

## SOFTWARE LICENSE AND SERVICES AGREEMENT

InterOperability Bidco, Inc. ("**Rhapsody**") has developed offerings under which Rhapsody makes Rhapsody's proprietary software available as an on-premise solution, or hosted by you, and You ("**Customer**") wish to receive access, and allow access to its Affiliates and Subsidiaries, to the solution.

This Software License and Services Agreement ("**Agreement**") sets forth the terms and conditions under which Rhapsody will make the Rhapsody software available to Customer through the Azure Marketplace as a Public Offering. If the Customer chooses to go through a private offering to license Rhapsody's Software, that agreement, including any commercial details within, will supersede and replace entirely the terms of this Agreement.

This Agreement, including the Base Terms and Conditions, the initial Schedule attached hereto and additional Schedules entered into from time to time after that, Exhibits (whether referenced or attached to the Base Terms and Conditions or a Schedule), and applicable Transaction Documents, constitutes the complete agreement between Customer and Rhapsody with respect to these transactions. It replaces any prior proposals, agreements, negotiations, correspondence, and all other communications, whether written or oral, between the parties.

Except as otherwise expressly stated in this Agreement, all notices required to be given under this Agreement will be given in writing, and sent to the recipient party's address stated above, unless otherwise changed in writing. All notices will be given by certified (or registered) mail or overnight carrier. Such notices will be deemed given on the date of receipt of delivery of said notice.

By clicking on the appropriate acceptance button in the Azure Marketplace, Customer and Rhapsody agree to the terms of this Agreement.

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## Base Terms and Conditions

### 1. Definitions.

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with Company or Customer. Customer’s rights in this Agreement related to an Affiliate will continue only for so long as such affiliation continues to exist.

“**Current Integration Network**” refers to the entity of the Customer who accepts the terms of this Agreement on the Azure Marketplace. The Customer who accepts these Agreement terms is permitted to use the Software as set forth herein and as further defined in the Initial Schedule.

“**Deliverable**” means any literary work and other work of authorship (other than the Software) that Company delivers to Customer in the course of providing Professional Services.

“**Documentation**” means user manuals that describe the functions, operation, and use of the Software, and that Company makes generally available to licensees of the Software, whether in printed or electronic format.

“**Embedded Software**” has the meaning set forth in Section 3.c (“Embedded Software”).

“**Error**” means any material defect or malfunction in the Software that causes the Software not to conform in material respects with Company’s current published specifications for the Software, provided that such nonconformance interferes with the usability of the Software, and Company is unable to provide Customer with a workaround.

“**Installation Location**” refers to the location at which the Software is to be installed, as designated in the applicable Transaction Document.

“**License Type**” means the type of license (for example, perpetual or subscription/term-limited) granted by Company to the Software.

“**Number of Units**” means for each Order for Software the entitlement as designated or defined in the applicable Transaction Document.

“**Optional Feature**” refers to a feature to the Software, whether existing or newly added, which is offered by Company for an additional charge.

“**Order**” means any written purchase order, whether in physical or electronic form, for Software or Services delivered or otherwise transmitted to Company by Customer.

“**Professional Services**” refers to configuration, interface development, training, and other professional services provided by Company to Customer.

“**Services**” refers to Professional Services and Support Services, collectively.

“**Software**” means whole or partial copies of (a) the object code form of the Company software products identified in a Schedule, (b) related licensed materials including Documentation, and transaction schemas and related message format configuration artifacts, and (c) Updates provided under warranty or Support Services.

“**Software Use Restrictions**” are specified on the applicable Schedule. The Software Use Restrictions include the scope of use of the Software for which Customer is licensed.

“**Specifications**” means the functional and technical portions of the Documentation that provide information specific to the Software.

“**Support Services**” means Company’s standard support and maintenance services for the Software.

“**Transaction Documents**” has the meaning set forth in Section 2.a.iii (“Transaction Documents”).

“**Updates**” are corrected or modified versions of the Software, including enhancements, modifications, error corrections, fixes, patches, and new releases if and when made available by Company as part of Support Services.

