

INTEGRIS Connect End-User License Agreement

This INTEGRIS Connect End-User License Agreement (the “**Agreement**”) is entered into on this [] day of [], 202[x] (“**Effective Date**”) by and between INTEGRIS Health, Inc., located at 3001 Quail Springs Parkway, Oklahoma City, OK 73134 (“**IH**”), and [], located at [] (“**Customer**”). IH and Customer are each a “**party**” and collectively the “**parties**.”

RECITALS

- A. IH has a License and Support Agreement (as amended from time to time, the “**LSA**”) with Epic Systems Corporation (“**Epic**”) to use and sublicense use of Epic’s electronic health record system Community Connect (as sublicensed by IH, “**INTEGRIS Connect**”) to independent practices, hospitals, and post-acute care facilities, subject to the terms and conditions of the LSA.
- B. Customer desires a license to INTEGRIS Connect, which IH agrees to provide pursuant to the terms and conditions of this Agreement and any other Related Agreement (as defined herein).

In consideration of the mutual representatives, warranties, obligations and covenants herein, and for good and valuable consideration the receipt of which is hereby acknowledged, IH and Customer agree as follows:

1. DEFINITIONS. In addition to terms otherwise defined herein, the following terms shall have the following definitions herein, whether or not they are capitalized.

- 1.1 “**Business Day**” means each weekday other than a Saturday, Sunday or other day which commercial banks are required to close under federal or Oklahoma law.
- 1.2 “**Business Hours**” means 8:00 a.m. to 5:00 p.m. Central Standard Time on Business Days.
- 1.3 “**Claims**” means any suit, action or proceeding brought by a third party, whether an individual, entity or governmental agency or body. “**Losses**” means losses, liability, damages, costs, penalties, expenses, fines, settlements and fees (including reasonable attorneys’ fees) of any kind or nature whatsoever, including costs and expenses related to remediating or mitigating a security incident. “**Claims and Losses**” collectively refers to “**Claims**” and “**Losses**.”
- 1.4 “**Customer Intellectual Property**” means all trademarks, logos, graphics, trade names and similar designations of source owned by Customer, whether or not registered.
- 1.5 “**Customer Materials**” means the data and all other materials and information, including that relating to patients of Customer, which are submitted, uploaded, transmitted or otherwise provided to or through the Software by or on behalf of Customer or its Users or otherwise through Customer’s access to the Software.
- 1.6 “**Customer Components**” means the hardware, software, networks, systems and equipment used by Customer or its Users to gain access to and otherwise in connection with use of the Software, whether or not owned by or leased or licensed to Customer.
- 1.7 “**Default Notice**” shall mean a written notice of breach setting forth with reasonably specificity the nature and grounds of such breach.
- 1.8 “**IH Personnel**” shall mean the representatives of IH, its licensors and/or contractors, including Epic.
- 1.9 “**Provider**” means physicians gaining access to the Software via Customer’s access, inclusive of Doctor of Medicine (“**M.D.**”), Doctor of Osteopathy (“**D.O.**”), Doctor of Podiatric Medicine (“**DPM**”), Doctor of Dental

Surgery (“**DDS**”), Doctor of Medicine in Dentistry or Doctor of Dental Medicine (“**DMD**”), Physician Assistant (“**PA**”), Physician Assistant, certified (“**PA-C**”), Advanced Practice Registered Nurses (“**APRN**”) inclusive of Certified Registered Nurse Anesthetist (“**CRNA**”), Certified Nurse Midwife (“**CNM**”), Clinical Nurse Specialists (“**CNS**”), and Certified Nurse Practitioner (“**CNP**”).

- 1.10 "**Software**" means the executable object code version of INTEGRIS Connect and any IH proprietary software application(s) or Third-Party Software provided or embedded therewith (including any and all Updates thereto), together with any database accessible by the foregoing, in each case as licensed by IH to Customer pursuant to this Agreement. For the avoidance of doubt, without limiting the foregoing, the Software includes that listed on **Exhibit A**.
- 1.11 "**Third-Party Software**" means Software provided hereunder that is licensed or provided by third-parties other than Epic, including that listed on **Exhibit A**.
- 1.12 "**Travel Expenses**" means all out-of-pocket expenses, including, without limitation, travel, lodging and food expenses, incurred by IH Personnel in relation to any installation, integration, training, support or other services provided under this Agreement.
- 1.13 "**User**" means any individual using the Software through or via Customer’s access to the Software and includes the Workforce.
- 1.14 "**Volume**" refers to the level and nature of use of the Software by Customer and its Users as determined in accordance with **Exhibit A**.
- 1.15 "**Workforce**" means Customer’s employees, Providers and contractors who access and use the Software.
- 1.16 "**Yearly Period**" means the first twelve-month period following the Live Date and each subsequent twelve-month period thereafter during the Term; provided that, in the event this Agreement is terminated or expires with less than twelve-months remaining immediately following a Yearly Period, the last Yearly Period shall be the remainder of the Term.

2. IH PRODUCTS AND SERVICES.

2.1 Software License; Hosting.

2.1.1 Software. Subject to the terms and conditions of this Agreement and the LSA, and so long as Customer is not in breach of this Agreement, Customer is hereby granted a non-exclusive, nontransferable, non-sublicensable, limited right and license to access and use the Software, in the United States, for electronic medical record purposes only in compliance with applicable law, and pursuant to IH’s policies and procedures. Unless otherwise agreed herein or by IH in writing, Customer shall not allow (i) any third party to obtain or use the Software; (ii) allow any use of the Software in any manner which allows the general public access; or (iii) use of the Software for the benefit of any third party. IH reserves all rights not expressly stated herein. Customer acknowledges the Software is being licensed, not sold, and that nothing herein shall confer or assign to Customer, its Users or any third party any right of ownership to the Software. IH reserves the right at any time and in its sole discretion to change, add or modify the Software or the manner in which the Software is hosted, provided or maintained

2.1.2 Hosting. IH shall host and make the Software available to Customer in an application service provider environment via a software-as-a-service platform. IH agrees to host and maintain, either directly or through a third-party service provider selected by IH, the Software on servers owned, leased or rented by IH (the "**Hosting Services**"). As part of the Hosting Services, IH shall use commercially reasonable efforts to

perform or cause its third-party service provider to perform a backup of the Customer Materials hosted hereunder on a daily basis.

2.1.3 Restrictions. Customer shall use the Software solely in accordance with the rights and restrictions of Epic and other third-party providers, if and as applicable. Customer agrees to permit access to the Software only to those Workforce members identified to IH as authorized in accordance with Section 5.3, and to prohibit access to the Software any individual or entity which licenses software to health care facilities. Except as this Agreement expressly permits, Customer shall not, and shall not permit any User or third-party to (i) copy the Software, in whole or in part; (ii) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party; (iv) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used for or contained in the Software; (vi) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates right of any third party or that violates applicable law; (vii) use the Software for purposes of (a) benchmarking or competitive analysis of the Software; or (b) developing, using, or providing a competing software product or service; or (viii) use the Software other than as expressly permitted by this Agreement.

2.2 Customer Components.

2.2.1 Selection. IH shall not sell, lease or provide Customer any Customer Component. Customer shall be solely responsible for the performance and capability requirements of Customer Components identified on Exhibit B and as otherwise provided by IH, which are subject to change from time to time (“**Customer Component Requirements**”). All Customer Components must comply with the Customer Component Requirements. IH shall have no responsibility, liability or obligation of any nature with respect to any Customer Component. IH will not provide Customer Components to Customer and cannot guarantee the performance of the Software if Customer Components do not meet the Customer Component Requirements. Customer will provide IH with advance notice of any changes, modifications, or upgrades to Customer Components that may materially affect connectivity to the Software.

2.2.2 Acquisition, Installation and Maintenance. Customer is solely responsible for the cost of acquiring, installing, maintaining and supporting Customer Components, including obtaining, installing and maintaining connectivity and network configurations as may be required by IH, and all maintenance, upgrades, repair service and warranty work as may be required at any time with respect to Customer Components. Customer is strongly advised to have two forms of internet connectivity or a load balancing router to access the Software over the internet, and Customer acknowledges that the lack thereof may impair Customer’s connectivity to the Software. Customer is responsible for having Customer Components installed and ready for installation of the Software in conformance with the Customer Component Requirements on or by the date and time of Software installation; Customer’s failure to do so shall require that Software installation be postponed to the next available installation time following Customer’s notification to IH that Customer Components Requirements have been satisfied by Customer.

