Master Agreement

This Master Agreement is effective as of May 1, 2019.

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1.   **AGREEMENT; ORDERS.**

1.1   **Master Agreement and Order**. This Master Agreement ("**Master Agreement**") confirms the general terms and conditions applicable to an order form or other ordering document ("**Order**") for a subscription service or software license (each, a "**Product**") and related services ("**Service**") by and between Surgical Information Systems, LLC, Amkai LLC, or Source Medical Solutions, Inc. as designated on the Order (each, "**SIS**" as applicable to an Order) and the individual or entity designated as the Client ("**Client**") that incorporates by reference this Master Agreement.   The version of the Master Agreement that applies to an Order will be the most recently dated version of the Master Agreement available on the SIS website (www.sisfirst.com) as of the effective date of the Order.   An Order may also refer to supplemental terms that are specific to a particular Product ("**Product-Specific Terms**") in Section 17 of this Master Agreement or as stated in the Order itself.   Nothing contained in any purchase order or similar document delivered by Client to SIS shall modify or add any additional terms or conditions to the Order.

1.2   **Business Associate Agreement.** Client and SIS acknowledge that (a) Client is a healthcare provider or a contractor to a healthcare provider; (b) 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 will sign a business associate agreement ("**Business Associate Agreement**") to comply with applicable law to protect such protected health information and personally identifiable data.

1.3   **Agreement and Term.** "**Agreement**" means all collectively Orders, the Master Agreement and Product-Specific Terms applicable to each Order, and the Business Associate Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Business Associate Agreement; (2) the Contract Interpretation and Dispute Resolution section of the most recent Master Agreement; (3) with respect to a particular Order: (a) the Master Agreement that applies to that Order, (b) the Product-Specific Terms (if any) for that Order, and (c) the Order itself. The Term of the Agreement begins on the first Order and ends when the last Order ends.

1.4   **Product.** SIS will provide Products and related Services that are designated on an Order, in accordance with this Master Agreement, the Product Documentation, and any Product-Specific Terms.   "**Product 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 a Product, 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 a Product as updated by SIS.

1.5   **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.

1.6   **Third-Party Product.**   Certain Products, as indicated on an Order, may include data, software, or other system functionality ("**Third-Party Product**") that is from a third-party ("**Third-Party Product Provider**"). The Order Form will indicate whether the Product that includes Third-Party Product is also subject to additional Product-Specific Terms. 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. 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.

1.7   **Hardware, Other Software, and Other Systems**. 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 a) necessary to run the licensed Software at Client's facility or data center or b) in the case of Subscription Services, to connect to the SIS Data Center from the Client Facility. Client shall cooperate with SIS and provide access to such information, facilities, personnel, and equipment as may be reasonably required by SIS in order to provide Support and Professional Services. Client acknowledges and agrees that SIS' performance is

dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Support and Professional Services. If an Order includes an interface or connectivity to a system that is procured by Client from another software or system provider (not SIS), Client shall obtain for SIS, on a timely basis, any permissions, licenses or approvals that are required for SIS to provide such interfaces or related services.

2.   PRODUCT – SUBSCRIPTION SERVICES.

2.1   Subscription Service. "**Subscription Service**" means a Product and Service for which SIS provides a non-exclusive, non-assignable, and non-transferable right to access and use certain online software functionality, and to input, store, and retrieve Client's data ("**Client Data**") in the related online database that is hosted on one or more computer systems ("**SIS Data Center**") made available by SIS. As part of the Subscription Service, SIS will provide Maintenance and Support to Client. 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 form 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.

2.2   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 a written 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.

2.3   Availability. SIS will make available the Subscription Service to Client and Authorized Users via the Internet during a Subscription Term. SIS shall use commercially reasonable efforts to make a Subscription Service generally available twenty four hours per day, seven days per week, except for: (a) planned downtime (of which SIS shall give at least seven hours' notice via 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.

2.4   License to Client Data. With respect to Subscription Services, 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 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 BAA, and does not identify Client or its healthcare workers when displayed or distributed to third parties.

2.5   Use Restrictions. 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 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; and (viii) use the Subscription Service to store data or files that are not intended for use with the Subscription Service.

