany the Third-Party Software, in addition to this Master Agreement and the Order. Client shall only use the Third-Party Software in connection with the SIS Software.

4.7 **Open Source Software.** SIS may deliver Open Source Software to Client with the SIS Software (as specified in an Order or Software Update release notes). Every license to SIS Software that includes Open Source Software will include the right to use the version of the Open Source Software provided by SIS with the other Software, subject to the Open Source License Terms. Client acknowledges that, while the Open Source Software may be made available to Client in both object code and source code, Client will not modify the Open Source Software for use with the SIS Software. Open Source Software, if any, shall be distributed, but not licensed by SIS, in accordance with the Open Source Terms that are included in the Order.

5. PRODUCT – HARDWARE.

5.1 This section applies to Orders that include Hardware. All Hardware is Third-Party Product. Unless otherwise described in an Order, Hardware is licensed, not sold, to Client for use only with designated Product and may not be used on a stand-alone basis. SIS will cause the Hardware to be delivered to Client per an installation schedule to be agreed to by SIS and Client. SIS bears the risk of loss or damage to Hardware until delivery to the Client Facility (or other address specified in the Order), at which time the risk of loss or damage transfers to Client. Any warranties are described in the Product-Specific Terms for the applicable Hardware.

6. SERVICE – HOSTING SERVICES.

6.1 **Hosting Service.** This section applies to Product specified as a Hosting Service. "**Hosting Service**" means a Service provided by SIS in connection with Software that has been licensed under a Perpetual License or Subscription License to Client ("**Hosted Software**"), to install and make the Hosted Software remotely available to Client from a SIS Data Center. For clarity, the Hosting Service is not a Subscription Service. SIS will provision the Hosted Software in a SIS Data Center, along with the minimum necessary operating system, database, and other software to run the Hosted Software as specified in the Documentation. SIS will also be responsible for providing connectivity to the Internet from a SIS Data Center. SIS will provide Support for the Hosting Service. SIS will deploy Software Updates so that the Hosted Software that is provisioned is a Current Version. SIS will communicate its plans for deployment of a Software Update to Client and Client will cooperate with the reasonable requests by SIS to transition to the Software Update. SIS will backup Client Data on a nightly or more frequent basis.

6.2 **Hosting Services Term**. The initial term for a Hosting Service will be specified on the Order ("**Initial Hosting Service Term**"). At the end of the Initial Hosting Service Term, a Hosting Service will automatically renew for additional one-year periods (each, a "**Hosting Service Renewal Term**"). The Initial Hosting Service Term and all Hosting Service Renewal Terms comprise the "**Hosting Service Term**." Either SIS or

Client may cancel an Order for a Hosting Service at the end of the Initial Hosting Service Term or end of a Hosting Service Renewal Term without cause by sending a Notice to the other of cancellation of the Order, at least ninety (90) days before the cancellation date; however, this right to cancel shall not be exercisable until the end of the Initial Hosting Service Terms for all Orders that are dependent on the Hosting Service in the Order being cancelled.

6.3 **Availability**. SIS will make available the Hosting Service to Client and Authorized Users via the Internet during a Hosting Term. SIS shall use commercially reasonable efforts to make a Hosting Service generally available twenty four hours per day, seven days per week, except for: (a) planned downtime (of which SIS shall communicate at least seven hours prior, by the Client online portal and which SIS shall schedule to the extent reasonably practicable between 8 pm and 7 am Eastern Time); (b) unavailability caused by circumstances beyond the reasonable control of SIS, including, for example, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SIS workforce), Internet service provider failure or delay, or denial of service attack, but only to the extent unavailability results notwithstanding the exercise by SIS of reasonable care and due diligence to avoid or mitigate the unavailability in anticipation of or in response to such causes; or (c) unusual increase in the amount of data transferred on behalf of Client that, to preserve data and network integrity, requires limiting or stopping all data transfer, to determine and resolve the source of the data spike.

7.   SERVICE – MAINTENANCE AND SUPPORT.

7.1 **Maintenance and Support for Products**. This section applies to Maintenance and Support Services. For Subscription Service Products and Subscription License Products, SIS will provide Maintenance and Support as part of and during a Subscription Service Term and Subscription License Term (as applicable). For Perpetual License Product: (a) SIS will provide Maintenance and Support during the initial term for Maintenance and Support specified on the Order ("**Initial Maintenance and Support Term**"); (b) at the end of the Initial Maintenance and Support Term, Maintenance and Support will automatically renew for additional one-year periods (each, a "**Maintenance and Support Renewal Term**"). The Initial Maintenance and Support Term and all Maintenance and Support Renewal Terms comprise the "**Maintenance and Support Term**;" and (c) either SIS or Client may cancel an Order for Maintenance and Support at the end of the Initial Maintenance and Support Term or end of a Maintenance and Support Renewal Term without cause by sending a Notice to the other of cancellation of the Order, at least ninety (90) days before the cancellation date; however, this right to cancel shall not be exercisable until the end of the Initial Maintenance and Support Terms for all Orders that are dependent on the Software in the Order being cancelled.

7.2 **Maintenance.** "**Maintenance**" means a Service by which SIS will make available to Client all Error Corrections, updates, enhancements, modifications, or changes (**"Software Updates"**) to the Product that SIS makes generally available to its other clients. SIS will provide Software Updates for a Third-Party Product as and when made generally available by the Third-Party Product Provider; provided, however, that SIS may, at its reasonable discretion, choose not to provide a Software Update for a Third-Party Product that is not compatible with the SIS Product.   Software Updates will not include new Products that SIS makes generally available on a basis separate and distinct from an existing Product and which is not merely an update or enhancement of functionality to the existing Product. SIS will use commercially reasonable efforts to provide an Error Correction for all verifiable and reproducible Errors in a Product. "**Error**" means a failure of the applicable Product to conform to the functional specifications described in its Documentation. "**Error Correction**" means any modification, workaround, or routine to correct the practical adverse effect of an Error. If a Product includes Third-Party Product, SIS will provide commercially reasonable efforts to work with its Third-Party Providers to obtain Error Corrections for the Third-Party Product.

7.3 **Support.** "**Support**" means a Service and online resources by which SIS will assist Client with: (i) resolving problems originating with the Product; and (ii) ad hoc inquiries about the proper use and functionality of the Product. SIS will respond to and resolve Client's request for Support based on the severity level within the response commitment time described in the Support Policy. SIS may revise the Support Policy by posting changes online or other reasonable method, but may not materially diminish the Support. SIS will provide one or more means of communication, for example, telephone, website, or email, to allow Authorized Users to contact SIS. To ensure protection of Confidential Information, Client shall register with SIS its Authorized Users that have the authority to contact SIS for Support ("**Support Contacts**"). Client shall immediately advise SIS if a Support Contact no longer has such authority. SIS may rely on the authorization of Support

Contacts when making any changes to the Client's configuration of a Product. SIS is under no obligation to provide Support with respect to: (i) Client's use of the Product that does not meet the minimum hardware, software, operating system, and other system and configuration requirements described in the Documentation; (ii) assistance with installation or configuration of Client's hardware or network; (iii) access from Client's systems to the Internet; or (iv) any software not supplied by SIS. Support is not intended to be a replacement for training services.

7.4 **Changes to Legal Requirements.** SIS will use reasonable commercial efforts to provide Software Updates so that a Product, when used according to the SIS Documentation, will support compliance by Client with U.S. federal, state, and local regulatory requirements. However, because information about changes to certain state and local laws ("**Local Law**") is not always timely available to SIS, Client agrees to send a Notice (which may be email to LegalBAA@SISFirst.com) to SIS promptly after becoming aware of Local Law changes that may require SIS to provide a Software Update or work-around. For Local Law changes, SIS reserves the right to provide such modifications pursuant to a mutually agreed upon Order, provided that: (a) SIS will allocate the total cost associated with such changes among similarly situated clients on an equitable basis; and (b) if within ninety (90) days of the Notice by Client, (i) SIS is unable to provide a Software Update or work-around or routine intended to correct the practical adverse effect of such state, local, or other regulatory requirement or (ii) the parties do not sign an Order to provide such modifications, then Client may send Notice to terminate the applicable Order or the Agreement which shall be Client's sole remedy.

7.5 **Current Versions.** For Subscription Service Products, SIS will provide Support for the Software Update in the production environment of a SIS Data Center. For Perpetual License Products and Subscription License Products: (a) SIS will provide Support only for the then-current Software Update and the immediately previous Software Update for a Product ("**Current Versions**"); however, SIS will provide Support for each Software Update for at least one year from the date SIS first makes that Software Update generally available for delivery or download to its clients; (b) If Client desires to receive Support for versions other than Current Versions, Client shall request such Support from SIS. Upon receipt of such request, SIS may elect in its sole discretion whether to provide such Support. Unless an Order provides otherwise, if SIS elects to provide such Support, then SIS may adjust the Support Fees for the next six months of the Support Term in its discretion, but not to exceed an additional fifty percent (50%) of the then-applicable Support Fee, and thereafter not to exceed an additional one hundred percent (100%) of the then-applicable Support Fee.

8. SERVICE - PROFESSIONAL SERVICES.

8.1 **Professional Services.** This section applies to Professional Services specified in an Order. "**Professional Services**" mean professional services to be provided by SIS as described in an Order. Unless otherwise stated in an Order, if SIS is unable to complete the Professional Services within twelve months of the effective date of the Order due to Client's delay, the Professional Services will be deemed completed by SIS unless the parties agree in writing to an extension of time which may require the payment of additional fees for such Services.