2.2.3 Patient Education. Pursuant to the terms hereunder and IH’s Master Agreement dated May 10, 2017 for the use of Elsevier’s Customer Patient Education Manager (“**CPEM**”), Patient Education Text Content (“**PE Text Content**”), Patient Education Video Content (“**PE Video Content**”), and a web-based application known as “**PatientPass**” (collectively, “**Elsevier Patient Education**”), Customer may access Elsevier Patient Education through the Software solely to (i) access, search, browse and view the Elsevier Patient Education; (ii) print, make electronic copies of, and store for the exclusive use of such Customer, individual items from the Elsevier Patient Education; (iii) print out single copies of patient education sheets from the PE Text Content to reactively supply to Customer’s patients with medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases; (iv) use IH’s

approved delivery to access, search browse, view, and prescribe the PE Video Content; and incorporate links or access prescribed PE Video content on IH approved delivery system; (v) access, search browse, and view the patient education content available on the CPEM; and (vi) assign such Elsevier Patient Education to Customer's patients about their conditions, diseases, and treatment, and medication to be viewed via IH Patient Portal, beside devices, or via a patient's personal device. Customer may not divulge any details regarding the assignments of Elsevier Patient Education to any third party providing the same or substantially similar products and/or services as Elsevier. Customer shall indemnify, defend and hold harmless the IH Released Parties from and against any Claims and Losses arising from or out of any use, customization or alteration of Elsevier Patient Education by or on behalf of Customer.

2.2.4 Customer shall install critical operating system, database and other third-party product security patches (collectively, "**Patches**") as required by the Customer Component Requirements as soon as reasonably practicable; provided however, that Practice shall immediately install upon IH's direction all Patches that IH deems necessary to prevent or correct technical issues that could compromise the security of the Software (an "**Emergency Patch**"). IH reserves the right to suspend Customer's access to the Software unless and until an Emergency Patch has been successfully installed.

2.3 Software Installation and Live Date. Provided Customer is in conformity with the Customer Component Requirements, IH shall install and implement the Software at one or premises of Customer as agreed to by IH (hereinafter, "**installation of the Software**") and at the costs and fees set forth on **Exhibit A**. To the extent Customer deviates from the Customer Component Requirements, additional costs and fees for installation may apply. Customer agrees that it and its Providers and other Users shall participate in the installation of the Software to the extent required by IH. The date and time and manner at which and by which the Software installation will commence and be performed will be scheduled in advance and as agreed upon by IH and Customer. Customer acknowledges that IH may contract with third parties for installation of the Software; provided, however, if IH elects to contract with third parties for installation of Software, IH shall remain responsible for installation of the Software. The Parties estimate that the Software shall be installed and ready for accessibility and use by Customer on a date certain ("**Live Date**") which is estimated to be as set forth on **Exhibit A**. If no Live Date is set forth on **Exhibit A**, it shall be agreed upon by the parties in writing within (i) thirty (30) days of the Effective Date for clinics; or (ii) ninety (90) days of the Effective Date for hospitals and other ambulatory providers. Customer acknowledges that the Live Date identified on **Exhibit A** or otherwise agreed to is only an estimate and that installation of the Software and the Live Date may occur sooner or later and/or may be impacted by matters beyond the control of IH, for all of which IH shall no liability. Customer and its Users will test the Software in Customer's live environment before use and will test all critical areas in the Software and will not use it until Customer has assured itself of its accuracy.

2.4 Updates. To the extent improvements, bug fixes, patches or upgrades to the Software ("**Updates**") are generally made available, IH shall provide the same to Customer. All Updates shall be considered Software hereunder. If provided at no cost or fee to IH, Updates shall be provided to Customer without the payment of fees, provided that Updates may require new or modified Customer Components and/or new or modified Customer Component Requirements for which Customer shall be liable and responsible. For the avoidance of doubt, Updates do not include a distinct licensed product or version that may be made available by IH's third-party providers from time to time.

2.5 User Log-In Information. IH will assign unique logon ID(s) and password(s) ("**Authentication Information**") to Customer for its Users. Customer acknowledges that the Authentication Information is used to authenticate User identity for the safety and security of the Software and data transmitted thereby. Customer shall be responsible for the confidentiality of Authentication Information and ensuring that each User (i) is fully aware of his/her obligations to maintain the confidentiality of (a) Authentication Information and (b) data (including protected health information) transmitted via the Software; (ii) will maintain the secrecy and security of Authentication Information provided or assigned to such User; and (iii) does not disclose to or allow use of the Authentication Information by any third party. Customer will not create any

shared or public logons or passwords to access the Software. IH reserves the right to periodically audit Customer's compliance with this Section no more than once per month. Customer agrees it will immediately notify IH of any actual or suspected misuse or disclosure of Authentication Information as well as terminated Users as set forth in Section 5.3. Customer shall defend, indemnify and hold IH Released Parties harmless from and against any Claims and Losses arising out of the use or misuse of Authentication Information provided to Customer, whether or not authorized by Customer.

2.6 Training.

2.6.1 Initial Training. Prior to the Live Date, IH will provide Customer the type and length of initial training as set forth on **Exhibit A** for the fees and costs set forth on **Exhibit A**. Customer agrees to require that all Workforce who will access the Software shall be scheduled for training and shall attend the scheduled training session at the scheduled time. Training for Updates may be offered by IH from time to time as determined by IH for the fees and costs set forth on **Exhibit A**.

2.6.2 Additional Training. To the extent requested by Customer, IH will use commercially reasonable efforts to schedule additional training for Customer's Workforce. Customer agrees that it shall compensate IH for such additional training for the fees and costs set forth on **Exhibit A**.

2.6.3 Train-the-Trainer. Customer acknowledges that training (whether initial, additional or Update) shall be done via a train-the-trainer model, and Customer agrees to identify designated Workforce members to be trained as internal trainers to provide internal training to Customer's Users. Access to the Software for any User may be conditioned upon successful completion of training (whether initial, additional or Update), as determined by IH in its sole discretion

2.6.4 Cancellation of Training Session. Should a scheduled training session be postponed or cancelled by Customer on less than fifteen (15) Business Days' prior written notice to IH, Customer shall reimburse IH for all reasonable and necessary non-refundable out-of-pocket costs, if any, incurred by IH Personnel related to the same. In the event of cancellation by Customer, IH is under no obligation to place a rescheduled training session in advance of other previously-scheduled training dates for other Customers and a reschedule training session shall be subject to the availability of IH Personnel.

2.7 Practice Changes or Relocation. Should Customer 1) relocate to a new physical location; 2) add new or expanded clinic locations or service areas; or 3) add new Providers (each, a "**Practice Change**"), additional build, implementation, training or installation services to the Software may be required. Customer agrees that it shall compensate IH for the same at the standard hourly rate then charged by IH Personnel in the ordinary course of business multiplied by actual hours incurred plus Travel Expenses, and that IH may require that Customer pay at least fifteen (15%) percent of said fees and costs prior to work related to a Practice Change commences.

3. **IH SUPPORT.**

3.1 Support. IH will provide support for the Software as described in **Exhibit C** (hereinafter, "**Support**").

3.2 IH Access. In order to enable Support, Customer agrees to grant access to IH Personnel to Customer's premises, personnel, Users, Customer Components and Software sessions during Business Hours. This access includes the ability to dial in to Internet-connected Customer Components via broadband Internet connection, and such other levels of access necessary to provide Support. IH shall endeavor to provide advance written notice to Customer of any access IH intends to undertake outside of Business Hours. IH shall use commercially reasonable efforts to schedule access for Support in a manner that minimizes, to the extent possible, interference with the conduct of Customer's business; provided, however, that nothing in this sentence shall prohibit or limit IH Personnel from undertaking any actions required to provide Support.

- 3.3 Maintenance. Scheduled maintenance of the Software may occasionally be required. IH will use commercially reasonable efforts to notify Customer in advance of any scheduled maintenance periods. The Software may also be subject to unscheduled maintenance during Business Hours if and as needed to correct serious malfunctions and ensure the security and integrity of the Software and data transmitted thereby. During any maintenance periods, the Software may be unavailable for which IH Released Parties shall have no liability.
- 3.4 Unauthorized Work. Customer acknowledges that installation, maintenance, support, modifications or other work performed on the Software or Customer Components that has not previously been certified or authorized in writing by IH (“**Unauthorized Work**”) could have an adverse effect on the performance and reliability of the Software. Unauthorized Work shall void all support obligations and all warranties hereunder or otherwise regarding the Software. All costs of correcting any failure(s) in ability to access, lack or degradation of performance and/or reliability of the Software caused by Unauthorized Work shall be at Customer's sole cost and expense and performed by IH Personnel if and as agreed to by IH.
- 3.5 Limitations. IH's obligation to provide Support is subject to and conditioned upon Section 3.3, Customer's compliance with Customer Component Requirements and Section 3.2, and Customer installing and using the most current, commercially available version of the Software within at least eighteen (18) months after the same becomes commercially available. Customer acknowledges that IH does not have any obligation or liability (i) with respect to Customer Components or User errors; or (ii) to modify or correct the Software independent of that which is provided by Epic or other third-party providers to address errors, regulatory requirements or incorporate functionality changes in and to the Software.