2.6   **Client Security**. In addition to requirements of the Documentation regarding security of the Subscription Services: (a) Client and its Authorized Users shall maintain the confidentiality of all account names and passwords to the Subscription Services. Client shall advise SIS Support as soon as possible (but no less than one business day) when an Authorized User is no longer authorized, to allow SIS to cancel the previously-assigned user account; (b) Client and its Authorized Users shall refrain from: (i) using a Subscription Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of privacy law or other rights; (ii) using a Subscription Service or SIS Data Center to store or transmit malicious code; (iii) interfering with or disrupt the integrity or performance of a Subscription Service or data contained therein or the SIS Data Center; (iv) attempting to gain unauthorized access to a Subscription Service or the SIS Data Center; or (v) permitting direct or indirect access to or use of a Subscription Service in a way that circumvents a contractual usage limit; and (c) Client and its Authorized Users shall not use a Subscription Service or the 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. SIS reserves the right to remove Client's authorization to a Subscription Service or the SIS Data Center temporarily or permanently for Client's material breach of these obligations or there are activities that threaten the stability or security of the SIS Data Center.

2.7   **SIS Security.** With respect to Subscription Services, SIS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by SIS' personnel except (i) to provide the Subscription Services, Support (defined below), and Professional Services (defined below) and prevent or address service or technical problems, (i) as compelled by law, or (ii) as Client expressly permits in writing.

3.   **PRODUCT – SOFTWARE LICENSE GENERALLY.**

3.1   **Software.** "**SIS Software**" means the object code version of the proprietary software of SIS identified in an Order and excludes Third-party Software and Open Source Software. "**Third-party Software**" means the object code of the computer programs identified on an Order as third-party software or identified in the Third-party License Terms. For clarity, Third-party Software does not include Open Source Software. "**Open Source Software**" means the object code and the source code of the computer programs that are written by parties other than SIS that are identified 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. "**Software**" means the SIS Software, Third-party Software, and Open Source Software, collectively, identified on an Order.

3.2   **Software License**. A "**Software License**" means a non-exclusive right and license to receive a copy and use the SIS Software and Third-Party Product indicated on an Order (each a "**Software License**"). Each Software License will be designated as either a Perpetual License or Subscription License (as defined below).

3.3   **Documentation**. Each Software License includes a license to the Product Documentation for that Software.

3.4   **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 on an Order which effectively limit the number of copies.

3.5 **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 on the Order, (iv) in accordance with the Documentation, and (iv) subject to the other restrictions set forth in these Terms and the Master Agreement. Client agrees to not directly or indirectly: (a) use the Software or any of SIS' or its suppliers' Confidential Information 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.

3.6 **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.

3.7 **Open Source Software.** SIS may deliver Open Source Software to Client with the SIS Software (as designated on an Order or 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.

4. PRODUCT - PERPETUAL LICENSE SOFTWARE.

4.1 **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 or (ii) a failure by Client to materially comply with the restrictions on use of the Software required by these Terms and the Master Agreement. However, upon termination of Maintenance and Support for any reason, Client must discontinue use of the Software in a production environment but may continue to use the Software for archival backup and retrieval.

4.2 **Maintenance and Support Term**. An Order for Perpetual License Software will include Maintenance and Support for a defined period of time. The initial term for Maintenance and Support for Perpetual License Software will be specified on the Order ("Initial Maintenance and Support Term"). 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." Either SIS or Client may cancel an Order for a 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 written 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.

5. PRODUCT – SUBSCRIPTION LICENSE SOFTWARE.

5.1 **Subscription License**. A "Subscription License" means a Software License that Client may use for a specified period of time. A Subscription License automatically includes Maintenance and Support (see below).

5.2 **Subscription License Term**. 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 written 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.

5.3 **End of Term**. 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.

6. **PRODUCT – HOSTING SERVICES.**

6.1 **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. SIS will provision the Hosted Software in the 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 the SIS Data Center. SIS will provide Support for the Hosting Service. SIS will deploy Updates so that the Hosted Software that is provisioned is a Current Version. SIS will provide notice of the plans for deployment of an Update to Client and Client will cooperate with SIS' reasonable requests to transition to the Update. SIS will backup Client Data on a nightly or more frequent basis.

6.2 **Hosting Services**. 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 written 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 give at least seven hours' notice via 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.

6.4 **SIS Protection of Client Data**. With respect to Hosting Services, SIS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Client Data by SIS' personnel except (i) to provide the Hosting Services, Support (defined below), and Professional Services (defined below), (ii) to prevent or address service or technical problems, (i) as compelled by law, or (iii) as Client expressly permits in writing.

6.5 **License to Client Data**. With respect to Hosting Services, Client grants to SIS a limited-term license to host, copy, transmit, and display Client Data as necessary for SIS to provide the Hosting Service. 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 BAA, and does not identify Client or its healthcare workers when displayed or distributed to third parties.