8.2 **On Site Personnel and Travel Expenses.** SIS will deliver all Professional Services remotely, unless otherwise agreed to in an Order in which case: (a) SIS shall cause its personnel to comply with all of Client's reasonable security policies and other rules, and regulations that are provided to SIS in writing while those personnel are at the Client Facility; and (b) Client will reimburse SIS for actual, reasonable travel, living, and other incidental expenses incurred by SIS personnel, provided that Client pre-approves a budget for such expenses in advance and SIS provides receipts for expenses greater than $25 and other pertinent backup documentation with invoices that include charges for expenses. SIS will make its Employee Travel Reimbursement Policy available to Client, upon request.

8.3 **Installation of Software Updates.** For Subscription Services, SIS will install all Software Updates and Error Corrections as part of the Subscription Service. Unless otherwise provided in an Order, Perpetual License Software and Subscription License Software: (a) SIS will install Software Updates for Client when it makes Software Updates generally available but reserves the right to charge fees for a particular installation event outside regular business hours for Support (per the Support Policy); (b) Client will permit SIS to install a Software Update within ninety days that SIS notifies Client that a Software Update is generally available; and (c) SIS may request that install an Error Correction as soon as possible after SIS makes it available to Client.

9. CLIENT SYSTEMS AND CLIENT DATA

9.1 **Hardware, Other Software, and Other Systems**. Except for Product specified in an Order that includes Hardware, Client shall be responsible for the procurement, installation, maintenance and support of any hardware, software, network or other computing or communications systems ("**Client Hardware**") as described in the Documentation, that is either: (a) necessary to run Perpetual License Product or Subscription License Product at Client's facility or data center; or (b) in the case of Subscription Services and Hosting Services, to connect to a SIS Data Center from the Client Facility. Client shall make timely decisions and provide approvals and provide access to such information, facilities, personnel, and equipment as may be reasonably required by SIS in order to provide Maintenance and Support and Professional Services.

9.2 **Interfaces**. If an Order includes one or more SIS Products that comprise an interface or connectivity ("**Interface**") to a system that is procured by Client from another software or system provider ("**Outside Vendor**"), Client shall obtain for SIS, on a timely basis, any permissions, licenses or approvals that are required (a) for SIS to provide the Interface; and (b) for SIS to receive, use, store, and transmit all data or other content sent inbound to SIS Products through the Interface. If SIS builds the Interface based on and in accordance with the specifications of the Outside Vendor, SIS shall not be responsible for data errors caused by errors in the Outside Vendors specifications or service.

9.3 **Software on Client's System**. For Product that Client runs on its own systems (that is, not made available as a Subscription Service or Hosted Software): (a) Client is responsible for testing the Product in a test environment, including all Error Corrections and Software Updates, and the integrity of data prior to deployment of the Product, a Software Update, or an Error Correction in Client's production environment; (b) Client will take appropriate steps, both before installation of the Product and at all times thereafter, to back up and protect Client's own data and programs, including the Software, and to protect Client's equipment from any damage. If the Licensed Software is a cause of a loss of Client's data, SIS shall be responsible for its proportionate share of the reasonable and necessary cost of reconstruction of data lost up to two business days prior to the event giving rise to the loss. EXCEPT AS PROVIDED IN THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO SECTION 16.114,   THE FOREGOING STATES THE ENTIRE LIABILITY OF SIS AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM OF LOSS OF CLIENT'S DATA. Client is solely responsible for all other reconstruction, replacement, repair, or re-creation of lost programs, data, or equipment for any reason whatsoever; and (c) Client and SIS will mutually agree upon and coordinate all security protocols involving remote access by SIS into Client systems that is necessary for SIS to provide Support or Professional Services. In the event Client desires SIS to adhere to or use a specific security protocol and doing so will require SIS to incur a material cost, Client shall reimburse SIS for such cost.

9.4 **Client Data**. As between SIS and Client, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Client Data, including all Intellectual Property rights relating thereto, subject only to the limited licenses granted herein. Client grants to SIS a limited-term license to host, copy, transmit, and display Client Data as necessary for SIS to provide a Subscription Service, Support, Professional Services and Documentation to Client. Client grants to SIS non-exclusive irrevocable license (i) to use Client Data for internal general testing and training purposes and (ii) to use, copy, modify, display, distribute, and sublicense de-identified Client Data, provided that such data is and remains de-identified in accordance with the Business Associate Agreement, and does not identify Client or its healthcare workers when displayed or distributed to third parties.

9.5 **Client Data Return**. This subsection applies to Subscription Services and Hosting Services. Upon the termination of an Order or the Agreement for any reason, SIS will hold Client Data for an additional thirty (30) days. Upon Client's request, SIS will make Client Data available (at no cost) to Client for export or download in any format that SIS makes generally available to clients as provided in the Documentation. Client may engage SIS to provide a copy of the Client Data in another format, but SIS reserves the right to charge a reasonable fee at its then-standard rates. After such thirty-day period, SIS will have no obligation to maintain or provide any Client Data and may thereafter delete or destroy all copies of Client Data in SIS systems or otherwise in the possession or control of SIS, unless legally prohibited, subject to obligations regarding security, privacy, and confidentiality of Client Data and protected health information (under the Business Associate Agreement). This section shall survive termination of the Agreement.

10. **SECURITY**

10.1 **SIS Security.** SIS will maintain administrative, physical, and technical safeguards for protection of the

security, confidentiality, and integrity of Client Data, in addition to the requirements under the Business Associate Agreement. SIS shall maintain a written information security program that includes appropriate technical and organizational security measures, that comply with recognized security and business continuity standards, guidelines and frameworks commonly used in the healthcare services industry.   SIS's information security program shall, at a minimum, be designed to: (i) insure the security, integrity and confidentiality of Client's Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Client's Confidential Information; (iii) protect against unauthorized access to or use of Client's Confidential Information that could result in substantial harm or inconvenience to Client or the person or entity to whom such information relates; and (iv) ensure the proper disposal of Client's Confidential Information in accordance with the requirements of the Agreement and applicable law.

10.2   **Authorized User Credentials**. Client and its Authorized Users shall use commercially reasonable efforts to maintain the confidentiality of all Authorized User credentials (such as username and password) to the Software, Subscription Services and Hosting Services (as applicable). Client shall advise SIS Support as soon as possible (but no less than five days) when an Authorized User for Subscription Service or Hosting Service is no longer authorized, to allow SIS to cancel the previously assigned user account.

10.3   **Client Acceptable Use**. Client and its Authorized Users shall refrain from using Software, a Subscription Service, or Hosting Service, or SIS Data Center to: (a) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of privacy law; (b) store or transmit malicious code; (c) knowingly interfere with or disrupt the integrity or performance of a Subscription Service or Hosting Service or data contained therein or a SIS Data Center; (d) attempt to gain unauthorized access to a Subscription Service, Hosting Service, or a SIS Data Center; or (e) knowingly permit direct or indirect access to or use of a Product in a way that circumvents a contractual usage limit. Client and its Authorized Users shall not use a Subscription Service, Hosting Service, or a SIS Data Center as a source or intermediary for Internet packet flooding, packet corruption, denial of service, or other abusive activities or to interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network, or account for which Client does not have authorization to access or at a level exceeding its authorization.

10.4   **Suspension for Security Violations**. SIS reserves the right, upon Notice (which may be by email or by phone as reasonable) to Client and a reasonable opportunity for Client to cure, to suspend Client's authorization to a Subscription Service or a SIS Data Center temporarily for Client's material breach of these obligations, but only in the event suspending Client's access is reasonably necessary protect from material harm the stability or security of a SIS Data Center.   In the event of any such suspension, SIS shall immediately restore access once the threat to the stability or security of a SIS Data Center has been remediated.

10.5   **Virus Protection**. Prior to each release to Client (whether by Delivery or by upload to a SIS Data Center) of SIS Software or any SIS Software Update (collectively, "Code"), SIS shall cause the Code to be processed by one or more current, industry-standard Virus detection programs. SIS will not release any Code to Client that SIS knows has a Virus. SIS does not warrant that Code is completely free of Viruses. "Virus" means computer code that is not a normal feature of the Code that is designed or intended to have any of the following functions: (i) disrupting, disabling, harming, otherwise substantially impeding the normal operation of, or providing unauthorized access to, such Code, a computer system or network, software, or other device; or (ii) damaging or destroying any data file without the user's consent.

11.   CONFIDENTIAL INFORMATION; OTHER IP RIGHTS.

11.1   **Definition. "Confidential Information"** means any information that is of value to its owner or is required to be kept confidential by contract or otherwise, and is treated as confidential, that is disclosed by or on behalf of the discloser or otherwise directly or indirectly obtained from the discloser. Confidential Information of SIS includes, but is not limited to, its trade secrets, the Software in source code, object code, Documentation, data schema, benchmark and performance test results, unpublished financial information, product and business plans, and the terms and conditions (but not the existence) of this Agreement. Confidential information of Client includes but is not limited to Client Data, patient information, or other operational, clinical, administrative, medical, or financial data, documentation, or information regarding the Client Facility.   Confidential Information does not include information (i) generally known to the public through no act or omission of recipient; (ii) independently developed by the recipient without use of or reference to the discloser's Confidential Information; and (iii) obtained by recipient from any third-party not owing any confidentiality obligation to the discloser.