4. CUSTOMER MATERIALS.

- 4.1 Customer hereby grants to IH a non-exclusive, royalty-free, sublicensable and transferable right and license to reproduce, distribute, publicly perform, display, and create derivative works of the Customer Materials for the sole purpose of carrying out IH's obligations under this Agreement. Customer hereby also grants to IH, Epic and other licensors of Third-Party Software within the Software the non-exclusive, perpetual, royalty-free license to use, reproduce and otherwise utilize all data encompassed within the definition of Customer Materials. Subject to the rights granted in this Section 4, Customer retains all right, title and interest in and to the Customer Materials.
- 4.1 Feedback. If Customer or any of its Users sends or transmits any communications or materials to IH Personnel by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software (including without limitation, new features or functionality relating thereto), or any comments, questions, suggestions, or the like (collectively, "**Feedback**"), IH Personnel are free (but not obligated) to use such Feedback without payment to Customer or its User irrespective of any other obligation or limitation between the Parties governing such Feedback.

5. CUSTOMER OBLIGATIONS.

- 5.1 Content of Customer Materials. Customer is solely responsible for the content, accuracy and completeness of the Customer Materials, including the formatting of data submitted, and for the use of the Software, including associated medical judgments, by Customer. Customer warrants that the Customer Intellectual Property and Customer Materials are not and will not be defamatory, inaccurate, abusive, obscene, profane, sexually explicit, threatening, racially offensive, or illegal, and do not violate any intellectual or other rights attributable to or owned by any third party. The Customer Materials and Customer Intellectual Property must at all times comply with the above requirements, with IH's reasonable guidelines, and with any other requirements provided to Customer by IH in writing. If, in IH's sole reasonable judgment, any of the Customer Intellectual Property or Customer Materials violate the above requirements, violate or are alleged to violate any applicable law, or otherwise violate any portion of this Agreement, then (in addition to any

other right or remedy to which IH is entitled) IH may immediately suspend Customer's access to the Software and/or remove such Customer Materials or Customer Intellectual Property from Software.

- 5.2 Customer Contact Person. Customer shall designate the contact person on behalf of Customer who shall act for all purposes as the contact on behalf of Customer, between Customer and IH, with respect to the Software. Customer may change the identity of such contact person at any time by written notice given by Customer to IH in accordance with Section 11.2 hereof. Such contact person shall have primary responsibility for all communication undertaken between Customer and IH with respect to the Software, including, without limitation, all requests by Customer for Support. Customer's contact person shall, upon request of IH, provide feedback to IH on the Software, the implementation process, IH's services under this Agreement, and other information reasonably requested by IH from time to time.
- 5.3 Authorized Users. Promptly following the Effective Date, Customer shall identify to IH in writing all Users requiring Authentication Information to access the Software. Thereafter, Customer shall notify IH of all additions or deletions of such Users or access rights of Users within twenty-four (24) hours of any such change. Such notice shall be provided as determined by IH which, as of the Effective Date, shall be done by opening a ticket with the IH Help Desk. Prior to the addition or removal of any Provider as a User of the Software, Customer shall provide written notice to IH. In addition, on or by January 31st of each year of the Term, and within fifteen (15) Business Days following request from IH, Customer shall certify in writing the number and identity of Providers employed by, contracted with, or otherwise retained by Customer.
- 5.4 Medical Judgment. Customer will use the Software only in accordance with applicable standards of good medical practice. Customer shall, and shall cause its Users to, verify the accuracy of all information and outputs generated or provided by the Software in the same manner that such information and results would be confirmed or verified if it were in paper form or as would be required by generally accepted standards of medical practice. By way of example, and in no way limiting the foregoing, Customer and its Users shall verify critical and/or life-threatening information, allergies, current medications, relevant histories and problems with the patient using applicable standards of good medical practice to no less a degree than if Customer was using paper records and as otherwise required under applicable standards of sound medical practice. As another example, and in no way limiting the foregoing, Customer will confirm the accuracy of results (such as lab, pathology, or radiology results) that are accessed or stored through and in the Software in the same manner that such information and results would be confirmed or verified if they were in paper form or as would otherwise be confirmed or verified if Customer was using applicable standards of sound medical practice. Customer shall itself and require its Users to be vigilant in monitoring for and reporting any actual or suspected errors, defects or problems discovered in the course of using the Software that are known or reasonably should be known to affect patient care, and Customer shall immediately report the same to IH and alert the same to all Users who could reasonably be affected by such errors, defects or problems.
- 5.5 Compliance with Laws. Customer represents and warrants that it, its Workforce, and Users will, in connection with use of the Software and all rights exercised and actions taken under this Agreement, comply with all applicable federal, state and local privacy and other laws, specifically including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), the American Recovery and Reinvestment Act of 2009 ("**ARRA**") and other privacy and security rules, regulations, orders, and ordinances as may be enacted or amended from time to time. Customer will implement appropriate policies, procedures, and audit requirements for purposes of preventing unauthorized access of the Software and unauthorized disclosure of data contained in the Software. Customer will be solely responsible for ensuring that its Users access, use and disclose any and all information within the Software in compliance with all applicable federal and state laws, including those stated in this Section 5.5, as well as policies and procedures developed from time to time by the IH. Customer shall be responsible for monitoring the use of and access to the Software by its Users and through the Authentications Credentials provided to Customer to ensure compliance with applicable federal and state laws, including those stated in this Section 5.5, and Customer's own privacy and security policies, and shall

immediately notify IH of any suspected or known violations of the same that are related to or involving the Software.

- 5.6 Third-Party Agreements. Customer shall abide by, and shall cause its Users to abide by, any and all click-through, end-user or other agreements which may be required by Epic or other third-party providers from time to time, including those identified on Exhibit A.
- 5.7 Data Integrity. Customer understands and agrees that it shall be solely responsible for the accuracy, completeness and integrity of all data (including clinical and billing information input) in the Software by or on behalf of Customer or its Users, for all medical and business judgments made and for care provided to its patients using either the Software, and for all other uses of information. Under no circumstances will IH Released Parties be responsible for accuracy or completeness of any clinical and billing data contained in the Software. IH RELEASED PARTIES WILL NOT BE LIABLE FOR ANY REIMBURSEMENT DECISIONS MADE BY PAYERS WITH RESPECT TO THE SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT. Customer shall defend, indemnify and hold IH Released Parties harmless from and against any Claims and Losses arising out of Customer's use or access to any clinical or billing information provided or accessible through the Software.
- 5.8 Professional Duty. Customer acknowledges that the professional duty to the patient in providing health care services lies solely with Customer and those healthcare professionals providing patient care and other administrative services on behalf of Customer. Customer takes full responsibility for its use of the Software and information gained with use thereof, and acknowledges that the Software is in no way intended to replace or be a substitute for medical, professional or business judgment. Additionally, Customer will utilize the items and services provided by IH hereunder on behalf of all of its patients, with no limitation for any reason whatsoever.
- 5.9 Access to and Release of Information. Customer understands and acknowledges that Customer or its Users may access IH patient information that is necessary for treatment, payment or healthcare operations, as defined by HIPAA. Customer will not access the IH information for any other purpose. Customer understands and acknowledges that patient encounters will utilize the IH medical record naming convention, or a naming convention developed specifically for Software users. Customer will ensure that its Users are adequately trained on how to distinguish IH patient records from Customer patient records when releasing protected health information to the patient or other third parties. Customer will ensure that any required authorizations for the release of information are supplied and made available in the Software. Customer agrees to implement privacy and security access measures and policies with respect to the accessing and disclosing of protected health information as required by applicable law and this Agreement. To the extent that any patient information in a shared medical record is released by IH, Customer shall defend, indemnify and hold IH Released Parties harmless from and against any Claims and Losses arising out of such disclosure.
- 5.10 Electronic Prescription Interoperability. Customer understands and acknowledges that Software has the electronic prescribing capability and meets the requirements of Medicare Part D. Customer further understands and acknowledges that Software is "interoperable" as the term is defined by applicable law and will take no actions or to limit or otherwise preclude such features of operation.
- 5.12 Billing Cycle. Customer shall maintain its own billing cycle operations using the Software. Any costs associated with configuring and maintaining the Software to support Customer or any Provider's separate revenue cycle management operations will be passed through to Customer, including any costs associated with use of IH or third-party vendors in configuring and maintaining the Support to support such separate revenue cycle management operations, in each case, at the then-current hourly rates for such IH staff and third-party vendors or contractors, as applicable.