6.6   **Security.** In addition to requirements of the Documentation regarding security of the Subscription Services: (a) Client and its Authorized Users shall maintain the confidentiality of all account names and passwords to the Hosting Services. Client shall advise SIS Support as soon as possible (but no less than one business day) when an Authorized User is no longer authorized, to allow SIS to cancel the previously-assigned user account; (b) Client and its Authorized Users shall refrain from: (i) using a Hosting Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of privacy law or other rights; (ii) using a Hosting Service or SIS Data Center to store or transmit malicious code; (iii) interfering with or disrupting the integrity or performance of a Hosting Service or data contained therein, or the SIS Data Center; (iv) attempting to gain unauthorized access to a Hosting Service or the SIS Data Center; or (v) permitting direct or indirect access to or use of a Hosting Service in a way that circumvents a contractual usage limit; (c) Client and its Authorized Users shall not use a Hosting Service or the 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. SIS reserves the right to remove Client's authorization to a Hosting Service or the SIS Data Center temporarily or permanently if Client materially breaches these obligations or there are activities that threaten the stability or security of the SIS Data Center.

7.   SUPPORT; MAINTENANCE.

7.1   **Support.** "**Support**" means a Service to provide one or more means of communication, for example, telephone, website, or email, to allow Authorized Users to contact SIS for assistance for: (i) resolving problems originating with the Product and (ii) ad hoc inquiries about the proper use and functionality of the Product. SIS will deliver Support in accordance with the Support Policy made available to Client either online, email, or paper. SIS may update the Support Policy by posting changes online or other reasonable method; however, the Support provided to Client during an Order Term shall not be materially less than the Support provided under the Support Policy in effect on the Order effective date.

7.2   **Support Contacts**. 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.

7.3   **Error Corrections.** As part of Support, SIS will use commercially reasonable efforts to provide an Error Correction for all verifiable and reproducible Errors in a Product. "**Error**" means a material failure of the applicable Product to conform to its functional specifications described in its Documentation. "**Error Correction**" means any modification, workaround, or routine intended 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.

7.4   **Outside the Scope of Support**. 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 Product 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.

7.5   **Maintenance.** "Maintenance" means a Service by which SIS will make available to Client all error corrections, updates, enhancements, modifications, or changes (**"Updates"**) to the Product that SIS makes generally available to its other clients. SIS will provide Updates to Third-Party Product as and when made generally available by the Third-Party Product Provider; provided, however, that SIS may, at its sole discretion, choose not to provide such an Update that is not compatible with the SIS Product.   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.

7.6   **Changes to Legal Requirements.** SIS will use reasonable commercial efforts to provide 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 notify SIS in writing reasonably promptly after becoming aware of Local Law changes that may require SIS to provide an 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 such written notice by Client, (i) SIS is unable to provide an 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 terminate the applicable Order or the Agreement with an additional thirty days' prior written notice to SIS.

7.7   **Current Versions.** For Subscription Services, SIS will provide Support for the Update in the production environment of the SIS Data Center. For Perpetual License and Subscription License Software: (a) SIS will provide Support only for the then-current Update and the immediately previous Update of the Software ("**Current Versions**"); however, SIS will provide Support for each Update for at least one year from the date SIS first makes the 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. 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.

7.8   **Software on Client's System**. For Software that is not hosted by SIS: (a) Client is responsible for testing the Software in a test environment, including all Error Corrections and Updates, and the integrity of data prior to deployment of the Software, an Update, or an Error Correction in Client's production environment; (b) Client acknowledges that data losses are a function of Client's choices regarding backup and archive. Client will take appropriate steps, both before installation of the Software 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 Software is a cause of a loss of Client's data, SIS shall be responsible for its proportionate share of the cost of reconstruction of data lost up to two business days prior to the event giving rise to the loss. 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) The parties 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.

8.   PROFESSIONAL SERVICES.

8.1   **Professional Services.** "**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 Updates.** For Subscription Services, SIS will provide the installation of all Updates and Error Corrections as part of the Subscription Service. For Perpetual License Software and Subscription License Software: (a) SIS will install Updates for Client when it makes 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 an Update within ninety days that SIS notifies Client that an 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.   FEES; INVOICES; TAXES; SUSPENSION FOR NON-PAYMENT.

9.1   **Fees for Subscription Services.** Unless otherwise specified on the Order, Client shall pay recurring

Subscription Service fees for each quarter in advance, on January 1, April 1, July 1, and October 1. If the first recurring fee begins after the first day of a quarter, the fee will be prorated on a daily basis to the end of the quarter.