11.2 **Protection.** During the course of meeting obligations under this Agreement, Client, and SIS (each "**Discloser**") may be exposed to or provided with certain Confidential Information of the other ("**Receiver**"). Receiver shall protect Discloser's Confidential Information from unauthorized dissemination and use with the same degree of care that each uses to protect its own Confidential Information, but in no event less than a reasonable amount of care.

11.3 **Use.** Except as required by law or with express consent of Discloser, Receiver and its employees will not use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement and as may be required to report to Receiver's Affiliates, attorneys, auditors, insurers, vendors, and subcontractors who have a need for such information in connection with their engagement ("**Authorized Recipients**"). Receiver shall ensure that Authorized Recipients are bound by written non-disclosure obligations and use limitations (or by equivalent professional obligation) that are the same or more protective than those in this section 11. Receiver shall be responsible to the Discloser for unauthorized disclosures or use by Authorized Recipients.

11.4 **Legal Requirements.** If Receiver becomes required by law to disclose Discloser's Confidential Information, Receiver must provide Notice as soon as reasonably possible of such required disclosure (the notice to SIS may be sent by email to LegalBAA@SISFirst.com), if permitted by law, to Discloser to allow Discloser a reasonable opportunity to prevent or limit the third-party disclosure.

11.5 **Client Data.** Client grants to SIS a limited-term license to host, copy, transmit, and display Client Data as necessary for SIS to provide a Product, Support, Professional Services and Documentation to Client. Client grants to SIS non-exclusive irrevocable license (i) to use for internal general testing and training purposes and (ii) to use, copy, modify, display, distribute, and sublicense de-identified Client Data, provided that such data is and remains de-identified in accordance with the Business Associate Agreement, and does not identify Client or its healthcare workers when displayed or distributed to third parties.

11.6 **Term and Termination.** The responsibilities under this section (Confidential Information; and Other IP Rights) shall continue during the term of each Order and thereafter: a) for trade secrets so long as such Confidential Information remains a trade secret and (b) for two years thereafter for Confidential Information that is not a trade secret under law.

11.7 **SIS Reservation of Rights**. All Intellectual Property rights in and to the Products and Documentation, any deliverable with Professional Services, and Third-Party Product not expressly granted in this Agreement are reserved to SIS or Third-Party Product Providers, as applicable. No rights are granted by implication. Client shall not take any action inconsistent with such title and ownership. "Intellectual Property" means any and all rights existing from time to time in any jurisdiction under copyright law, patent law, trade secret law, confidential information law, trademark law, unfair competition law, or other similar rights that SIS owns or to which SIS has received a license. SIS may freely use any feedback, suggestions, or proposed modifications about a Product communicated by Client to SIS, without limitation and, as between SIS and Client, SIS will exclusively own the Intellectual Property resulting from such feedback.

11.8 **License to the Government**. If any Product is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees that, if the Product is classified as "software", such software is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with SIS to the contrary, the Government's rights with respect to such software are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227.19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202

11.9 **Export.** Client hereby agrees not to knowingly, directly or indirectly, without prior written consent, if required, of the office of Export Administration of the US Department of Commerce, Washington D.C. 20230, export or transmit any Product to any country, person, or entity to which such transmission is restricted by applicable regulations or statutes.

12. BUSINESS ASSOCIATE AGREEMENT.

Client and SIS acknowledge that (a) Client is a healthcare provider or a contractor to a healthcare provider; and (b) SIS is a business associate to Client as SIS may need to access, transmit and store protected health information and other personally identifiable data of Client as necessary to provide the Products or Services. SIS and Client have already or will sign contemporaneously with an Order Business Associate Agreement to comply with applicable law to protect such protected health information and personally identifiable data.

13. INVOICES; FEES; TAXES; CONSEQUENCES OF NON-PAYMENT.

13.1 **Invoices.** Client agrees to receive SIS invoices by email and will provide name, title, address, email, and phone number of its billing contact ("**Billing Contact**"). Client agrees to timely notify SIS on any change to the Billing Contact; and, if failure to so do results in an invoice going to the wrong person or being returned to SIS, the invoice shall be deemed received by Client when sent by SIS.

13.2 **Payment.** Client agrees to pay invoices within thirty (30) days from invoice date, unless the invoice indicates payment is due immediately per the applicable Order. All invoices are payable in U.S. dollars. Client may elect to pay invoices by check, ACH transfer, or credit card. However, if client elects ACH or credit card, all invoices (not just some) shall be payable in that manner. SIS may charge a convenience fee of not more than three percent (3%) for payments made by credit card, unless not permitted by applicable law. Client shall be responsible for all fees per the Orders and failure to receive an invoice for a fee shall not be a waiver of Client's responsibility.

13.3 **Recurring Fees.** For any recurring fees whether for Subscription Services, Subscription Software Licenses, Maintenance and Support or Hosting Services, each a "**Recurring Fee**":

(a) unless otherwise specified on an Order, Client shall pay the recurring fees: (a) if paid by check, each quarter in advance, on January 1, April 1, July 1, and October 1; or (b) if paid by ACH or with credit card, each month in advance by the first of the month. If the first recurring fee begins after the first day of a quarter or month, the fee will be prorated on a daily basis to the end of the quarter or month (as applicable); and

(b) unless specified on the Order, SIS may increase the Recurring Fee after the first anniversary of the Order effective date, and then only on January 1 of each year. During the Initial Subscription Services Term, the Initial Subscription License Term, Initial Maintenance and Support Term, or Initial Hosting Term (as applicable to an Order), the increase will be limited to no more than CPI-MCS (percent change in the Consumer Price Index for All Urban Consumers, U.S. City Average, for Medical Care Services (1982-1984 = 100) as published by the Bureau of Labor Statistics of the Department of Labor, for the twelve months ending August of the preceding year. If the Bureau of Labor Statistics stops publishing the CPI MCS, the parties shall substitute another comparable measure published by a mutually agreeable source. However, if such change is merely to redefine the base period for the CPI MCS from 1982-1984 to some other period, the parties shall continue to use the CPI MCS but will, if necessary, convert the two CPIs being compared to the same basis by multiplying one of them by the appropriate conversion factor.

13.4 **Fees for Perpetual Software Licenses.** Unless specified on the Order, Client shall pay the fee for a Perpetual License upon invoice and payment shall not be contingent upon the performance of any services by SIS.

13.5 **Fees and Expenses for Professional Services.** Fees that are specified as "hourly" or "time and materials" will be charged based on the hourly rate multiplied by the time spent by the SIS associate performing the services and will be invoiced at least monthly. Fees that are described as a "fixed fee" (or similar) will be a fixed amount, to be invoiced per the Order (or if not specified, within thirty (30) days of the Order effective date). SIS will invoice for Travel Expenses as and when incurred.

13.6 **Late Payment Charges.** SIS may charge a fee on any amount that is not timely paid ("**Overdue Balance**"), at a rate that is the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law, until Overdue Balance is paid.

13.7 **Consequences of Non-payment**. If Client fails to timely pay any amounts due for any Product or Service and until Client's account is brought current, SIS may, in its sole discretion choose to: (a) restrict Client's use of all its Subscription Services and Hosting Services (as applicable) to read-only; (b) suspend Maintenance and Support and Professional Services under all Orders; or (c) both. SIS shall send thirty days' prior Notice to Client to the email to which SIS sends invoices (or to the mailing address for notices, at SIS's sole discretion) prior to exercising one of these rights. SIS will not exercise its right to suspend if Client has sent Notice of dispute (which may be to AR@SISFirst.com) of an invoice within thirty (30) days of receipt of the invoice, is reasonably and in good faith disputing the applicable charges and is cooperating diligently with SIS to resolve the dispute. Client's failure to timely pay any amounts due for any Product or Service shall be a material breach of this Agreement.

13.8 **Taxes.** Client agrees to pay all personal property, sales tax, excise tax (including, but not limited to the U.S. medical device excise tax which shall be considered an expense reimbursement), use tax, and other taxes (excluding taxes based upon SIS' net income) and license and registration fees, and other assessments or

charges levied or imposed by any governmental body or agency as a result of the signing or performance of the Agreement, invoiced in a timely fashion. Any amount due from Client for such taxes shall be paid directly by Client, where appropriate, or shall be reimbursed to SIS for payment thereof by SIS. In the event Client or the transactions contemplated by the Agreement are exempt from the foregoing taxes, fees, assessments, or charges, Client agrees to provide SIS as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to SIS.

13.9 **Audit**. During the term of an Order and for a period of one year following its expiration or termination, Client shall maintain and make available to SIS its records sufficient to permit SIS or an independent auditor retained by SIS to verify, upon ten (10) days' Notice, Client's compliance with the terms of the Order; provided, that such audit shall be performed no more than once in any twelve-month period, during regular business hours and subject to Client's reasonable confidentiality requirements. If an audit reveals any material noncompliance by Client of this Agreement for any reason, Client shall reimburse SIS for the reasonable out-of-pocket expenses of such audit (including, but not limited to the fees of an independent auditor) incurred by SIS.

14. WARRANTIES; DISCLAIMERS; AND EXCLUSIVE REMEDIES.

14.1 **Limited Software Warranty and Remedy.**

(a) **SIS Software Warranty.** SIS warrants that during the term of an Order, the SIS Software specified in such Order will materially perform in accordance with the Master Agreement, the Order, and the Documentation ("**SIS Software Warranty**"). SIS will not be responsible for a failure of the SIS Software to perform because of: (a) a failure by Client or Authorized User to use the Product according to the Documentation; (b) the use of the Product by someone (other than a person authorized by SIS or an Authorized User) with Client's knowledge or resulting from a failure by Client to exercise its obligations regarding system security; or (c) interactivity with or data received from a computer system that is not provided by SIS. The SIS Software Warranty does not apply if the SIS Software has been altered, except by SIS or its authorized agents, not been installed, operated, repaired, or maintained in accordance with the Documentation, or been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. In addition, the Software Warranty will not apply to non-conformities caused by Client's access to, or manipulation, modification, or extraction of, any data (including record data and configuration data), at the database level, or without going through a user interface provided by SIS or integration methods approved by SIS.