- 5.11 Customer Security. Customer is responsible for protecting and maintaining end points, such as physical or virtual workstations, used by Users to connect to the Software. This responsibility includes, but is not limited to (i) ensuring that anti-virus/anti-malware software is installed and kept up-to-date; (ii) consistently using encryption on all electronic protected health information (“**PHI**”) data at rest and in transit, consistent with HIPAA policies, procedures, and regulations; (iii) patching end points regularly and apply critical security patches in a timely fashion, and performing vulnerability assessments on a regular basis; (iv) configuring end point timeouts in accordance with risk assessments and regulatory requirements; (v) requiring reasonable password length, complexity, and rotation practices, following industry standards; (vi) physically securing devices and infrastructure that connect Users to the Software; and (v) providing immediate notice to IH when Customer becomes aware of any Successful Security Incident (as defined in Exhibit B). Customer shall defend and indemnify IH Released Parties from and against all Claims and Losses arising out of a Successful Security Incident caused by Customer or any of its Users, vendors or subcontractors.
- 5.12 No Equivalent System. Customer represents and warrants that, during the Term, Customer will not possess or obtain services or items equivalent to that provided by IH hereunder.

6. PAYMENT and FEES.

- 6.1 Payments and Fees. Customer shall pay to IH (i) an annual license, support, and infrastructure fee based on Volume as set forth in Exhibit A (the “**Annual Fee**”) and (ii) the fees and expenses designated as “**Upfront Fees**” on Exhibit A, in each case as set forth on Exhibit A, to IH. If Customer believes that IH has billed Customer incorrectly for any amount due hereunder, Customer must contact IH no later than thirty (30) days of receipt of the invoice including the believed error in order for Customer to receive an adjustment or response; otherwise any claim based thereon or entitlement to refund or set-off shall be waived. Customer should send their payment disputes to Attn: Billing Department at the address listed in Section 11.2. Any unpaid amounts due to IH hereunder are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collections.
- 6.2 Annual Fee Audit and True-Up. The Annual Fees for the first Yearly Period shall be estimated by IH and based on Customer’s expected Volume, which shall be determined with cooperation from Customer taking into consideration factors pertinent to Volume, such as the number of Customer’s Providers and historical usage of the Software or software similar thereto. The Annual Fees for each subsequent Yearly Period shall be determined by the Annual Fee Audit. In the event any Annual Fee Audit reflects that the Annual Fee paid by Customer does not reflect Customer’s Volume in the same Yearly Period, Customer will be invoiced and agrees to pay for the difference (the “**True-Up**”) as set forth on Exhibit A. As used herein, the “**Annual Fee Audit**” shall be an audit of Customer’s Volumes to determine Annual Fees, which shall be conducted on an annual basis and which IH shall endeavor to conduct within ninety (90) days prior to the end of then-current, Yearly Period. Customer agrees to cooperate with IH with respect to all Annual Fee Audits and to provide IH with any information or access necessary for IH Personnel to perform such audits.
- 6.3 Right to Assign Payments. IH reserves the right to transfer, assign or sell all or a portion of its rights to receive payments under this Agreement to a third party, and Customer agrees to cooperate with IH in providing all reasonable financial and bank information requested of Customer by any such third party. IH shall provide written notice to Customer of any assignment made by IH pursuant to this Section.
- 6.4 Taxes. All amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on IH’s income. Customer acknowledges that there may be tax consequences to Customer’s receipt of the subsidy (i.e. donation), if any, from IH as described in this Agreement (said donation/subsidy described and valued in Exhibit A attached), including without limitation the possibility that such donation/subsidy may

constitute income to Customer. Customer also understands and acknowledges that IH may be required to issue one or more Form 1099s to Customer. Whether or not IH issues a Form 1099, Customer acknowledges and agrees that it shall be Customer's sole responsibility to evaluate the tax consequences arising therefrom and to report and pay timely all such applicable taxes, if any.

- 6.5 No Set-Off. All amounts payable to IH under this Agreement shall be paid by Customer to IH in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7. IH WARRANTIES AND LIMITATION OF LIABILITY.

- 7.1 Performance Warranty. IH shall provide Support in accordance with and subject to the terms of Section 3. IH does not warrant the accuracy or completeness of the data entered by Customer or its Users in the Software. IH does not warrant as to the ability or functionality of the Software or provide any specific warranty for the Software; to the extent permitted and granted by its agreements with third-party providers, IH agrees to pass through to Customer any assignable or transferable warranty that the Software will substantially perform in accordance with the published specifications for such Software. The warranty set forth above is made to and for the benefit of Customer only and is limited to the Software and does not apply to the extent a problem, defect or performance issues arises out of or related to Customer Components, loss or corruption of data within the Software, incomplete or inaccurate data, misuse of the Software, any breach of the security of the Software or any breach of this Agreement.

- 7.2 Intellectual Property. IH warrants that, to its knowledge, IH's trademarks and trade names (the "**IH Intellectual Property**") do not infringe upon or violate any third-party intellectual property rights arising in the United States. The IH Intellectual Property does not contain or incorporate any intellectual property or intellectual property rights of any third party, including those provided or embedded in the Software. **IH SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF NON-INFRINGEMENT AS TO THE SOFTWARE**; however, to the extent permitted and granted by its agreements with third-party providers, IH agrees to pass through to Customer any assignable or transferable warranty of non-infringement concerning Software, subject to the terms of such third-party agreements.

- 7.3 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, IH AND ITS LICENSORS AND CONTRACTORS, TOGETHER WITH ALL OF THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR AGENTS, OWNERS AND OFFICERS (collectively, the "**IH Released Parties**") DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. IH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IH SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE RELATED TO CUSTOMER COMPONENTS OR INTERNET CONNECTION.

- 7.4 Limitation of Liability. THE AGGREGATE LIABILITY OF THE IH RELEASED PARTIES FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANNUAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING WHEN THE CAUSE OF ACTION AROSE WITH RESPECT TO THE PARTICULAR SOFTWARE TO WHICH SUCH LIABILITY RELATES (WHETHER THE LIABILITY ARISES FROM THE SOFTWARE, SERVICES OR OTHERWISE). IN NO EVENT SHALL ANY IH RELEASED PARTY BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, COST OF COVER, COST OF CAPITAL, SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF CUSTOMER COMPONENTS OR PROGRAMMING OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE USE OF THE SOFTWARE OR OTHER MATERIALS OR SERVICES PROVIDED TO CUSTOMER, HOWEVER

CAUSED OR ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, BREACH OF CONTRACT OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY EVEN IF IH HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER AND VIA INTERNET SERVICES AND NETWORKS BEYOND THE CONTROL OF THE IH RELEASED PARTIES AND WHICH MAY BE SUSCEPTIBLE TO THE LOSS OR CORRUPTION OF DATA OR THIRD-PARTY ATTACK. ACCORDINGLY, NONE OF THE IH RELEASED PARTIES ASSUMES ANY LIABILITY FOR OR RELATING TO THE SAME OR ANY DELAY, FAILURE, INTERRUPTION, CORRUPTION OR OTHER INFORMATION TRANSMITTED BY OR IN CONNECTION WITH THE SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT.

- 7.5 No Medical Advice. Neither IH, nor its licensors or third-party providers gives medical advice or provides medical or diagnosis services through the Software. Any content or data contained in or available via the Software is not a substitute for the professional judgment of healthcare providers in diagnosing and treating patients. Neither IH, nor its licensors or third-party providers are responsible for the accuracy, timeliness, completeness, appropriateness, or helpfulness of any content, data, templates, or decision support tools accessible via the Software, and Customer and its Users are solely responsible for confirming the accuracy or availability of all content and data accessible through the Software and making all medical, diagnostic or prescription decisions (whether or not the Software is available). Customer is solely responsible for complying with all laws, regulations, and licensing requirements applicable to its delivery of healthcare services.
- 7.6 Entire Liability. The remedies expressly set forth in this Agreement shall constitute the sole and exclusive remedies for Customer for any and all claims related to the Software, services provided in relation therewith, and this Agreement, however designated or characterized and whether at law or in equity, in each case subject to this Section 7.
- 7.7 Risk Allocation. This Section 7 allocates risk under this Agreement between Customer and IH. IH's pricing reflects this allocation of risks and limitation of liability. This Section 7 shall survive termination or expiration of this Agreement for whatever reason.

8. INSURANCE/INDEMNIFICATION.

- 8.1 Insurance. During the term of this Agreement, Customer shall maintain at its own expense, commercial liability insurance for bodily injury, death and property loss and damage with the following limits: One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) in the aggregate, covering IH for damages arising out of its performance under this Agreement. Upon IH's request, Customer shall provide IH with a copy of all such policies and certificates of insurance satisfactory to IH evidencing Customer's insurance coverage.
- 8.2 Indemnification. Subject to Section 7, each party (the "**indemnifying party**") shall defend, indemnify and hold the other party ("**indemnified party**") harmless from any and all Claims and Losses arising out of (i) breach of this Agreement by the indemnifying party; (ii) negligent acts or omissions of the indemnifying party; and (iii) willful misconduct indemnifying party. Customer acknowledges and agrees that (iv) it shall be liable for the negligent and willful acts and omissions of its Users, and that if an act or omission of its Users would be a breach by Customer hereunder it shall be deemed committed by Customer; and (v) where Customer is the indemnifying party, IH Released Parties shall each be an indemnified party.