### 2. Agreement Structure and Ordering Process.

a. **Structure of the Agreement.** This Agreement sets forth the terms and conditions which apply to any procurement by Customer of Software and Services from Company. The Agreement consists of the following:

i. **Base Terms and Conditions.** These **Base Terms and Conditions** define the basic terms and conditions which govern the relationship between Customer and Company.

ii. **Addenda.** If a Software product or Services have terms in addition to those specified in this Agreement, those additional terms will be set forth in a document called an **Addendum**. Each Addendum must be signed by both parties.

iii. **Transaction Documents.** **Transaction Documents** consist of Schedules, Statements of Work, and Supplemental Documents.

A. **Schedules** contain details confirming each Order by Customer of Software and Services, including applicable pricing and other terms. Except with respect to the Initial Schedule attached to this Agreement, Customer and Company agree to a Schedule by signing it.

B. **Statements of Work** describe the Professional Services (for example, the scope of the Services, responsibilities, Deliverables, the term (including the start and end date) during which the Professional Services will be provided, estimated schedule, and tasks) to be provided by Company to Customer. Customer and Company agree to a Statement of Work by signing it.

C. **Supplemental Documents** include Company's invoices, informational exhibits, and Support Services policies. Supplemental Documents do not need to be signed by either party.

b. **Order of Precedence.** If there is a conflict among the terms of the various documents, Statements of Work and Supplemental Documents prevail over Schedules and Addenda, Schedules prevail over Addenda, and Addenda terms prevail over the Base Terms. Any additional or different terms in an Order from those contained in this Agreement are void.

c. **Changes to the Agreement.** Company may change the terms of an informational exhibit or Support Services policies effective on written notice to Customer which written notice may include posting such changed exhibit or policy on Company's web site. Otherwise, except as expressly set forth herein, for a change to the Agreement to be valid, the change must be agreed to in a writing signed by both parties.

d. **Acceptance of an Order and of Additional Terms.**

i. **Company's Acceptance of an Order for Software or Services.** An Order for licenses to Software or for Services becomes subject to this Agreement when the Transaction Document reflecting the Order is signed by both Customer and Company or Company accepts the Order by making the Software ordered available to Customer or providing the Services which were ordered to Customer.

ii. **Customer's Acceptance of Additional Terms.** Customer accepts the additional Terms in an Addendum or a Transaction Document by (A) signing the Addendum or Transaction Document, (B) using the Services or downloading or using the Software (or allowing others to do so), or (C) making any payment for the Services or Software licenses.

**3. Software License Grant and Limitations.**

a. **License Grant.** Subject to the terms and conditions of this Agreement, including payment of fees due, Company grants to Customer, as of the date specified on the applicable Schedule, a non-exclusive, non-transferable (except in connection with a permitted assignment), revocable (solely in accordance with Section 13.c ("Effect of Termination")), non-sublicensable license to use the Software specified in the applicable Schedule for Customer's internal operations. The scope of use applicable to the Software, including the License Type, Software Use Restrictions including the Number of Units and Installation Location, license term (if applicable), and any additional or different license terms which apply, will be specified in the applicable Schedule.

b. **Use of the Software by Employees and Authorized Third Parties.**

i. **Use by Third Parties.** The license granted under this Agreement includes the right for Customer to permit its contractors and service providers (each, an "**Authorized Third Party**") to use the Software on Customer's behalf in the course, and solely for the purpose, of performing services for Customer to accomplish Customer's internal business purposes.

ii. **Access Restrictions.** Customer is responsible for (A) ensuring that each Software user has access restrictions appropriate to that user's position, and (B) maintaining the confidentiality and security of its passwords. Customer agrees to employ any security and authorization capabilities offered within the Software relating to access to patient data. Customer will be fully liable for all actions of its employees and Authorized Third Parties, and any failure to comply with this Agreement.

iii. **Customer's Obligations regarding Security of the Software.** Customer acknowledges that the Software is not a security software product and does not offer protection against the transmission of viruses, hacking or other attempts to gain unauthorized access to Customer's network or third party software product with which the Software interfaces. Customer agrees to install and maintain appropriate security solutions to avoid unauthorized access to its network, including adequate firewall, intrusion detection, anti-virus and security solutions in accordance with applicable laws.