(b) **Limited Remedy.** Client shall initiate a claim under the SIS Software Warranty ("**SIS Software Warranty Claim**") within 30 days after Client's discovery of the facts giving rise to the claim, by Notice to SIS describing the deficiency in detail. If the SIS Software Warranty Claim arises during the Initial Warranty Term, SIS shall have sixty days to correct the deficiency. If the SIS Software Warranty Claim arises after the Initial Warranty Term, SIS shall have sixty days to correct the deficiency that caused the warranty breach or provide a reasonable work-around to the deficiency. If SIS is unable to correct the deficiency (or provide a work-around as applicable) within sixty days after receiving the SIS Software Warranty Claim, Client's remedy ("**Limited Remedy**") shall be as follows: (i) if the SIS Software Warranty Claim arises during the Initial Warranty Term, Client may terminate the Product License, Subscription Service, Subscription License, Hosting Service, and related Maintenance and Support for the affected Product (and any Product that is dependent on the affected Product) and SIS will refund the fees paid related to the cancelled Products; and (ii) if the SIS Software Warranty Claim arises after the Initial Warranty Term, Client may terminate the Product License, Subscription Service, Subscription License, Hosting Service, Professional Services, and related Maintenance and Support for the affected Product (and any Product that is dependent on the affected Product) and SIS will refund any pre-paid fees for Subscription Service, Subscription, and Maintenance & Support (as applicable) for the cancelled Products for the time period after termination. The Limited Remedy is Client's exclusive remedy with respect to a SIS Software Warranty Claim.

(c) **Initial Warranty Term.** "**Initial Warranty Term**" means: (a) with respect to Perpetual License and Subscription License Software, from the Order effective date through ninety days after installation of the Software, but in no event longer than one year after first Delivery of the Software. "**Delivery**" of Software shall be deemed to occur upon the earlier of initial delivery of the Software by SIS to a commercial shipper addressed to Client; or the initial date the Software or license keys are made available by SIS for download by Client; and (b) with respect to Subscription Services, from the Order effective date through

thirty days after go-live of the Product (that is, the date Client first uses the Product to enter patient data), but in no event longer than one year after the delivery by SIS to Client of the first Authorized User credentials (such as a log-in account).

14.2 **Third-Party Product**. Client acknowledges and agrees that any warranties applying to the Third-Party Products are limited to those, if any, offered under the applicable Product-Specific Terms. SIS hereby transfers and assigns to Client all transferable end user warranties to the Third-Party Software. SIS shall have no liability for any implied warranties relating to the Third-Party Software.

14.3 **Open Source Software**. Client acknowledges and agrees that any warranties applying to the Open Source Software are limited to those, if any, offered under the applicable Open Source Software License Terms. SIS hereby transfers and assigns to Client all transferable end user warranties, if any, to the Open Source Software. SIS shall have no liability for any implied warranties relating to the Open Source Software.

14.4 **Professional Services Warranty.** SIS warrants that its performance of Professional Services will materially conform to applicable industry standards, the requirements of this Master Agreement, and if applicable, any statement of work in an Order. Client's remedy for breach of this warranty shall be the re-performance or correction by SIS of the deficient Professional Services that caused the breach of the warranty within a reasonable time, upon Client's Notice to SIS of the deficiency , which notice should be prompt and in no event given later than thirty (30) days from the breach. If SIS is unable to re-perform or correct the Professional Services as warranted within a reasonable time from its receipt of this Notice from Client, SIS will refund the fees or portion thereof applicable to the deficient Professional Services.

14.5 **Federal Healthcare Program Warranty.** SIS warrants that during the term of the Agreement, SIS, its employees, and subcontractors shall not be excluded from participation in federal healthcare programs. SIS will verify whether any of its workforce has been excluded from federal healthcare programs. SIS will immediately notify Client in writing upon learning of such an exclusion. Client may terminate this Agreement for cause for breach of this warranty.

14.6 **Disclaimers**. EXCEPT AS SET FORTH IN THIS SECTION (WARRANTIES; DISCLAIMERS; AND EXCLUSIVE REMEDIES) AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW: (A) SIS DOES NOT WARRANT THAT THE PRODUCTS WILL BE ERROR-FREE; (B) SIS DOES NOT WARRANT THAT IT WILL CORRECT ALL ERRORS; (C) SIS DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS THAT ARE NOT SET FORTH IN AN ORDER, THIS MASTER AGREEMENT, OR IN THE DOCUMENTATION. SIS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES (INCLUDING OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE) OR WARRANTIES ARISING FROM USAGE, CONDUCT, OR COURSE OF TRADE; AND (D) SIS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, CONDITION, OR AGREEMENT WITH RESPECT TO THE PRODUCTS, DOCUMENTATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES, OR THIRD-PARTY PRODUCTS.

14.7 **Exclusive Remedy.** Unless otherwise stated in an Order, this section (Warranties; Disclaimers; and Exclusive Remedies) states the sole and entire liability of SIS and Client's exclusive remedies with respect to the warranties in this section 14. SIS shall not be obligated to correct any breach of the warranties if Client has not notified SIS of the specific existence and nature of such breach promptly and in accordance with this Master Agreement during the applicable warranty term.

15. INDEMNITIES; INSURANCE.

15.1 **Intellectual Property Infringement.** SIS will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third-party alleging that any Product infringes or misappropriates such third-party's intellectual property rights ("**IP Claim**"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by SIS in writing of, an IP Claim. If a Product becomes, or in opinion of SIS is likely to become, the subject of a claim of infringement, SIS may, at its sole option and expense, (i) obtain for Client the right to continue using the Product; (ii) replace or modify the affected Product so that it becomes non-infringing while providing substantially equivalent functionality; or (iii) if such remedies are not available on commercially reasonable terms as determined by SIS, terminate use for the affected portion of the Product and refund any pre-paid fees for the affected Product. SIS shall have no liability for infringement claims that are based on or arise from Client's use of a Product that is not in accordance with the Documentation or the Agreement. THE FOREGOING STATES CLIENT'S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

15.2 **Personal Injury or Property Damage**. Client and SIS each shall defend and indemnify the other against

any third-party claim of personal injury or property damage arising from the actions or failures of the Indemnitor's employees or contractors, limited to the extent such injury or damage was caused by the negligence of or breach of this Agreement by the indemnitee.

15.3 **Unpermitted Use of Product**. Client shall defend and indemnify SIS from and against all third-party claims and damages arising from or related to any unpermitted use of a Product negligently or intentionally caused by or allowed by Client.

15.4 **Response to Legal Inquiry.** Client shall reimburse SIS reasonable attorney fees and costs incurred to respond to legal requests for documents or information about or from a patient or patient's representative for matters other than responses required by SIS under the Business Associate Agreement (for example, subpoena related to personal injury litigation or request under HIPAA or other state privacy law).

15.5 **Process.** The indemnifications provided in this section (Indemnities; Insurance) are conditioned (i) on the indemnitee giving the indemnitor prompt written notice of such claim, (ii) the beneficiary of this obligation ("**Beneficiary**") giving the party with the obligation to defend ("**Defender**") prompt written notice of such claim; (iii) the Beneficiary providing its full cooperation in the defense of such claim, if requested by the Defender and at the Defender's expense; and (iv) Beneficiary granting Defender the sole authority to defend or settle the claim, provided however, that Defender shall not admit the fault of Beneficiary in connection with the defense or settlement of such claim without the Beneficiary's prior written consent; additionally, Beneficiary may engage legal counsel to monitor, but not control, any such claim at Defender's expense.

15.6 **Insurance**. SIS will maintain during the term of the Agreement commercial general liability insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, automobile liability insurance with limits of no less than $1,000,000 combined single limit coverage, and statutory Worker's Compensation insurance.

16. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES.

16.1 **LIMITATION OF LIABILITY.** THE LIABILTY OF SIS OR CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED: (a) THE FEES PAID BY CLIENT PURSUANT TO THE APPLICABLE ORDER DURING THE ONE YEAR PRECEDING THE INJURY IN QUESTION, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO SUCH ORDER; OR (b) THE FEES PAID BY CLIENT PURSUANT TO THE AGREEMENT DURING THE YEAR PRECEDING THE INJURY IN QUESTION, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT.

16.2 **EXCLUSION OF DAMAGES**. NEITHER CLIENT NOR SIS SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF GOODWILL, LOSS OF REPUTATION, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD-PARTY REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO THE OTHER PARTY AND REGARDLESS OF WHETHER THE OTHER PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

16.3 **EXCEPTIONS.** THE LIMITATION OF LIABLITY IN SECTION 16.1 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW; TO CLAIMS UNDER SECTION 15.1 (INTELLECTUAL PROPERTY INFRINGEMENT), SECTION 11. (CONFIDENTIAL INFORMATION), SECTION 12. (BUSINESS ASSOCIATE AGREEMENT), AND SUBSECTIONS 15.1, 15.2, AND 15.3 (INDEMNITIES), NOR SHALL IT BE USED TO LIMIT CLIENT'S OBLIGATION TO PAY FEES TO SIS OTHERWISE AGREED TO UNDER AN ORDER FOR THE FULL TERM OF SUCH ORDER.