9.2   **Fees for Subscription Software Licenses**. Unless otherwise specified on the Order, Client shall pay recurring Subscription License fees for each quarter in advance, on January 1, April 1, July 1, and October 1. If the first recurring fee begins after the first day of a quarter, the fee will be prorated on a daily basis to the end of the quarter.

9.3   **Fees for Perpetual Software Licenses and Maintenance and Support.** 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. Unless otherwise specified on the Order, Client shall pay recurring Maintenance and Support fees for each quarter in advance, on January 1, April 1, July 1, and October 1. If the first recurring fee begins after the first day of a quarter, the fee will be prorated on a daily basis to the end of the quarter.

9.4   **Fees for Hosting Services.** Unless otherwise specified on the Order, Client shall pay recurring Hosting Service fees for each quarter in advance, on January 1, April 1, July 1, and October 1. If the first recurring fee begins after the first day of a quarter, the fee will be prorated on a daily basis to the end of the quarter.

9.5   **Fees and Expenses for Professional Services.** Fees that are designated 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.

9.6   **Recurring Fee Increases.** For any recurring fees whether for Subscription Services, Subscription Software Licenses, Maintenance and Support or Hosting Services, each a "**Recurring Fee**": (a) 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; and (b) 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).

9.7   **Invoices.** SIS will send invoices to Client by e-mail unless arrangements are made otherwise. Client agrees to pay invoices within thirty (30) days from invoice date by check or credit card, unless the invoice indicates payment is due immediately per the applicable Order. Client may set up quarterly recurring Fees to be paid in three monthly installments by credit card. Client agrees to timely update SIS on any change to the name, title, address, email, and phone number of its billing contact; if failure to so update results in an invoice going to the wrong person or being returned to SIS, the invoice shall be deemed received by Client. All fees are payable in U.S. dollars.

9.8   **Late Payment Charges.** Any amount not paid when due shall bear a late payment charge at the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law until paid.

9.9   **Non-payment**. If Client fails to timely pay an invoice for any Product or Service and until Client's account is brought current, SIS may: (a) restrict Client's use of all its Subscription Services and Hosting Services to read-only; and (b) suspend Maintenance and Support and Professional Services under all Orders with thirty days' prior written notice to Client. SIS will not exercise its right to suspend if Client has sent notice of dispute 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.

9.10   **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.

9.11 **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 prior written 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 such verification process reveals any material noncompliance by Client of this Agreement for any reason, Client shall reimburse SIS for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SIS.

10. CONFIDENTIAL INFORMATION; OTHER IP RIGHTS.

10.1 **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, the terms and conditions (but not the existence) of this Agreement. 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.

10.2 **Protection.** During the course of meeting obligations under this Agreement, the parties may be exposed to or provided with certain Confidential Information of the other party. Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care.

10.3 **Use.** Except as required by law, neither party will 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 Affiliates, legal, and financial advisors. Except as otherwise expressly set forth in this Agreement, no Confidential Information shall be disclosed to third parties by the receiving party without the prior written consent of the disclosing party; provided, however, that the receiving party may disclose Confidential Information to the receiving party's attorneys, auditors, insurers, vendors, and subcontractors who have a need to access to such information in connection with their engagement ("**Outside Recipients**"); provided further that Outside Recipients shall be bound by non-disclosure obligations and use limitations that are the same or more protective than those set forth herein and the receiving party shall be responsible to the disclosing party for unauthorized disclosures or use by Outside Recipients.

10.4 **Legal Requirements.** Each party agrees that if it is required by law to disclose the other party's Confidential Information, such party must first give written notice of such required disclosure, if allowed, to the other party and such other party shall have a reasonable opportunity to prevent or limit the third-party disclosure.

10.5 **Client Data.** SIS and Client agree that data that is input, stored, and created using a Product ("**Client Data**") shall be treated as Confidential Information of Client. 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.

10.6 **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 three years thereafter for Confidential Information that is not a trade secret under law.

10.7 **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.

10.8 **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

10.9 **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.