c. **Embedded Software.** The Software may contain third party software (including open source software) that is licensed upon separate license terms or open source software that is licensed under this Agreement ("**Embedded Software**"). Any separately applicable license terms for Embedded Software will be made available when Company provides Customer with a license key to the Software or otherwise upon request. Notices related to third party open source software licensed under this Agreement are included for information only. Notwithstanding anything in this Agreement to the contrary, including especially Sections 8.a and 10.a, Company makes no warranty, provides no indemnity, and has no liability with respect to any Embedded Software.

d. **Software Usage Data.** Customer authorizes Company to collect and use data relating to Customer's use of the Software (including the amount of data flowing through the Software) ("**Software Usage Data**") to perform statistical analysis and modeling, and produce insights (collectively, "**Data Analytics**") for customers; to prevent or address service, support or technical problems and requests; and for general product improvement purposes. Customer will make Software Usage Data available to Company by

enabling the Data to be transmitted through Customer's firewalls, proxies, or other Customer network security.

**e. Limitations.** Any use of the Software not expressly permitted by this Agreement is prohibited. Customer will not: (i) install or configure the Software other than in accordance with the Specifications and the Software Use Restrictions, (ii) transfer the Software except in connection with a permitted assignment pursuant to Section 13.c, (iii) use the Software to process (or permit the Software to process) data for any third party, (iv) lease, sublicense, sell, distribute, transfer, encumber, rent, or grant other rights in the Software or engage in service bureau work, application or "cloud" service provider services or other commercial hosting or time-sharing arrangements with respect to the Software, (v) take any action that would cause the Software to be placed in the public domain, or (vi) except as permitted under Section 3.b ("Use of the Software by Employees and Authorized Third Parties") with respect to Authorized Third Parties, permit any third parties to use the Software. In addition, Customer will not reproduce, modify, translate, decompile, disassemble, reverse engineer, or distribute the Software in any form or by any means. Customer may not disclose the results of any benchmark test of the Software to any third party.

**f. No Other License.** All rights, title, and interest in and to the Software and Deliverables (collectively "**Protected Materials**"), including all intellectual property and proprietary rights in connection with the Protected Materials, are and will remain with Company. Except as expressly set forth in this Agreement, no rights or implied licenses in the Protected Materials are granted to Customer by this Agreement.

#### **4. Support Services.**

**a. Description of Support Services.** Commencing on the date set forth in the applicable Schedule, Company will provide Customer with Support Services under Company's Support Services policies in effect on the date such Services are ordered for the fees specified in the applicable Schedule. A current copy of Company's Support Services policies as of the Effective Date is attached as an Exhibit ("Description of Support Services"). Company may change this Exhibit on written notice (which may include posting the changed Exhibit in Company's support portal) if the proposed changes provide for standards of service that are at least as beneficial to Customer as those provided in the then-current Exhibit. Support Services for Software licenses purchased subsequent to Customer's initial purchase will be co-terminated with Support Services applicable to the licenses initially purchased by Customer. All maintenance and support solutions, including Updates, constitute Software and are subject to this Agreement. If Customer purchases Support Services, Customer must purchase Support Services for all quantities of the Software products that it has licensed. Each license grant is incremental to all prior license grants and consequently each grant is subject to additional Support Services.

**b. Renewal of Support Services.** Unless either party terminates Support Services upon 90 days' written notification to the other prior to the end of the current twelve month Support Services period (each, a "Support Period"), Support Services will renew automatically on an annual basis in advance while this Agreement is in effect. Company will provide Customer with reasonable notice of Support Services fees due for the next subsequent Support Period. If Support Services are terminated, Customer may reinstate them at a later time by paying the charges for such Services then in effect for the next Support Period, annual Support Services fees for the Support Periods during which Support Services were terminated, and an additional reinstatement fee, as determined by Company.

#### **5. Provision of Professional Services.**

**a. Description of Professional Services.** Company makes Professional Services available under a Statement of Work or on demand, as follows:

**i. Professional Services Performed pursuant to a Statement of Work.**

**A. Statements of Work Generally.** Except with respect to On-Demand Professional Services described in Section 5.a.ii ("On-Demand Professional Services Option"), each time Customer requests that Company provide Customer with Professional Services, Company will provide Customer with a proposed Statement of Work which describes the Professional Services to be supplied by Company. Each Statement of Work must be signed by both parties and will also include the obligations of each party, fees for the Professional Services, and other applicable terms. If a Statement of Work contains an estimated schedule, each party agrees to make reasonable efforts to carry out its responsibilities according to that schedule.