16.4 **No Medical Advice.** Client acknowledges that the (a) Software is not intended to provide medical advice, to determine or recommend an appropriate course of action for any individual patient, or to otherwise provide healthcare professional services; and (b) only a licensed healthcare provider can make such determinations or recommendations or to provide such advice or services. SIS disclaims all responsibility or liability for the consequences of any medical decision made by Client or any other person with access to or use of information in or produced by the Software. Client shall have sole responsibility for the accuracy and adequacy of information and data that is imported into a Subscription Service, except with respect to the integrity of data imported or exported by way of an interface provided by SIS to Client.

17. RELATIONSHIP OF SIS AND CLIENT.

17.1 **No Agency; Independent Contractors**. SIS is an independent contractor to Client. Nothing in this Agreement is intended to confer on Client or SIS the rights or obligations of a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. SIS may subcontract any work under this Agreement to any third-party without Client's prior written consent. There are no third-party beneficiaries under the Agreement except for certain Third-Party Product Providers as specifically stated in Product-Specific Terms for Products that include Third-Party Products.

17.2 **Assignment.** Client may not assign the Agreement or any Order in whole or in part without the prior written consent of SIS, which consent shall not be unreasonably withheld, provided the proposed assignment is not to a competitor of SIS. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto. Any attempt at assignment without such consent shall be a nullity. SIS may require the written agreement of Client and Client's assignee to consent to transfer of Client Confidential Information and protected health information, payment of a reasonable assignment fee to cover costs related to the transfer of the account fees for Professional Services for changes required in the implementation of the Product, if any.

17.3 **No-Hire Restriction**. To the extent permitted by applicable law, during the Term of the Agreement, neither SIS nor Client ("Hiring Party") may hire a current employee of the other ("Target Party") without the Target Party's prior written consent. This restriction shall be limited to Target Party employees who had direct contact with Hiring Party employees in connection with their performance under the Agreement and shall not apply to the hiring of a Target Party employee who responded to a general solicitation for employment that was not specifically targeted at Target party employees. Violation of this section shall not be grounds for termination of the Agreement for cause.

17.4 **Publicity**. Neither party will issue any press release or other voluntary public communication regarding the Agreement or the relationship described by the Agreement without giving the other party an opportunity to review and comment upon such communication and obtaining the written consent of the other party. However, during the term of this Agreement, SIS may identify Client publicly as a client of SIS in press releases, on its website, or otherwise, and Client may identify SIS publicly as a vendor of Client in press releases, on its website, or otherwise, provided that such identification does not reveal any terms of the Agreement beyond the basic nature of the services provided and does not mischaracterize the relationship.

18. CONTRACT INTERPRETATION; DISPUTE RESOLUTION.

18.1 **Entire Agreement.** This Master Agreement, the Business Associate Agreement, all Order Forms, and any other documents referred by those documents ("**Agreement**") contains the entire understanding of and constitutes the entire agreement between Client and SIS with regard to the Products and Services and the respective obligations. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

18.2 **Construction**. The terms of the Agreement shall not be more strictly construed against one party than against another, because the parties shall have been deemed to have participated equally in preparing the Agreement. If any provision in the Agreement is invalid or unenforceable, that provision shall be construed, limited, modified, or severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of the Agreement shall remain in full force and effect.

18.3 **Waiver.** The waiver by either party of a breach or a default of any provision of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor, except as otherwise expressly provided otherwise in the Agreement, shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power, or privilege by such party.

18.4 **Notices**. Notices by Client to SIS of Client's election to cancel an Order at the end of an initial term or renewal term under section 2.2 (Subscription Service Term), section 4.2 (Maintenance and Support Term), section 5.2 (Subscription License Term), or section 6.2 (Hosting Services Term) should be sent to Cancellations@SISFirst.com. Any other notice that is permitted or required from Client or SIS to the other shall be in writing and either personally delivered or sent via nationally recognized overnight service, or certified mail, postage prepaid and return receipt requested, addressed to the address (including email) of

the other party as specified on an Order, or at such other address as such party may from time to time designate in a notice to the other party. All notices shall be in English and shall be effective upon receipt.

18.5 **Governing Law.** The validity, construction, and performance of the Agreement and the legal relations among the parties to the Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding that body of law applicable to the choice of law. The United Nations Convention on Contracts for the Sale of Goods shall not apply to the Agreement.

18.6 **Arbitration.** All disputes of every kind and nature between Client and SIS arising out of or in connection with this Agreement shall be addressed first in an informal dispute process. Upon ten business days' Notice from either SIS or Client, the parties shall meet in person or remotely (phone or video call) to discuss and negotiate in good faith the dispute, with a representative for each with authority to resolve the dispute. If an informal dispute process is unsuccessful in resolving a dispute, the dispute shall be submitted to binding arbitration pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association ("**Rules**"). Unless otherwise mutually agreed, the arbitration shall be conducted with a single arbitrator, selected in accordance with the Rules, in Atlanta, Georgia. Each party shall bear its own costs of arbitration. The arbitration hearing shall be conducted by video conference call, unless the arbitrator determines good cause exists for a hearing to be held in person, in which case such hearing shall be conducted in metropolitan Atlanta, Georgia USA. The award rendered by the arbitrator shall be final and binding on all parties to the proceeding. Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement. Judgment on any award may be entered by either party in any court of competent jurisdiction. A party that brings a legal action to confirm and enforce an arbitration award may recover reasonable attorneys' fees and expenses incurred in connection with confirmation and enforcement.

18.7 **Injunctive Relief.** Client and SIS agree that the provisions hereof shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising under this Agreement and which is arbitrable as herein set forth, provided that, as an exception, either party may seek injunctive relief in a court of law or equity to assert, protect, or enforce its rights in: (i) any intellectual property, including without limitation, any rights it has in patents, copyrights, trademarks, or trade secrets; or (ii) Confidential Information as described in this Agreement. The arbitrator will have jurisdiction to determine all issues of arbitrability, including whether a proceeding is subject to this exception.

18.8 **Surviving Terms.** Upon termination of the Agreement, the rights, and obligations of this section (Contract Interpretation; Dispute Resolution) shall survive as well as any term that specifically states it will survive.

19. TERMINATION.

19.1 **Termination for Cause.** In addition to specific rights to terminate this Agreement or an Order in other sections of this Master Agreement, either SIS or Client may terminate the Agreement for cause: (a) if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days of the receipt of written notice of such breach; or (b) if any assignment is made by the other party for the benefit of creditors, if a receiver, trustee in bankruptcy, or similar officer shall be appointed to take charge of any or all of the other party's property, or if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes, or such a petition is filed against the other party and is not dismissed within sixty days. Where the non-breaching party has a right to terminate this Agreement, the non-breaching party may at its discretion terminate the applicable Order or all Orders. In the event that each and every Order is terminated, the Agreement shall be deemed terminated. All rights of termination for cause are in addition to any other rights of the parties under the Agreement, at law, in equity, or otherwise.

19.2 **Termination and Fees.** Upon termination of an Order for any reason, (a) Client's liability for any charges, payments, or expenses due to SIS that accrued prior to the termination date under such Order shall not be extinguished by termination and shall be immediately due and payable, (b) where termination is not for cause, Client's obligation to pay fees to SIS otherwise agreed to under an Order for the full term of such order shall not be extinguished by termination, and (c) SIS may continue to impose late payment charges and collect taxes. However, if such Order is terminated by Client for material breach of the Order or Agreement by SIS, Client shall be entitled to a refund of any pre-paid fees for services not yet delivered as of the date of termination.

20. PRODUCT-SPECIFIC TERMS.

20.1   **Applicability**. "**Product Note**" means the designation for a Product in an Order to refer to Product-Specific Terms, that are in this section (Product-Specific Terms) or in the Order itself. Client is granted a non-transferable, non-exclusive, limited license to use of such Product, subject to the Agreement and the corresponding Product-Specific Term. Any conflict between the Master Agreement and these Product-Specific Terms are intended to be resolved by the Product-Specific Terms. Any violation of a Product-Specific Term shall be deemed a material breach.

20.2   **ADV.**   A Product specified with the Product Note "ADV" is a sub-module of a Product and will be made available to Client so that functionality that is outside the sub-module will not be configured for use or otherwise made available to Client. Client will not circumvent the configuration that limits such use or nor otherwise make use of functionality that is not within the sub-module. SIS may audit Client's use per section 9.11 of the Agreement and take action to limit the use of the sub-module accordingly.

20.3   **AVC.**   A Product specified with the Product Note "AVC" will include hardware, software, related documentation, and data processing services (collectively, the "**Nexi Solution**") provided by Neximatic, Inc. ("**Neximatic**"). Neximatic is a third-party beneficiary of these Product-Specific Terms.

(a) Client shall not remove notices and notations on Nexi Solution software and documentation that refer to copyrights, trademark rights, patent rights and other intellectual property rights. Unless expressly agreed otherwise herein, all patent rights, copyrights, trademark rights and other rights in the Nexi Solution, as well as any improvements, inventions, design contributions or derivative works conceived or created by Client in or to the Nexi Solution, shall remain the exclusive property of Neximatic. Except for the limited license rights expressly granted herein, neither SIS or Neximatic transfer any proprietary right or interest in the Nexi Solution to Client.   All title to and rights in the Nexi Solution, operational know-how and business secrets related thereto vest exclusively in Neximatic, notably copyright and rights of authorship, rights to inventions, and any other industrial and intellectual property rights. All license rights not expressly granted to Client under this Agreement with respect to the Nexi Solution are reserved by Neximatic.   Client shall have no rights to the source code of the Nexi Solution.