11. **WARRANTIES; DISCLAIMERS; AND EXCLUSIVE REMEDIES.**

11.1 **Product Warranty – Subscription Services.** SIS warrants that (a) each Subscription Service will materially perform in accordance with these Terms and the Documentation; and (b) SIS will not materially decrease the functionality described in the Documentation of a Subscription Service during the Service Term. Client's remedy for a breach of this warranty shall be the correction by SIS of the deficiency that caused the breach of warranty within a reasonable time, upon Client's notice to SIS of the deficiency within thirty (30) days of Client's discovery of the breach (which notice may be by submission of client support ticket to SIS). If SIS is unable to correct the deficiency within a reasonable time, Client may terminate the Subscription Service (and any Product that is bundled with that Subscription Service) upon thirty (30) days prior written notice to SIS and SIS will refund any pre-paid fees for the cancelled Service Term. SIS will not be responsible for a failure of the Subscription Service 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; (c) interactivity with or data received from a computer system that is not provided by SIS.

11.2 **Product Warranty** – **Perpetual License or Subscription License Software**. SIS warrants that (a) the Software will materially perform in accordance with these Terms and the Documentation; and (b) SIS will not materially decrease the functionality described in the Documentation of SIS Software during the applicable term for Maintenance. This warranty will apply to the first thirty days after installation of the Software, but in no event longer than one year after first Delivery of the Software ("Software Warranty Period"). "Delivery" of Software shall be deemed to occur upon the earlier of (i) initial delivery of the Software by SIS to a third-party shipper addressed to Client; or (ii) the initial date the SIS Software or license keys are made available by SIS for download by Client. Client's remedy for a breach of this warranty shall be the correction by SIS of the deficiency that caused the breach of warranty within a reasonable time, provided that Client must send notice to SIS of the deficiency within the Software Warranty Period (which notice may be by submission of client support ticket to SIS). If SIS is unable to correct the deficiency that caused the warranty breach within a reasonable time: (a) for a Perpetual License Product, Client may terminate the Product License and related Maintenance and Support (and any Product that is dependent on that Product with thirty (30) days prior written notice of the termination to SIS and SIS will refund the fees paid for the Perpetual License fee and related Maintenance and Support; and (b) for a Subscription License Product, Client may terminate the Subscription License (and any Product that is dependent on the Subscription License Product) and SIS will refund the fees paid for the Subscription License. The SIS Software warranty does not apply if the SIS Software has (a) been altered, except by SIS or its authorized agents, (b) not been installed, operated, repaired, or maintained in accordance with the Documentation, or (c) 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. Client acknowledges and agrees that any warranties applying to the Third-Party Software 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 Client's copies of the Third-Party Software. SIS shall have no liability for any implied warranties relating to the Third-Party 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 to Client's copies of the Open Source Software. SIS shall have no liability for any implied warranties relating to the Open Source Software. Prior to each delivery to Client of SIS Software, an Update, or Deliverables having functionality (collectively, "**Code**"), SIS shall cause the Code for the SIS Software to be processed by one or more current, industry-standard Virus detection programs. SIS will not deliver 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.

11.3 **Support Warranty.** SIS warrants that its performance of Support will materially conform to the Support requirements in this Master Agreement including, but not limited to the Client Support Policy. Client's remedy for breach of this warranty shall be the re-performance or correction by SIS of the deficient Support that caused the breach of the warranty within a reasonable time, upon Client's notice to SIS of the deficiency within thirty (30) days of the breach (which notice may be by submission of client support ticket to SIS). If SIS is unable to re-perform or correct the deficiency of Support within a reasonable time, Client may terminate Support (and the Product that is bundled with Support, if any) upon thirty (30) days prior written notice to SIS and SIS will refund any pre-paid fees for the cancelled Support term (and bundled Product, if any).

11.4 **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 within thirty (30) days of the breach (which notice may be by submission of client support ticket to SIS). If SIS is unable to re-perform or correct the Professional Services as warranted within a reasonable time, SIS will refund the fees or portion thereof applicable to the deficient Professional Services.

11.5 **Medicare 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 breach of this warranty.

11.6 **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 THE AGREEMENT IN WRITING OR IN THE DOCUMENTATION AND EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND 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, SUPPORT, PROFESSIONAL SERVICES, OR THIRD-PARTY PRODUCTS.

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

the applicable warranty period.

12.   INDEMNITIES; INSURANCE.

12.1   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 SIS' opinion 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 SIS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

12.2   Personal Injury or Property Damage. Each party shall defend and indemnify the other party against any third-party claim of personal injury or property damage arising from the actions or failures of the indemnifying party'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.

12.3   Unpermitted Use of SIS 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 SIS Product caused by or allowed by Client.

12.4   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).

12.5   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.

12.6   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.