**B. Acceptance of Professional Services.** Acceptance of Professional Services will be deemed to occur unless Customer notifies Company in writing of any material nonconformities of the Services with the applicable Statement of Work within ten business days after Company has provided the Services to Customer ("Acceptance Period"). In that event, Customer will provide sufficient documentation to enable Company to understand the reasons Customer believes the Professional Services are nonconforming and other pertinent details. Company will use commercially reasonable efforts to correct the nonconformities and make such correction available to Customer for acceptance testing as provided above. Acceptance will also be deemed to occur if the Professional Services or Deliverables are put to productive use on behalf of or by Customer.

**C. Modifications to the Statement of Work.** Either party may modify a Statement of Work for Professional Services on ten business days' written notice to the other. When the parties agree to change a Statement of Work, Company will prepare a written description of the agreed-upon change to the Statement of Work which must be signed by both parties. Any change in the Statement of Work may affect the charges, estimated schedule, or other terms.

D. **Termination of a Statement of Work.** Either party may terminate a Statement of Work for Professional Services on ten business days' written notice to the other. Upon termination, neither party will have any obligation to the other on account of such termination except that Customer will pay Company for Professional Services satisfactorily rendered and non-recoverable travel or travel-related expenses incurred through the date of termination.

ii. **On-Demand Hourly Professional Services Option.** Company's On-Demand Hourly Professional Services option provides Customer with the ability to receive assistance or consulting support on an ad hoc basis. On-Demand Hourly Professional Services are performed on a time and materials basis at Company's current rates or as otherwise set forth in this Agreement and are deemed accepted upon delivery. The charges for On-Demand Hourly Professional Services are calculated by multiplying actual hours by the rate per hour (plus expenses, if applicable).

b. **License to Use Deliverables.** All Deliverables are owned by and remain the Confidential Information of Company including any work product and intellectual property or other rights in the Deliverables. Subject to full payment by Customer of the Professional Services fees, Company hereby grants Customer a non-exclusive license to use the Deliverables solely in connection with its use of the Software to the same extent and pursuant to the same terms and conditions as provided in this Agreement for the Software. Deliverables obtained during Customer's attendance at or participation in any Company training programs, unless otherwise agreed in a Statement of Work or Schedule, are limited to the one copy received by each registered attendee.

6. **Customer's Other Responsibilities.** Company's performance of Services is contingent upon Customer's timely and effective performance of its responsibilities, decisions, and approvals, and Company may rely on Customer decisions and approvals. Customer is responsible for the results obtained from the use of the Software and Services. Customer agrees to cooperate with Company's personnel with respect to any reasonable request made for the purposes of Company fulfilling its Services obligations. Customer will ensure that its personnel involved in the Services are suitably qualified with sufficient skills and expertise in the software applications and business practices used by Customer. Company typically provides Services from its locations. However, where the parties have agreed otherwise (for example, in the applicable Statement of Work), Customer agrees to provide Company, at no charge, with safe and sufficient access to and use of its facilities including a suitable technical environment and necessary operating software and communications resources, system and user documentation, office space, personnel, and services as reasonably required by Company to enable it to fulfill its obligations under this Agreement.

## 7. **Delivery of the Software; Fees and Payment Terms.**

a. **Delivery of the Software; License Keys.** Software will be delivered electronically and delivery deemed complete when made available to Customer. Company may include features that restrict or eliminate the use of the Software until Company receives full payment.

b. **Fees.** Customer agrees to pay Company (i) the fees set forth in the applicable Schedule for the licenses conveyed in, and Support Services provided under, this Agreement, and (ii) for Professional Services as specified in the applicable Statement of Work (except that On-Demand Hourly Professional Services will be billed as described in Section 5.a.ii). Any extension in Customer's rights of use, including any additional licenses, will require the payment of additional fees in accordance with Company's then current terms and fees. Company may increase its fees by notifying Customer in writing (which may be by email, in an invoice, or, for new purchases, in a quotation) of the change except that changes in existing, recurring fees will not apply until the next subsequent twelve month. Changed rates applicable to Professional Services will apply to any Statement of Work entered into after the effective date of the increase but will not affect the rates for Professional Services provided under a Statement of Work signed before the effective date, except as Company and Customer otherwise agree. Except as expressly set forth in Section 8.a ("Warranties"), all fees and charges paid under or in connection with this Agreement are non-refundable and no right of setoff exists.