(b) Client shall not directly or indirectly: (i) use the Nexi Solution in any time-sharing, outsourcing, service bureau or similar arrangement or otherwise make the Nexi Solution or Nexi Solution Documentation available to, or use the Nexi Solution or Nexi Solution documentation for the benefit of, anyone other than Client or Authorized Users, unless expressly stated otherwise in an Order or the Nexi Solution documentation, (ii) use the Nexi Solution or the Confidential Information that is delivered with or embodied in the Nexi Solution to create any software, service or documentation that is in any way similar to the Nexi Solution; (iii) except as expressly provided in this Agreement, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify or commercially exploit the Nexi Solution; (v) reverse engineer the Nexi Solution, including use of any similar means to discover the source code of the underlying software, to discover the Confidential Information therein, or to otherwise circumvent any technological measures that control access to the Nexi Solution; (vi) alter or remove any copyright, trademark, patent, proprietary, or other legal notice contained in any documents generated through use of the Nexi Solution; (vii) use the Nexi Solution in any system that provides medical care without the healthcare provider review, intervention, and participation; and (viii) use the Nexi Solution to store data or files that are not intended for use with the Nexi Solution.

(c) The Nexi Solution is designed to collect data from medical devices to document electronic patient records or remotely display data only and must not be relied upon for treatment of patients.   The Nexi Solution is not designed, and must not be used, to monitor patients, make clinical decisions or control medical devices.

(d) Neximatic may disclose to Client certain Confidential Information (as that term is generally defined in the Agreement and extended to confidential information of Neximatic) embodied in or delivered with the Nexi Solution. Client shall exercise the same degree of care and refrain from disclosure of the Neximatic Confidential Information as it is obligated to so do with respect to SIS Confidential Information. Except as otherwise expressly set forth in this Agreement, Client will not disclose to third parties (other than SIS or SIS subcontractors) the Neximatic Confidential Information without prior written consent of Neximatic. If Client is required to disclose Neximatic Confidential Information by law or other governmental authority, Client shall first have given prompt written notice to SIS so that SIS may provide notice to Neximatic so that a protective order or other confidential treatment, if appropriate, may be sought by Neximatic. Client agrees that monetary damages may not be an adequate remedy if Client breaches its confidentiality

obligations with respect to Neximatic Confidential Information, and, therefore, Neximatic shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief against such breach or threatened breach against Client.

(e) The SIS Warranty for Software and SIS Warranty for Subscription Services as they apply to SIS Charts Patient Monitor Data Hub with the Nexi Solution will be limited: 1) First 12 months - On the delivery date and for a period of 12 months thereafter, the Nexi Solution will perform substantially in accordance with the then-current documentation. In an event of any material failure to perform within such 12 month period that is not caused by accident, misuse, abuse or other external causes, SIS will (i) modify or replace the Nexi Solution to resolve such failure or (ii) refund the amount paid by Client for the affected portion of the Nexi Solution and, if the affected portion is all or substantially all, terminate the Order(s) for the SIS Charts Patient Monitor Data Hub with Nexi Solution; 2) After First 12 months - Following such 12-month warranty period, SIS warrants that the Nexi Solution will perform for the remainder of the subscription term substantially in accordance with the documentation current as of the original delivery date; provided, however, such warranty shall not apply in the event of a failure of the hardware components (unless otherwise expressly warranted pursuant to these Product-Specific Terms), the failure of any software or hardware other than the Nexi Solution's software or hardware (including, but not limited to, the incompatibility of any such external hardware or software with the Nexi Solution), or any error, omission or negligence by Client or any other third party (including, but not limited to, loss of power, disconnecting equipment and facility and information technology changes (e.g. change of password));

(f) Hardware Only – SIS warrants the hardware components of the Nexi Solution for a period of 2 years from delivery of the Hardware to Client ("**Hardware Warranty Period**").   In an event of any material failure to perform within the Hardware Warranty Period that is not caused by accident, misuse, abuse or other external causes, Client may request that SIS obtain from Neximatic replacement of the hardware components to resolve such failure.   After the Hardware Warranty Period, the Client is responsible for the replacement cost of the hardware components directly from Neximatic or its other authorized resellers.

(g) THE NEXI SOLUTION AND ANY DOCUMENTATION HEREUNDER ARE PROVIDED 'AS IS.' Except as expressly set forth herein, SIS does not guarantee or warrant any features or qualities of Nexi Solution or give any undertaking regarding any other features or qualities of Nexi Solution. No such warranty or undertaking shall be implied from any description in any communication or advertisement for Nexi Solution except to the extent that Neximatic has expressly confirmed the features and qualities of the Nexi Solution in writing.   Neither SIS nor Neximatic will not be liable for any claims, damages or losses to Client or any third party resulting from (i) modification of the Nexi Solution without the express written consent of Neximatic, (ii) use of the Nexi Solution inconsistent with the documentation, applicable laws or the intended use set forth in these Product-Specific Terms, (iii) connection of the Nexi Solution with unsupported, defective or misconfigured medical devices, hardware, software, computer network, power or communications services, or (iv) use of the Nexi Solution without an h that would have prevented such claim (whether or not Client is paying for support).

(h) NEXIMATIC AND SIS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON LOST PROFITS, LOSS OF BUSINESS OR BUSINESS INTERRUPTION IN CONNECTION WITH CLIENT'S USE OF THE NEXI SOLUTION. IN NO EVENT WILL NEXIMATIC BE LIABLE FOR DAMAGES IN THE AGGREGATE EXCEEDING THE TOTAL AMOUNT OF FEES FOR THE SUBSCRIPTION SERVICES THAT INCLUDE THE NEXI SOLUTION PAID BY CLIENT TO SIS IN THE 12 MONTHS PRECEDING THE CLAIM OF DAMAGES. These limitations will otherwise apply regardless of the form of action, whether based on contract, tort, statute or any other legal or equitable theory, even if a party has been advised of the possibility of such damages and even if a remedy has failed of its essential purpose. These limitations apply to the fullest extent permitted by local laws applicable to Client. Client may have rights that cannot be waived and certain of these limitations may not be valid in some jurisdictions. Immediately upon termination of the Subscription Services that include the Nexi Solution, Client will uninstall and remove the Nexi Solution from its systems and will return the Nexi Solution as directed by SIS.

20.4   **DCS**. The Product specified with the Product Note ("**DCS**") will be delivered with third party code sets, one of which will be the CPT® code set ("**CPT Code Set**") of the American Medical Association ("**AMA**"), as sublicensed to SIS through Optum360, LLC ("**Optum**"). Client may use the CPT Code Set only with the

Product for the purpose of coding medical procedures and related charges documented with the Product in accordance with the Documentation and only within the United States. Authorized Users are limited to printing or downloading CPT® Changes coding from the Products solely for their own internal use, without any modification to the content, and in such a way that the appropriate citation is included. SIS may discontinue or suspend providing the CPT Code Set if Optum is unable to sublicense the CPT Code Set to SIS. USE RESTRICTIONS: Client shall maintain the confidentiality of the CPT Code Set. Client must ensure that anyone with authorized access to the CPT Code Set will comply with these. Client shall not disclose, permit to be disclosed, or otherwise resell or transfer, with or without consideration, all or any portion of the CPT Code Set or any data output from the CPT Code Set that contains tags or codes obtained from the CPT Code Set to any third party, except that Client may disclose the CPT Code Set to its consultants or agents for the purpose of assisting or advising Client. Prior to the release of any CPT Code Set to Client's consultant or agent, such person or entity shall execute a nondisclosure agreement, in a form consistent with the language contained herein, which will prohibit such consultant or agent from using such CPT Code Set (other than to assist or advise Client) and from disclosing such information to any third party. Such nondisclosure agreement must provide that Optum is a third-party beneficiary of the rights of Reseller there under. Client may disclose the CPT Code Set only to the extent required by law, and in such case only after prompt written notice to Optum allowing it the opportunity to interpose all objections to the proposed disclosure. Client shall not use the CPT Code Set for any purpose outside the scope of the Agreement. Client shall not reverse engineer, disassemble or decompile the CPT Code Set. Client shall not duplicate the CPT Code Set, except for backup purposes. At the termination of the Client License, Client shall discontinue use of the CPT Code Set and destroy or return to Reseller the CPT Code Set and all copies thereof. Client is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the CPT Code Set, or a copy or portion of the CPT Code Set. LIMITED WARRANTY: CPT Code Set is provided "as is" from the AMA. AMA and Optum shall have no liability for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT Code Set. AMA and Optum shall have no liability to Client for any indirect, incidental, consequential, special, punitive, or exemplary damages. Liability of AMA and Optum, if any, to Client for direct damages relating to the CPT Code Set shall be limited to the amount Client has paid to SIS for use of the CPT Code Set in the year in which the cause of action arose. AMA and Optum shall each be a third-party beneficiary of the rights of SIS with respect to the provisions of the Agreement as they relate to CPT Code Set and shall be entitled to enforce such rights, regardless of any alleged or actual breach or default hereunder by SIS, or any expiration or termination of the Agreement. NOTICES: CPT Code Set, CPT® Assistant and CPT® Changes are copyrighted by the AMA. CPT is a registered trademark of the AMA. All notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made. US GOVERNMENT RIGHTS: CPT CODE SET includes CPT® and/or CPT® Changes which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

20.5 **FDB**. A Product specified with the Product Note "FDB" will be made available with First DataBank MedKnowledge Enhanced Package and Cloud Connector ("**FDB Solution**"), a Third-Party Product from First DataBank, Inc. ("**FDB**"). Client agrees that FDB is a third-party beneficiary to the Agreement to the extent it relates to use of the FDB Solution. Client agrees that the FDB Solution a) includes third party software which, as between Client, SIS and FDB, shall be considered the intellectual property of FDB and be treated by Client as such and b) is NOT free or shareware. Client, when accessing the FDB Solution, will use the Internet to connect with FDB's designated servers.