13.   LIMITATION OF LIABILITY.

13.1   Limitation of Liability. THE CUMULATIVE, AGGREGATE LIABILITY OF A PARTY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) TO THE OTHER PARTY FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO SIS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURRED. EACH PARTY AGREES TO REFRAIN FROM SEEKING FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER 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 USE, 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. THESE LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, TO CLAIMS UNDER SECTION 8 (CONFIDENTIAL INFORMATION) OR SECTION 11 (INDEMNIFICATION), OR CLAIMS OF MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NOR SHALL IT BE USED TO LIMIT CLIENT'S OBLIGATION TO PAY FEES TO SIS OTHERWISE AGREED TO UNDER AN ORDER FORM.

13.2 **No Medical Advice.** Client understands and agrees that the Subscription Services are 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. Only the licensed healthcare provider can make such determinations or recommendations or to provide such advice or services. SIS does not assume any 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 a Subscription Service. 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.

14. **RELATIONSHIP OF SIS AND CLIENT.**

14.1 **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.

14.2 **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 it 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 null and void and of no force and effect. 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, and Professional Services for changes required to the implementation of the Product, if any.

14.3 **Non-solicitation**. Client will not hire any employee of SIS as an employee, contractor or in another workforce capacity until six months after the last date such person provided services to Client, without SIS' prior written consent. SIS will not hire any employee of Client as an employee, contractor or other workforce capacity during the term of an Order and for six months thereafter, without Client's written consent. These restrictions shall not apply to employees, consultants, or subcontractors who reply solely to a published solicitation for employment. These obligations shall survive termination of the Agreement.

14.4 **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.

15. **CONTRACT INTERPRETATION; DISPUTE RESOLUTION.**

15.1 **Changes to the Agreement.** 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.

15.2 **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.

15.3 **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.

15.4 **Notices**. Any notice that is permitted or required from one party 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 of the other party as specified on the signature page of this Agreement 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.

15.5 **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.

15.6 **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. 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. Each party shall bear its own costs of arbitration. Arbitration hearings shall be conducted in metropolitan Atlanta, Georgia and the award rendered by the arbitrator shall be final and binding on all parties to the proceeding. Judgment on any award may be entered by either party in any court of competent jurisdiction. 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.

15.7 **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. However, 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.

15.8 **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.

16. TERMINATION.

16.1 **Termination for Cause.** A party may terminate an Order for cause: (a) if the other party materially breaches a provision of the Order 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.

16.2 **Termination and Fees.** Upon termination 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, and (b) SIS may continue to impose late payment charges and collect taxes. However, if the Order is terminated by Client for cause, Client shall be entitled to a refund of any pre-paid fees for services not yet delivered as of the date of termination.

16.3 **Client Data.** Upon request by Client made within thirty (30) days after the effective date of termination of an Order, SIS will make Client Data available to Client for export or download as provided in the Documentation. After such thirty-day period, SIS will have no obligation to maintain or provide any Client Data, and as provided in the Documentation, may thereafter delete or destroy all copies of Client Data in SIS systems or otherwise in SIS possession or control, unless legally prohibited, subject to obligations

regarding security, privacy, and confidentiality of Client Data and Protected Health Information (under the Business Associate Agreement).

17.   PRODUCT-SPECIFIC TERMS.

17.1   Applicability. "**Product Note**" means the designation for a Product on 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.

17.2   DCS. The Product designated 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.

17.3 **FDB**. A Product designated 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.   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. 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.   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.   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.   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.   FDB will not receive or interact with any protected health information (PHI) from Client.   Since there is no interaction with PHI, there is no need for a business associate agreement (BAA).   As a content provider, FDB provides no patient specific information to organizations and does not draw any PHI data from organization's systems.   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.   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.   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 print-outs from the FDB Solution.

17.4   **MED**.   A Product designated 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**"). 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. 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; (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. 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. 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. 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. 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 or 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, (x) 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 (y) 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.

17.5 **AVC.** A Product designated 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. 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, any and 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. 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 Form 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. 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. Neximatic may disclose to Client certain Confidential Information (as that term is generally defined in the Agreement and extended to Confidential 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. 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 Form(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)); and 3) Hardware Only – SIS warrants the hardware components of the Nexi Solution for a period of 2 years ("**Hardware Warranty Period**").   In an event of any material failure to perform with in 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. 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 with regard to 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 update that would have prevented such claim (whether or not Client is paying for support).   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 SIS 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 all of the Nexi Solution from its systems and will return the Nexi Solution to SIS.

17.6   **QLK.** A Product designated 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,

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