

Cloud Services Warranty Disclaimer

The following terms are incorporated into all Cloud Services Agreements:

Warranty Disclaimer. THE PROVISIONS OF SECTION 8.A (WARRANTIES) CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF COMPANY'S WARRANTIES UNDER THIS AGREEMENT. EXCEPT AS SET FORTH IN SECTION 8.A. OF THIS AGREEMENT AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, ALL SERVICES, INCLUDING THE CLOUD SERVICES AND PROFESSIONAL SERVICES, AND THE COMPANY SOFTWARE COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE OTHER WARRANTY DISCLAIMERS REFERENCED IN THE SCHEDULE(S). Company does not and cannot control the flow of data to or from Company's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Company agrees to use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events. However, Company cannot guarantee that such events will not occur. Accordingly, Company disclaims any and all liability resulting from or related to such events. This exclusion also applies to any of Company's subcontractors, suppliers, licensors and program developers (collectively, "Suppliers").

No Practice of Medicine; High Risk Activities.

i. **No Practice of Medicine.** Customer understands and agrees as follows:

A. Company and its Affiliates are not engaged in the practice of medicine. The Cloud Service is an information tool only and not a substitute for competent medical advisors. All medical practice management and patient care decisions made in which the Cloud Service, including any Company Software Components or other Services provided by Company, may be utilized, and the consequences of such decisions, will be exclusively the responsibility of Customer, as well as physicians and other practitioners with privileges at Customer's licensed facilities.

B. Company and its Affiliates shall not be liable to Customer or any third parties for any claims that improper medical treatment resulted from Customer's use or reliance upon the Cloud Service or the Company Software Components.

Customer is solely responsible for the accuracy and adequacy of the information and data furnished for processing by the Cloud Service or the Company Software Components.

C. The successful operation of the Cloud Service including the Company Software Components is dependent on Customer's use of proper procedures and systems and input of correct data.

Customer has sole responsibility for protecting and backing up the data used in connection with or furnished for processing by the Cloud Service or the Company Software Components.

D. The Cloud Service, including the Company Software Components, are intended only for the electronic transfer, storage, or display of medical data, or the electronic conversion of such data from one format to another in accordance with a preset specification, as specified in the relevant product manual. They are not intended to be used for active patient monitoring, controlling, or altering the functions or parameters of any medical device, or any other purpose relating to data obtained directly or indirectly from a medical device other than the transfer, storage, and conversion of such data from one format to another in accordance with preset specifications.

ii. **High Risk Activities.** Customer acknowledges that the Software is not designed, developed, or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Company specifically disclaims any express or implied warranty of fitness for High-Risk Activities.