(a) CLIENT ACKNOWLEDGES THAT FDB MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE AVAILABILITY OR OPERABILITY OF THE INTERNET.   FDB WILL ENDEAVOUR

TO ENSURE THAT ACCESS TO THE ONLINE FDB SOLUTION IS UNINTERRUPTED AND THAT TRANSMISSIONS WILL BE ERROR-FREE. HOWEVER, NEITHER SIS NOR FDB CAN GUARANTEE THAT ACCESS WILL NOT BE SUSPENDED FROM TIME TO TIME INCLUDING TO ALLOW FOR REPAIRS, MAINTENANCE OR THE INTRODUCTION OF NEW CONTENT OR FACILITIES. CLIENT ACKNOWLEDGES THAT BOTH SCHEDULED AND UNSCHEDULED DOWNTIME WILL OCCUR FROM TIME TO TIME DURING THE TERM OF THIS AGREEMENT.

(b) FDB and SIS shall not be responsible for downtime based on the following exemptions: (a) connectivity issues at Client's end; (b) disagreement with the results returned; (c) problems as a result of Client misuse; or (d) scheduled or emergency maintenance.   The FDB Solution will not be available during FDB scheduled maintenance which will be performed during off hours (Sunday between 1:00 am and 8:00 am EST) for no more than four (4) hours per month.   The FDB Solution will not be available during FDB emergency maintenance, which will be performed, if possible, during off hours (between 1:00 am and 8:00 am EST).   Reasonable notice will be provided to Client prior to downtime for scheduled or emergency maintenance.

(c) The FDB Solution may only be used at the Facilities and only in connection with SIS Subscription Services, for drug utilization review, dosage range checks, computerized prescription writing, and the monitoring and administering of drugs before, during and after surgery.   Any other use is expressly prohibited, including, but not limited to use in pharmacy or medical practice management systems which support drug dispensing, clinical data repository other than the Products, computerized physician order entry in an inpatient setting, supporting internet websites other than the Products, disease management applications, prescription pricing in a retail setting, claims processing and adjudication for the purpose of third party billing other than the Products, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), or any other use not clearly defined above.   Client's use of the FDB Solution shall not: (i) be false, inaccurate or misleading; (ii) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (iv) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or (vi) create liability for FDB to, or cause FDB to lose (in whole or in part) the services of, FDB's internet service providers or other suppliers.   Client agrees not to use the FDB Solution for any immoral, illegal or for any other purpose which may be determined threatening, abusive, or harmful to the FDB system.   During the term of the applicable Product Order and following its expiration or early termination, Client shall not use (or facilitate use of) any alternative means such as robots, spiders, scraping or other technology not provided by FDB to access, query, or use the FDB Solution to obtain any information.   Client's access to the FDB Solution may be suspended immediately in the event the security methodology used to allow such access has been or is suspected of having been compromised. This suspension will remain until the compromise can be remediated by FDB or SIS.

(d) The FDB Solution is intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists, or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the FDB Solution is safe, appropriate, or effective for any particular patient or in any particular circumstances.

(e) CLIENT ACKNOWLEDGES THAT ALTHOUGH FDB TRIES TO GUARD AGAINST VIRUSES, NO GUARANTEE OR WARRANTY IS MADE THAT THE FDB SOLUTION WILL BE FREE FROM INFECTIONS, VIRUSES AND/OR OTHER CODE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES. CLIENT AGREES THAT IT IS SOLELY RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) ON CLIENT'S HARDWARE TO SATISFY THE CLIENT'S PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT.

(f) FDB will not receive or interact with any protected health information from Client and, as a content provider, FDB provides no patient specific information to Client and does not draw any protected health information data from Client's systems; accordingly, because there is no interaction with Client's protected

health information, there is no need for a business associate agreement.

(g) Client hereby grants to FDB the perpetual, irrevocable, royalty-free right and license to use Client's Usage Data (that is, all information logged into the FDB Solution by Client including, by way of example and not limitation, the drugs a patient is taking or being prescribed, the medical conditions a patient suffers from, and lab values for laboratory tests the patient has undertaken), solely in anonymous, de-identified form, to analyze, optimize and improve the FDB Solution and services provided to Client, to create new features and functionality in the FDB Solution or other FDB products, to develop aggregate usage metrics regarding the FDB Solution and for purposes of marketing and promoting the FDB Solution. FDB may not sell or transfer such data to any third parties, except in the connection with an assignment by FDB of the distribution agreement between SIS and FDB.

(h) Client hereby covenants and agrees to indemnify and hold FDB and SIS and their respective affiliates and directors, officers, employees, agents and representatives harmless from and against any liability, loss, injury or expense (including reasonable attorneys' fees and court costs) imposed upon, incurred or suffered by such parties relating to or arising out of any allegation or claim that the use of the FDB Solution in a clinical setting, or any information contained therein, contributed to the personal injury or death of an individual unless the allegation or claims is determined by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of FDB or SIS, respectively.

(i) Client acknowledges that a) the use of the FDB Solution in no way is intended to replace or substitute for professional judgment and b) FDB and SIS do not assume any responsibility for actions of Client which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis. Client shall not remove any disclaimer language that may append to patient education knowledge printouts from the FDB Solution.

20.6 **MED**. A Product specified with a Product Note "MED" will be made available with connectivity to online prescription history and benefit service ("**Surescripts Solution**") provided by Surescripts, LLC ("**Surescripts**").

(a) Client warrants that during its use of the SureScripts Solution with the Product: (a) any person it allows to use the Surescripts Solution for the purpose of submission of prescriptions shall be a licensed physician or other healthcare provider who is duly licensed or registered with the appropriate governmental authority to issue prescription orders ("**Prescribers**"). Client shall comply with SIS documentation regarding identity-proofing Prescribers; and (b) Client has obtained proper patient consents or authorizations to the information being requested through the Surescripts Solution as required by HIPAA and other laws. Client shall not attempt to access or use the Surescripts Solution: (i) except in conjunction with the treatment of a specific patient in a scheduled or walk-in outpatient visit or another specific treatment event and that is shall not access or attempt to access these services for an inpatient or other acute service or for any institutional service; (ii) in any manner which would allow the general public access thereto; (iii) in a manner which would authorize any use of the Surescripts network for the benefit of any person or entity not a licensed to use the Surescripts Solution. Client will use the Surescripts Solution pursuant only to the Agreement and shall cease to use the Surescripts Solution upon cancellation or termination of the Order for the Product that includes the Surescripts Solution. Authorized Users may access and utilize the Surescripts Solution only in connection with the corresponding Product and only in compliance with these terms and conditions. Client shall not permit any other person or entity to, reproduce, publicly display, publicly distribute, or create derivative works of the Surescripts Solution, except that Client may reproduce the Surescripts materials to the extent reasonably necessary to facilitate access to the Surescripts Solution for purposes permitted under the Agreement. Client shall not use the Surescripts Solution or Surescripts data to compete with Surescripts in its primary area of business. Client shall not use any means, program, or device ("**Surescripts Tool**"), or permit any other person to use any SureScripts Tool, including, but not limited to, advertising, instant messaging, and pop up ads, to influence or attempt to influence, through economic incentives or otherwise, the prescribing decision, as defined below, of a prescriber at the point of care, as defined below, if (i) the Surescripts Tool is triggered by, initiated by , or is in specific response to, the input, selection, or act of a prescriber or his or her agent prescribing a pharmaceutical or selecting a pharmacy for a patient and (ii) that prescription will be delivered by the Surescripts network. "**Prescribing decision**" means a prescriber's decision to prescribe a certain pharmaceutical or direct the patient to a certain pharmacy. "**Point of share**" shall mean the time that a prescriber or his/her agent is in the act of prescribing a pharmaceutical for a patient. Any custom lists created and maintained by Client within the Product, including but not limited to (i) a

prescriber's most-often prescribed medication lists, (ii) a prescriber's most often used SIGs (that is, instructions for the use of medications), will not be a violation of the foregoing.