9. TERM AND TERMINATION.

- 9.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of twenty-four (24) months following the Live Date (“**Initial Term**”). Upon completion of the Initial Term, this Agreement shall automatically renew for additional one (1) year periods (“**Renewal Term(s)**”) unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to the last day of the Initial Term or applicable Renewal Term. The Initial Term and any applicable Renewal Terms shall collectively be referred to as the “**Term.**” Notwithstanding any other provision of this Agreement or any Related Agreement, upon termination of any license or agreement between IH and a third-party provider of any portion of the Software, rights to such Software and any corresponding obligations of IH hereunder shall immediately terminate regardless of notice by IH to Customers of the same. IH will endeavor to provide timely notification of any such termination of a third-party license or agreement.
- 9.2 Termination by IH. IH may, by written notice to Customer, immediately terminate this Agreement if any of the following events occur:
- 9.2.1 If Customer is in material breach that cannot reasonably be cured;
 - 9.2.2 If Customer or its User is believed to be utilizing the Software for an illegal purpose and Customer fails to cure or alleviate the concern for such breach within ten (10) calendar days following Default Notice thereof;
 - 9.2.3 If Customer fails to substantially remedy a material breach (other than non-payment) that can reasonably be cured within thirty (30) calendar days following Default Notice thereof; or
 - 9.2.4 If Customer fails to pay any amounts due IH hereunder within ten (10) calendar days following Default Notice thereof; or
 - 9.2.5 If Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver, or other party of similar authority which control is not dismissed within 60 calendar days thereafter, (iii) files a voluntary bankruptcy, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which proceeding is not dismissed within sixty (60) calendar days thereafter, or (iv) has a change in control event involving the sale of a substantial amount of assets, the transfer of equity ownership resulting in ownership of fifty percent (50%) or more of the equity by parties other than owners as of the Effective Date, merger of the Customer, or otherwise.
 - 9.2.6 If Customer or a User is excluded as a provider from participation in any federally or state funded payment program (including, but not limited to, Medicare and Medicaid) or commits or is alleged to have committed any criminal act of fraud or moral turpitude.
- 9.3 Effect of Termination. Within twenty (20) Business Days after the date of termination of this Agreement under **Sections 9.1 or 9.2** above, or, upon the expiration or discontinuance of this Agreement for any other reason, (i) Customer shall (a) return to IH all copies of the Software and any IH Confidential Information (as defined in Section 10.1), (b) cease use and causes its Users to cease use of the Software, and (c) permanently remove the Software from the Customer Components and (d) provide a written certification of compliance with each of subsections (a)-(c); and (ii) IH shall, subject to **Section 9.4**, (a) cease using the Customer Intellectual Property and Customer Materials (which excludes for purposes of this Section, data already submitted by Customer for which IH has been granted a perpetual license under **Section 4** hereof) and return to Customer, subject to the further requirements of this Section 9.3, all copies of tangible Customer Intellectual Property and Customer Materials which are then in IH's possession or control, (b) cease providing the Software and any other services hereunder (including Support), and (c) permanently remove

any and all Customer Intellectual Property and Customer Materials (other than as excluded and noted above) from the Software. Upon expiration or termination of this Agreement for any reason other than IH's failure to cure a material breach, all amounts Customer owes IH or is required to pay IH hereunder shall become immediately due and payable to IH (including any and all unpaid Upfront Fees or Annual Amounts).

- 9.4 **Return of Information.** Provided Customer has paid IH all amounts due and payable to IH hereunder, upon expiration or termination of this Agreement, IH shall use the Epic Exit Record functionality to provide to Customer, at Customer's expense, a copy of Customer's practice data stored (including patient data) as stored in the Customer Materials hosted by the Software and to the extent retained on one or more servers in the possession or under the control of IH. Any requests pursuant to the immediately preceding sentence shall be made, if at all, in writing at the same time that notice of termination is provided by Customer under Section 9.1 or no later than fifteen (15) calendar days following the date of termination of this Agreement under Section 9.2 above, or expiration or discontinuance of this Agreement for any other reason (the "**Information Return Request Period**"). Customer shall pay to IH, at the hourly rate then charged by IH in the ordinary course of business for similar services, for the actual hours incurred by IH to prepare and deliver such copies to Customer, together with all reasonable costs and expenses incurred by IH with respect thereto. Once provided to Customer, IH shall not be liable or responsible for such data and may destroy the data in accordance with the provisions of HIPAA. Should Customer fail to pay IH all amounts due IH hereunder on or by the Information Return Request Period, IH shall have no obligation to maintain or return any Customer practice data and IH may destroy the data in accordance with the provisions of HIPAA. The sole liability and responsibility as to Customer's practice data, including patient records, rests with Customer. To the extent that IH cannot delete the records from its Software, IH will continue to honor its obligations as a Business Associate until the data can be deleted.
- 9.5 **Suspension.** Notwithstanding any other provision of this Agreement, IH reserves the right to restrict or suspend access to the Software by all or any of Customer's Users to the extent that IH deems that suspension of such Users is necessary to protect the integrity or security of the Software or the security and privacy of patient data.
- 9.6 **Other Remedies.** The rights and remedies provided to IH hereunder are cumulative and in no way limit one another or any remedies, at law or in equity, which may otherwise be available to IH.

10. CONFIDENTIAL INFORMATION.

- 10.1 "**Confidential Information**" means all information disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), if disclosed in writing, labeled as proprietary or confidential, or if disclosed orally, information reduced to writing within thirty (30) calendar days of such disclosure and labeled as proprietary or confidential, or which is reasonably known to be confidential information, and provided to the Receiving Party. Confidential Information shall exclude information (i) which now or hereafter becomes part of the public domain other than by a breach of this Agreement by the Receiving Party; (ii) rightfully received in good faith by the Receiving Party from a third party that the Receiving Party reasonably believes is not in breach of an obligation of confidentiality to the Disclosing Party and that did not originate, directly or indirectly, from the Receiving Party; (iii) independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party, as shown by the Receiving Party's contemporaneous records or other clearly convincing evidence; or (iv) known to the Receiving Party at the time of disclosure free of any obligations of confidentiality.

10.1.1 **Obligations.** Each party shall retain in strictest confidence the terms and conditions of this Agreement and all Confidential Information, including, but not limited to the other party's business, patients, employees, documentation, trade secrets, systems, and techniques. Except as otherwise stated in this Agreement, including but not limited to the rights of IH as stated in Section 5, the Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. The Receiving Party shall use the

same degree of care to protect the Disclosing Party's Confidential Information, but in no event shall the Receiving Party use less than a reasonable degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses for its own Confidential Information. Except for the specific rights granted by this Agreement, the Receiving Party shall not disclose Confidential Information to any third party without the express written consent of the Disclosing Party (except to employees, agents and consultants of Receiving Party who are bound by agreement with the Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement and who have a need to know such Confidential Information in connection with carrying out such party's obligations under this Agreement or any agreement entered into pursuant to this Agreement). The Receiving Party agrees, upon termination of this Agreement, to cease using any and all materials embodying Confidential Information of the Disclosing Party, and to promptly return such materials together with all copies or reproductions thereof to the Disclosing Party in accordance with the provisions of Section 10.3 to the extent such Confidential Information is subject to the terms thereof and, to the extent such Confidential Information is not subject to the terms of Section 10.3, upon written request.

10.1.2 Remedy. Each of the parties hereto acknowledges the unique and proprietary nature of the Confidential Information of the other. Each of the parties hereto further understands and agrees that remedies at law for breach of any of the foregoing provisions of this Section 10 would be inadequate. In the event of any actual or threatened breach of the provisions of this Section 10, the non-breaching party shall be entitled to seek immediate injunctive and other equitable relief, in addition to all other remedies provided hereunder or otherwise available to that party at law or in equity.

10.2 Mandatory Disclosure. In the event that the Receiving Party, or any of such Receiving Party's directors, officers, employees, consultants or agents (or any director, officer, employee, consultant or agent of any corporation which is part of any commonly controlled group of corporations which include the Receiving Party) are requested or required by compulsion of law, by order of any court or governmental, regulatory or self-regulatory authority or body to disclose any of the Confidential Information of the Disclosing Party, such Receiving Party shall give prompt written notice to the Disclosing Party of such requested or required disclosure in order to enable the Disclosing Party to seek a protective order or other appropriate relief and the Receiving Party shall cooperate with the Disclosing Party, at the Disclosing Party's expense, in the Disclosing Party's efforts to obtain a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information obtained from the Disclosing Party which the Receiving Party's counsel advises that it is legally required to disclose.