(b) Client acknowledges and agrees that: (a) any Surescript's Contracted Party (defined as a pharmacy, pharmacy chain, Certified Pharmacy Aggregator, or Certified VAR) may, in its sole discretion, elect not to receive prescriptions or other messages from Client regarding the Surescripts Solution; (b) SIS cannot modify, change, or otherwise alter in any manner the Surescripts Solution without first seeking certification from Surescripts; accordingly, Client shall have no right to any such modification, change or alteration until certified by Surescripts. Client acknowledges and agrees that Surescripts retains the right to de-certify the Surescripts Solution at any time by Surescripts giving written notice to SIS at any time (who will provide timely notice to Client) upon a good faith showing that the Surescripts Solution to Surescripts is not compatible with (i) the Surescripts network; (ii) the certification requirements set forth in the Surescripts Materials; or (iii) the terms and conditions of the governing Agreement between SIS and Surescripts; (c)   SURESCRIPTS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE SURESCRIPTS NETWORK OF ANY PARTICULAR DATA SOURCE OF OTHER PARTICIPANT IN THE SURESCRIPTS NETWORK.   AT ANYTIME, DATA SOURCES OR OTHER PARTICIPANTS IN THE SURESCRIPTS NETWORK MAY BE ADDED TO OR DELETED FROM THE SURESCRIPTS NETWORK OR MAY LIMIT ACCESS TO THEIR DATA, AND SUCH CHANGES MAY OCCUR WITHOUT PRIOR NOTICE TO CLIENT; and (d) the Surescripts network is not intended to serve as a replacement for (i) a written prescription where not approved as such by the appropriate Governmental authorities or where such written prescription is required for record keeping purposes; or (ii) applicable prescription documentation.   Use of the Surescripts Solution is not a substitute for a health care provider's standard practices or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

(c) SURESCRIPTS USES AVAILABLE TECHNOLOGY TO MATCH PATIENT IDENTITIES IN ORDER TO PROVIDE CLIENT WITH PATIENTS' PRESCRIPTION DRUG RECORDS.   BECAUSE PATIENT INFORMATION IS MAINTAINED IN MULTIPLE PLACES, NOT ALL OF WHICH ARE ACCESSIBLE TO SURESCRIPTS AND, BECAUSE NOT ALL PATIENT INFORMATION IS KEPT IN A STANDARD FASHION OR IS REGULARLY UPDATED, IT IS POSSIBLE THAT FALSE MATCHES MAY OCCUR OR THAT THERE MAY BE ERRORS OR OMISSIONS IN THE PRESCRIPTION HISTORY INFORMATION. THEREFORE, CLIENT SHOULD VERIFY PRESCRIPTION HISTORY INFORMATION WITH EACH PATIENT AND/OR THE PATIENT'S REPRESENTATIVE BEFORE SUCH INFORMATION IS RELIED UPON OR UTILIZED IN DIAGNOSING OR TREATING THE PATIENT.   SURESCRIPTS IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER. SURESCRIPTS DOES NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE SURESCRIPTS NETWORK FOR ACCURACY OR COMPLETENESS.

(d) Client acknowledges and agrees that (a) Surescripts shall be entitled to disclose information received from Client for the purpose of (and only to the extent necessary for) operating Surescripts business and providing its services, but only in accordance with all applicable laws and regulations, or pursuant to a valid order issued by a duly authorized court or Governmental authority.   (b) Surescripts may utilize, transfer, or disclose aggregated information including but not limited to summary statistics which has been de-identified in accordance with 45 C.F.R. 164.514, such that it does not identify an individual and cannot be used to identify an individual for any purposes; and (c) Client further acknowledges and agrees that, to the extent Client provides any ideas, advice, recommendations, evaluations, representations of needs, proposals, improvements, or the like relating to the Surescripts network (collectively the "**Surescripts Network Feedback**"), Client irrevocably and unconditionally grants and assigns, and shall grant and assign, to Surescripts all right, title and interest, including all intellectual property rights, in and to all such Surescripts Network Feedback; provided, however, that the foregoing does not grant or assign to Surescripts any right, title or interest in or to the Client's system.

(e) The SIS limited software and services warranty under the Agreement extend only to the Surescripts Solution and the hosting and data transmission services provided by SIS.   Except as otherwise provided for herein including but not limited to the previous sentence, SIS makes no warranty and hereby disclaims any warranty or liability with respect to the Surescripts Solution. Except to the extent arising solely from the gross negligence or willful misconduct of Surescripts and SIS, and subject to the limitations set forth herein, Client shall indemnify and save harmless Surescripts and SIS from and against any and all loss,

damage, or expense (or claims of damage or liability) asserted against Surescripts or SIS by third parties and arising directly out of any breach of this Agreement, any loss of connectivity to the Surescripts network due to acts or omissions of Client inconsistent with the terms and conditions hereof or information provided to Surescripts by Client, or arising out of the use of such information when furnished by Surescripts to Client or to other third persons at Client's request, or to officer, employee and agents of Client. In no event, except as specifically set forth herein, shall SIS be liable to Client for any claim, loss, or damage or any special or consequential damages or otherwise of any third parties, even if such party has been advised of the possibility of such damages. Notwithstanding any provision to the contrary in the Agreement, (a) Neither SIS nor Surescripts shall not be liable for any claim, loss, liability, correction, cost, damage or expense caused by the performance or failure to perform of the Surescripts Solution which is not reported by Client within thirty (30) days after Client first became aware or reasonably should have become aware, of such failure to perform; and (b) Client may not institute an action against SIS or Surescripts in any form arising out of or in connection with the Surescripts Solution more than two (2) years after the cause of action has arises.

20.7 **QLK.**   A Product specified with the Product Note "QLK" will be made available with certain products ("**QlikView Solution**") owned by QlikTech, Inc. and its affiliates ("**Qlik**"). Client is expressly prohibited from using the QlikView Solution in any way other than integrated with the data structures of the Product. Client has no license or any other right to the QlikView Solution and may not, under any circumstances, use the QlikView Solution independently or separated from the Product.   Qlik is a third-party beneficiary of this Agreement and may enforce the applicable terms and conditions of this Agreement. Qlik and its suppliers or licensors, own and retain all right, title, and interest in and to the QlikView Solution, and respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Client does not acquire any right, title, or interest in or to the QlikView Solution or any intellectual property rights contained therein. Individual software components, each of which has its own copyright and its own applicable license conditions ("**Qlik Third-Party Software**") may be distributed, embedded, or bundled with the QlikView Solution. Such Qlik Third-Party Software is separately licensed by its copyright holder. Use of the Qlik Third-Party Software must be in accordance with its license terms available at www.qlikview.com/us/info/software. No representations, warranties or other commitments of any kind are made regarding such Qlik Third-Party Software.   The QlikView Solution may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications and neither SIS or Qlik will be responsible for any delays, data loss, delivery failures, or other damage resulting from such problems. No representation or warranty is made that the use of the QlikView Solution will be secure, timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data. Notwithstanding anything to the contrary in the Agreement otherwise, the rights to use the QlikView Solution may not be assigned in whole or in part by Client without the prior written consent of SIS. Any attempt at assignment without such consent shall be null and void and of no force and effect. However, Client may assign this license in its entirety without consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sales of all or substantially all of its assets not involving a direct competitor of the other party, provided that Client provides written notice within 30 days after such assignment. In the case of any permitted assignment or transfer, this license and its obligations shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto.

20.8 **IOS.**   A Product specified with the Product Note "IOS" will be powered by Inventory Optimization Solutions, LLC ("**IOS**"), a California company, having its principal place of business at 30 Enterprise Suite 300, Aliso Viejo, CA 92656. Client shall have access to the IOS online supply chain software and network ("**IOS Solution**") developed, operated, and maintained by IOS.   For purpose of these Product-Specific Terms: (a) "**IOS Technology**" means all of IOS's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client in providing the IOS Solution; (b) "**IOS Content**" means the audio and visual information, documents, software, products and services contained or made available to Client in the course of using the IOS Solution; and (c) "**Client IOS Data**" means any data, information or material provided or submitted by Client to the IOS Solution in the course of using the IOS Solution.   IOS does not own any Client IOS Data.   Client, not IOS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Client IOS Data.   Client agrees that IOS may aggregate and use blinded Client IOS Data for summary reporting and analytics before and after the Order for the Product that includes the IOS Solution.   Upon termination of an Order for the Product that

includes the IOS Solution (other than by reason of Client breach), IOS will make available to Client a file of the Client IOS Data within 30 days of termination if Client so requests at the time of termination.   The IOS Solution will be available with at least 99.5% average uptime measured over any given one-month period, not including failures by third party Internet Service Providers (ISP) or regularly scheduled downtime.   IOS alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the IOS Technology, the IOS Content and the IOS Solution and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the IOS Solution. This is not a sale and does not convey to Client any rights of ownership in or related to the IOS Solution, the IOS Technology or the Intellectual Property Rights owned by IOS. The IOS name, the IOS logo, and the product names associated with the Service are trademarks of IOS or third parties, and no right or license is granted to use them. IOS AND SIS EXPRESSLY DISCLAIM ANY WARRANTY FOR THE IOS SOLUTION. THE IOS SOLUTION AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE IOS SOLUTION REMAINS WITH CLIENT.   THE IOS SOLUTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER SIS NOR IOS SHALL BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM CLIENT'S INABILITY TO ACCESS THE INTERNET.   EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL IOS OR SIS BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE IOS SOLUTION, EVEN IF IOS AND SIS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SIS OR IOS FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF U.S.$1.00 OR LICENSE FEES PAID BY CLIENT TO SIS FOR THE IOS SOLUTION WITHIN THE PRECEEDING LAST TWELVE MONTHS GIVING RISE TO THE CLAIM.   IOS's privacy and security policies may be viewed within the ENVI application at https://www.mymmis.com IOS reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.   IOS occasionally may need to notify all users of the IOS Solution (whether or not they have opted out as described above) of important announcements regarding the operation of the IOS Solution.

20.9   **OPP.** A Product specified with the Product Note "**OPP**" is designed to provide an interface or similar functionality to a service or product that is made available by an outside product provider and not SIS.

20.10   **WAY**. Client will be responsible for maintaining an account with Waystar and paying any implementation or transaction fees charged by Waystar.