10.3 Audit Rights. IH shall have access to all tangible and digital records of Customer, including all supporting documentation, for the purpose of verifying compliance by Customer with the terms of this Agreement. Customer shall cooperate with IH by providing IH with access to Customer's records within seven (7) Business Days of IH's request. The examination of such records shall be conducted at a mutually agreeable time and place.

10.4 Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) IH Personnel may use these and other lawful measures to verify compliance with the terms of this Agreement; (b) Licensor may deny any individual access to and/or use of the Software if IH, in its reasonable discretion, believes that person's use of the Software would violate any provision of this Agreement; and (c) IH and its third-party providers may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer Components, that may be gathered periodically to improve the performance of the Software or develop Updates.

10.5 HIPAA Business Associate Agreement. IH and Customer agree to execute the IH Business Associate Agreement, attached as **Exhibit B**.

11. MISCELLANEOUS.

11.1 Independent Contractors. The relationship of IH and Customer that is established by this Agreement is that of independent contractors. Nothing contained in this Agreement (i) shall be construed to give the other party the power to direct and control day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

11.2 Notices. Except as otherwise provided in this Agreement, any notice required or permitted under this Agreement must be (i) delivered in person, (ii) sent by first class certified mail, or (iii) sent by Federal Express or other nationally recognized overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 11.2. Notice will be considered to have been given at the time of actual delivery in person, or on the date of actual delivery, or refusal by the addressee of delivery, if sent by mail or overnight air courier service.

FOR IH:
INTEGRIS Health, Inc.
3001 Quail Springs Parkway
Oklahoma City, OK 73134
Attention: President and CEO

FOR CUSTOMER: at the address for Customer designated in the first paragraph of this Agreement.

11.3 Change in Law. The ability of IH to provide the services and items contemplated by this Agreement could be affected by changes in legislation, regulations, rules or procedures (collectively referred to herein as a "**Law**") and/or actual or threatened decisions, interpretations, findings or actions by governmental or private agencies or courts (collectively referred to herein as an "**Action**"). If, in the opinion of competent health care counsel selected by IH, such Law or Action would have the effect of subjecting a party to civil or criminal prosecution under state and/or federal laws, or any other material adverse proceeding on the basis of its participation in the matters described in this Agreement, including without limitation, any adverse effect on IH's existing tax-exempt status or federal health care program provider status (the "**Opinion**"), then IH and Customer will attempt in good faith to modify the provisions of this Agreement to the minimum extent necessary to comply with such Law or to avoid the Action, as applicable. If, within thirty (30) days of providing written notice of such Opinion to the other parties, the parties are unable to modify this Agreement to meet the requirements in question, then this Agreement may be terminated by any party hereto upon the earlier of the following: thirty (30) days subsequent to the date upon which IH gives written notice to the other parties, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement.

11.4 Master List Language. In the event that the parties hereto have entered into other arrangements that are required by law to be reported by IH, upon request, to the Secretary of the U.S. Department of Health and Human Services or other government agencies, such arrangements are specifically referenced and maintained by IH in its Master List(s) which are hereby incorporated into this Agreement by this reference, as relevant.

11.5 Branding/Publicity. IH Intellectual Property and the trademarks and tradenames of Epic and other third-party providers may be used by Customer only insofar as necessary to use the Software, subject to the branding requirements and restrictions of IH, Epic and any other third-party licensors, as applicable. Customer will not use the name, trademarks service marks, or logos (including, without limitation, any derivatives thereof) of IH, Epic or any third-party licensors in any press or news release, advertising, or promotional literature without prior written consent from IH.

- 11.6 Assignment. Customer shall not transfer or assign this Agreement or any rights hereunder or delegate or sub-contract any obligations arising hereunder without the prior written consent of IH (which consent may be withheld for any reason). IH may freely assign or subcontract its rights and obligations hereunder. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' successors.
- 11.7 Governing Law/Venue. THIS AGREEMENT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO, OR APPLICATION OF, CHOICE OF LAW RULES OR PRINCIPLES. All disputes arising pursuant to this Agreement or any license entered into pursuant to this Agreement shall be decided exclusively in the State and/or Federal courts located in Oklahoma City, Oklahoma. Customer hereby consents to the jurisdiction of courts of Oklahoma for the filing and litigation of any disputes under this Agreement and waives any defense or claim it may have as to *forum non-conveniens* or non-jurisdiction with respect to the chosen venue.
- 11.8 Entire Agreement; Amendments. This Agreement (including the exhibits, attachments and any addenda or amendments attached hereto and signed by an authorized representative of each Party) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may only be amended by a writing signed by an authorized representative of each Party.
- 11.9 Counterparts. This Agreement may be executed in counterparts (whether facsimile or original), each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 11.10 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or any amendments hereto, or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.
- 11.11 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.
- 11.12 Related Agreements. Customer and IH may enter into any other additional agreements ("**Related Agreements**") necessary to carry out the purposes of this Agreement.
- 11.13 Order of Precedence. In the event of a conflict among this Agreement, any Exhibit hereto, or any Related Agreement among the parties (collectively, "**Other Agreement**"), the following order of precedence shall govern: (i) the BAA shall govern in the event of a dispute among it and any Other Agreement; (ii) this Agreement shall govern in the event of a dispute among it and any Other Agreement, unless the Other Agreement explicitly states it is intended to govern over a dispute with this Agreement; and (ii) the Exhibits hereto shall govern in the event of a dispute among it and any Other Agreement, unless the Other Agreement explicitly states it is intended to govern over a dispute with this Agreement. Notwithstanding the foregoing or anything in the contrary herein, the rights and obligations hereunder are subject to the terms and conditions of the LSA and any other agreement among IH and a third party providing a license to or access of the Software or any aspect thereof.

- 11.14 Construction. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. The headings appearing in this Agreement are used for convenience only and shall not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein. As used in this Agreement and the Exhibits to this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; "it" as it refers to Customer shall be deemed to be "it" "he" or "she" as applicable. The words "herein," "hereof," "hereunder," and words of similar import refer to this Agreement as a whole and not to a particular section.
- 11.15 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control, such as, but not limited to, acts of war, major labor shortages, and acts of God, the affected party, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such condition.
- 11.16 Survival. Sections 2.1.3, 4, 5.1, 5.4 through 5.9, 6, 7, 8, 9.3, 9.4, 9.6, 10 and 11 shall survive the termination or expiration of this Agreement, regardless of the reason.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first above written.

IH:

INTEGRIS Health, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

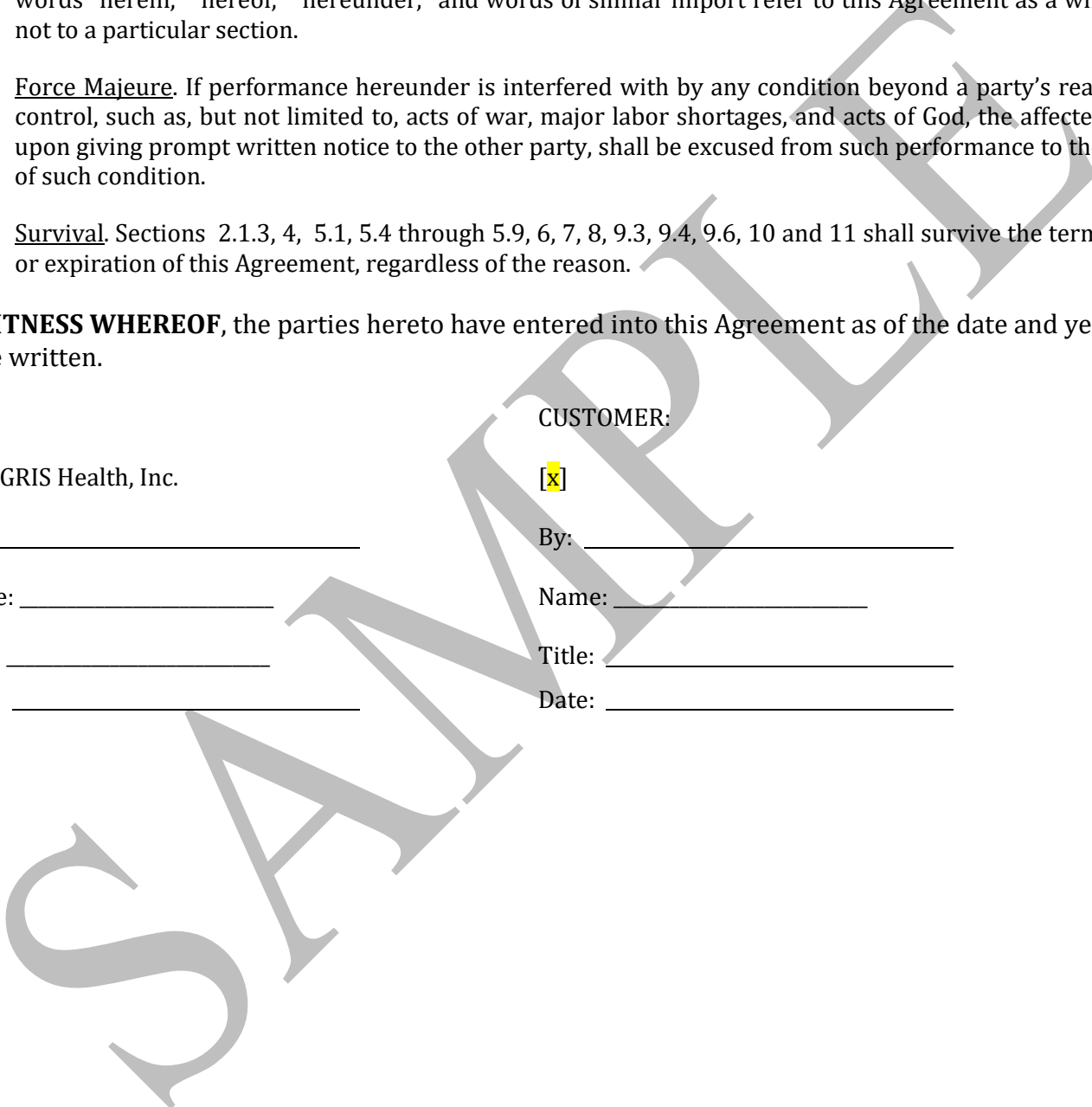


EXHIBIT A

Software Installation; Fees and Costs

Customer's Providers, Live Date, Upfront Fees, and first Annual Fee are set forth in Attachment A. Each Annual Fee shall be paid by Customer shall be paid by Customer in advance or at the beginning of the Yearly Period as set forth in Attachment A or, if no so identified, within thirty (30) days of invoice.

Installation

Installation fees not included in the Upfront Fee are identified on Attachment A. If Customer fails to have sufficient staff necessary for Software installation and implementation or if all of the Customer Component Requirements are not met within at least one (1) week prior to the Live Date, then the Live Date shall be postponed beyond the date set forth in Attachment A to a date mutually agreed upon by Customer and IH and as set forth in Section 2.3.

Volume

Customer's estimated Volume for the first Yearly Period is identified on Attachment A. Volume shall be determined by IH in coordination with Epic based on Customer's Software use, taking into consideration such factors as Practice Changes, use and number of Customer Providers and Users, electronic data interchange imports (such as lab reports, etc.), number of beds (if applicable), days and visits of patient care and the type of such visits, and costs imposed by third-party providers. Customer agrees and acknowledges that any modification to the foregoing or other metrics or expenses applicable to Customer's Software use may subject Customer to modification of Volume and Annual Fees for which a True-Up may be required.

Training

Initial training for Customer is identified on Attachment A. Costs and fees for training not included in the Upfront Fee are set forth here: [URL].

Payment Schedule

Customer's payment schedule for Upfront Fees and Annual Fees is set forth in Attachment A. If no payment schedule for True-Ups is set forth on Attachment A, all True-Ups shall be due and payable to IH within thirty (30) days of invoice. Optional Software components, Practice changes, additional licensing, training, support, interfaces and builds not identified in Attachment A shall be subject to fees and costs otherwise identified in this Exhibit A or, if not so identified, then-current rates of IH Personnel and applicable Travel Expenses, which shall be due and payable within thirty (30) days of invoice.

Customer Components and Third-Party Agreements

Customer Component Requirements may be found here: [URL].

Third-party agreements applicable to the Software may be found here: [URL].

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is made by [x] (the “**Covered Entity**”) and INTEGRIS Health, Inc. (the “**INTEGRIS**”). Covered Entity and INTEGRIS are each a “**Party**,” collectively the “**Parties**.”

WHEREAS, the Parties entered into an agreement dated [redacted] whereby the INTEGRIS will provide certain services or products for to the Covered Entity (the “**Underlying Agreement**”) and this Agreement is hereby incorporated into and made a part of such Underlying Agreement;

WHEREAS, in connection with such services, INTEGRIS may have access to Protected Health Information, including Electronic Protected Health Information (as defined herein);

WHEREAS, this Business Associate Agreement shall apply only when and to the extent that INTEGRIS Health is acting as “Business Associate” toward the Covered Entity. In certain exchanges, situations, and arrangements with Covered Entity, INTEGRIS Health is itself a covered entity under applicable law, and in those circumstances this Agreement does not bind the parties. Execution of the Agreement does not automatically qualify either party as a “Covered Entity” or “Business Associate” under law or regulation unless that party is considered a “Covered Entity” or “Business Associate” under the applicable laws or regulations;

WHEREAS, this Agreement defines the rights and responsibilities of each of party with respect to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as each may be amended from time to time (collectively, “**HIPAA**”). This Agreement shall be applicable only in the event and to the extent Company meets, with respect to Covered Entity, the definition of a Business Associate set forth at 45 C.F.R. Section §160.103, or applicable successor provisions; and

WHEREAS, the Parties desire to enter into an agreement to govern the INTEGRIS’s receipt, use, re-disclosure, and security of Protected Health Information including Electronic Protected Health Information, in connection with the INTEGRIS’s provision of services on behalf of the Covered Entity.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Privacy and Security of Protected Health Information and Electronic Protected Health Information.

1. Permitted Uses and Disclosures. INTEGRIS is permitted or required to use or disclose PHI or EPHI it creates or receives for or from Covered Entity or to request PHI and EPHI as follows:
 - a) Functions and Activities on Covered Entity’s Behalf. INTEGRIS is permitted to use and to disclose PHI or EPHI to perform functions, activities, or services for or on

behalf of Covered Entity as described in the Underlying Agreement or as permitted or required by law.

- b) INTEGRIS's Operations. INTEGRIS may use PHI and EPHI for INTEGRIS's proper management and administration or to carry out INTEGRIS's legal responsibilities. INTEGRIS may disclose PHI and EPHI for INTEGRIS's proper management and administration or to carry out INTEGRIS's legal responsibilities only if:
 - (i) The disclosure is allowed or required under the Underlying Agreement; or
 - (ii) The disclosure is allowed or required by law; or
 - (iii) INTEGRIS obtains reasonable assurances, evidenced by written contract, from any person or organization to which INTEGRIS will disclose PHI or EPHI that the person or organization will:
 - a. Hold such PHI or EPHI in confidence and use or further disclose it only for the purpose for which INTEGRIS disclosed it to the person or organization or as permitted by law; and
 - b. Notify INTEGRIS (who will in turn notify Covered Entity in accordance with this Agreement), within fifteen (15) business days of an unauthorized use or disclosure of Unsecured PHI or EPHI as provided in Section C, below.
2. Prohibition on Unauthorized Use or Disclosure. INTEGRIS will neither use nor disclose PHI or EPHI except as permitted or required by the Underlying Agreement or this Agreement, as otherwise permitted in writing by Covered Entity, or as required or permitted by law. This Agreement does not authorize INTEGRIS to use or disclose PHI or EPHI in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by Covered Entity.
 3. Information Safeguards. INTEGRIS will comply with applicable requirements of 45 C.F.R. Part 164, Subparts C. INTEGRIS will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards, consistent with the applicable requirements of the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subparts C & E, and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed in accordance with generally acceptable industry standards to preserve the integrity, availability and confidentiality of both PHI and EPHI, and to prevent intentional or unintentional, non-permitted, uses and disclosures of, PHI and EPHI. INTEGRIS will document and keep these safeguards current.
 4. INTEGRIS and Subcontractors. INTEGRIS shall require each of its subcontractors to provide reasonable assurances, evidenced by written contract, that such subcontractor will comply with substantially the same privacy and security obligations as INTEGRIS with respect to such PHI and EPHI.

5. Minimum Necessary Standard. To the extent required by the “minimum necessary” requirements of HIPAA, INTEGRIS shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

B. Individual Rights.

1. Access. INTEGRIS will, within fifteen (15) business days after Covered Entity’s request, make available to Covered Entity or, at Covered Entity’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies any PHI or EPHI about the individual maintained in a Designated Record Set that is in INTEGRIS’s custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.
2. Amendment. INTEGRIS will within fifteen (15) business days of receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of the PHI or EPHI maintained in a Designated Record Set that is in INTEGRIS’s custody or control, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.
3. Accounting of Disclosures. Within fifteen (15) business days of notice by Covered Entity to INTEGRIS that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), INTEGRIS shall make available to Covered Entity such information as is in INTEGRIS’s possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If INTEGRIS receives a request for an accounting directly from an Individual, INTEGRIS shall forward such request to Covered Entity within ten business days. Covered Entity shall have the sole responsibility to provide an accounting of disclosures to the Individual.
4. Restriction Requests; Confidential Communications. INTEGRIS will comply with any requests for restriction requests and confidential communications of which it is aware and to which Covered Entity agrees pursuant to 45 C.F.R. § 164.522 (a) and (b).
5. Inspection of Books and Records. INTEGRIS will make its internal practices, books, and records, relating to its use and disclosure of PHI or EPHI, available to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. Parts 160-64 or this Agreement.

C. Reporting Obligations.

1. Unauthorized Uses and Disclosures of PHI. If INTEGRIS becomes aware of a use or disclosure of PHI in violation of this Agreement by INTEGRIS or a third party to which INTEGRIS disclosed PHI (“**Unauthorized Use or Disclosure of PHI**”), INTEGRIS shall report the use or disclosure to Covered Entity without unreasonable delay.
2. Security Incidents. INTEGRIS will document as required by 45 C.F.R. Part 164, Subpart C and report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity’s EPHI maintained by Integriss of which INTEGRIS becomes aware (“**Successful Security Incident**”). Such reports will be provided within fifteen (15) business days of when INTEGRIS becomes aware of the

Successful Security Incident. Both Covered Entity and INTEGRIS agree that unsuccessful attempts at unauthorized access or system interference (“**Unsuccessful Security Incidents**”) occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such Unsuccessful Security Incidents as they occur would swamp any potential benefit gained from reporting them. Consequently, both Covered Entity and INTEGRIS agree that this Agreement shall constitute the documentation, notice and written report of such Unsuccessful Security Incidents as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of EPHI or interference with an information system: (i) pings on a Party’s firewall; (ii) port scans; (iii) lost or stolen encrypted hardware, such as laptops; (iv) attempts to log on to a system or enter a database with an invalid password or username (v) denial-of-service attacks that do not result in a server being taken off-line; and (vi) malware (e.g., worms, viruses). If the HIPAA security regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment.

3. Breaches of Unsecured PHI. INTEGRIS shall exercise reasonable diligence to investigate any known or suspected Breaches of Unsecured PHI or EPHI and, upon Discovery of a Breach of Unsecured PHI or EPHI, notify Covered Entity of the Breach in accordance with 45 C.F.R. §164.410 in writing (email is acceptable form of notice) within ten (10) business days of the Business Associate’s “Discovery” (as defined by HIPAA) of such Breach.

D. Termination of Agreement.

1. Termination of Underlying Agreement. This Agreement shall automatically terminate upon the termination of the Underlying Agreement.
2. Right to Terminate for Breach. Covered Entity may terminate this Agreement if INTEGRIS has breached any provision of this Agreement and fails to cure the same following fifteen (15) Business Days written notice thereof from Covered Entity. Any such termination will be effective immediately or at such other date specified in Covered Entity’s notice of termination. Upon termination of this Agreement, the Underlying Agreement shall also be deemed terminated.
3. Obligations upon Termination.
 - a) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, INTEGRIS will return to Covered Entity or destroy all PHI and EPHI in whatever form or medium (including any electronic medium) in accordance with the provisions of the Underlying Agreement. All costs related to the INTEGRIS’s return or destruction of PHI and EPHI will be paid by the Covered Entity. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the

ordinary course of INTEGRIS's information systems procedures, provided that INTEGRIS shall make no further use of such copies and INTEGRIS shall continue to meet the terms of this Agreement. INTEGRIS will identify any PHI or EPHI that cannot feasibly be returned to Covered Entity or destroyed. INTEGRIS will limit its further use or disclosure of that PHI or EPHI to those purposes that make return or destruction of that PHI or EPHI infeasible.

- b) Continuing Privacy and Security Obligations. INTEGRIS's obligation to protect the privacy and security of the PHI and EPHI it created or received for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

E. Obligations of Covered Entity.

1. Covered Entity is obliged to utilize INTEGRIS's services in a way that ensures that Covered Entity is in compliance with the Privacy Rule.
2. Covered Entity shall provide INTEGRIS only with that PHI and EPHI that is required for INTEGRIS to perform its obligations to Covered Entity under the Underlying Agreement.
3. Covered Entity shall notify INTEGRIS of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect INTEGRIS's Use or Disclosure of PHI.
4. Covered Entity shall notify INTEGRIS of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect INTEGRIS's Use or Disclosure of PHI.
5. Covered Entity shall notify INTEGRIS of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect INTEGRIS's Use or Disclosure of PHI.
6. Covered Entity shall not request INTEGRIS to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
7. Covered Entity agrees not to use INTEGRIS's services for the transmission or storage of EPHI, except for that EPHI which meets one or more of the classes of EPHI supported by INTEGRIS as defined in Section A(1)(a).
8. Covered Entity agrees to indemnify and hold harmless INTEGRIS, its directors, officers, shareholders, parents, subsidiaries, affiliates, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from Covered Entity's failure to perform its obligations under this Agreement.

F. General Provisions.

1. Definitions. Capitalized terms in this Agreement not otherwise defined by the Underlying Agreement shall have the same definitions provided under HIPAA and regulations promulgated thereunder. This includes "Protected Health Information" and "PHI," which shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103; "Electronic Protected Health Information" and "EPHI," which shall

have the same meaning as the term “Electronic Protected Health Information” in 45 C.F.R. § 160.103; “Unsecured PHI,” which shall have the same meaning as the term “Unsecured Protected Health Information” in 45 C.F.R. 164,402; “Security Incident,” which shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304; and “Minimum Necessary,” which shall have the meaning set out in 45 C.F.R. § 164.502.

2. Owner of Protected Health Information. INTEGRIS acknowledges that Covered Entity is the exclusive owner of PHI and EPHI generated or used under the terms of the Underlying Agreement or this Agreement, subject to the rights granted in the Underlying Agreement.
3. Intent. The parties agree that there are no intended third-party beneficiaries under this Agreement.
4. Effect. The provisions of this Agreement shall control with respect to the security of PHI, and the terms and provisions of this Agreement shall supersede any conflicting or inconsistent terms and provisions of the Underlying Agreement governing the security of PHI, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This Agreement shall not modify or supersede any other provision of the Underlying Agreement.
5. No Rights to Third Parties. This Agreement shall be enforceable only by Covered Entity and Business Associate. In all other respects, this Agreement is not intended, nor shall it be construed, to create any rights to third-parties.
6. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Oklahoma, without regard to its provisions regarding conflicts of laws.
7. Interpretation/Modification. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with all applicable federal and state privacy and security laws and regulations. If any modification to this Agreement is required by federal or state law affecting this Agreement, or if Covered Entity reasonably concludes in its discretion that an amendment to this Agreement is needed because of a change in federal or state law or a change in industry standards, Covered Entity shall notify Business Associate in writing of such modifications.

In WITNESS WHEREOF, the Parties have executed this Agreement the day first above written.

COVERED ENTITY:

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE:

INTEGRIS HEALTH, INC.

By: _____

Name: _____

Title: _____

EXHIBIT C

SERVICE LEVEL AGREEMENT

A. IH will provide technical and operational support through a live Help Desk support center during Business Hours. Customer will designate one (1) contact per service location with a minimum of two (2) per practice as technical support. Each contact person may call the Help Desk for support during the designated hours listed above, with emergency support available according to INTEGRIS Connect published support guidelines at other hours. Customer will document and promptly report all errors or malfunctions to IH and IH shall respond as set forth in the table below, provided that, if a report is made outside of Business Hours, IH response timeframes shall be tolled until the start of the next Business Day. Customer is solely responsible for Customer Components (including Customer network errors).

Severity Level	Required Response Time*
Level 1 -- an error or malfunction that materially affects any Provider's business, prevents necessary work from being done, disables any major function of the Software, or materially impairs any Provider's use of any major function of the Software.	IH shall acknowledge the report within 30 minutes and shall thereafter use commercially reasonable efforts to resolve or find a work around for the issue.
Level 2 -- an error or malfunction other than a Level 1 error or malfunction that affects any Provider's operations (i.e. and entire department or team) or a Level 1 error or malfunction for which IH has provided a work-around that Customer has accepted in writing.	IH shall acknowledge receipt of the report within 30 minutes and shall thereafter use commercially reasonable efforts to resolve or find a work around for the issue.
Level 3 -- an isolated or minor error or malfunction that (a) does not significantly affect the Software's functionality, (b) does not impair any essential Software function, (c) does not materially affect any Provider's use of the Software, and (d) has not more than a miniscule effect on the operations of Customer's business.	IH shall acknowledge receipt of the report within 16 business hours (2 business days) and shall thereafter use commercially reasonable efforts to resolve or find a work around for the issue.
Level 4 —Issue affects 1 person.	IH shall acknowledge the report within 24 business hours (3 business days) and shall thereafter use commercially reasonable efforts to resolve or find a work around for the issue.

B. Travel Support. Any support requiring IH Personnel to travel to Customer's location shall be billed on a time and materials basis, plus reimbursement for Travel Expenses, unless such support is required because of the action or inaction of IH.

ATTACHMENT A

[ATTACHED]

SAMPLE