c. **Reimbursement of Expenses.** Customer agrees to reimburse Company for reasonable and actual travel and living expenses incurred in the performance of Services provided such expenses have been pre-approved by Customer. In preapproving expenses, Customer will comply with its travel policies.

d. **Additional Payment Obligations.** All payments will be made in the currency set forth in the applicable Transaction Document. Fees are due within 30 days from receipt of Company's invoice (or as otherwise set forth in the invoice). Any payment not received from Customer by the due date will be a material breach of this Agreement and Company will be entitled to suspend any or all of its performance obligations under this Agreement. In addition, past due amounts are subject to a service charge equal to the lesser of (i) one and one-half percent per month or (ii) the maximum rate allowed by law. However, late fees will not apply to the extent a payment is the subject of a good faith dispute between the parties provided that Customer has notified Company of the dispute in writing and is working with Company to expeditiously resolve the dispute. Customer will also reimburse Company for all reasonable and actual costs incurred by Company in collection of delinquent amounts not subject to a good faith dispute.

e. **Taxes.** Amounts charged by Company do not include applicable taxes, VAT, or similar fees now in force or enacted in the future resulting from any transaction under this Agreement. Customer is responsible for all such amounts and will pay them in full (except for taxes based on Company's net income). If Company has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides a valid tax exemption

certificate authorized by the appropriate taxing authority.

**f. Verification of Customer's Compliance.** During the Agreement Term and for a period of two years following its termination, Customer agrees to create, retain, and provide to Company accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Customer's use of the Software is in compliance with this Agreement, including, without limitation, the Software Use Restrictions. Upon reasonable notice, Company may, at its expense and not more frequently than once per calendar year, verify Customer's compliance with this Agreement at all sites and for all environments in which Customer uses (for any purpose) Software subject to this Agreement, and Customer agrees to reasonably cooperate with Company. The verification will take place during Customer's normal business hours and will be conducted in a manner that minimizes disruption to Customer's business operations. Company may use an independent auditor to assist with such verification, provided Company has a written confidentiality agreement in place with such auditor. If any verification reveals use of the Software greater than the use permitted under this Agreement for or underpayment of amounts due under this Agreement, Customer will remit additional amounts due within fifteen days of receipt of Company's invoice together with interest with respect to any such overdue payments equal to the lesser of (i) one and one-half percent per month or (ii) the maximum rate allowed by law. The expenses of any such audit will be paid by Company unless the audit reveals an underpayment by Customer of greater than 5%, in which case Customer will also pay all reasonable audit costs within fifteen days of written notice.

## **8. Warranties; Warranty Disclaimer.**

### **a. Warranties.**

i. Software. Company warrants that:

A. for a period of 30 days after Company makes the first copy of a Software product available to Customer ("Warranty Period"), the Software will substantially conform to the Specifications. If the Software fails to perform as warranted, and Customer reports such failure in writing to Company within the Warranty Period, Company will correct or replace the Software as soon as practicable so that it performs as warranted,

B. it has the right to enter into and grant the licenses described in this Agreement, and the Software does not infringe any third party's patents, copyrights, or trade secret provided that the remedy for any breach of this warranty is the indemnification specified in Section 10 ("Indemnification"), and

C. the Software will be free of viruses and other malicious code ("Malicious Code") at the time Company makes the Software available to Customer for download. If Malicious Code is introduced into Customer's computer systems by the Software and Customer notifies Company of same within ten days after Company makes the Software available to Customer with sufficient documentation to validate Customer's belief that such Malicious Code was introduced into Customer's computer system by the Software, Company will, at its own expense, repair or replace the Software, and assist and work with Customer, at Customer's direction, to remediate the damage caused by the Malicious Code, provided that Customer has taken all prudent business measures to prevent introduction of any such Malicious Code into its computer systems, and to minimize the effects of any such Malicious Code.

ii. Support Services. Company warrants that it will provide Support Services in a workmanlike manner so that the Software will continue to perform substantially in accordance with the then applicable Specifications. If Company fails to do so, and Customer reports such failure to Company promptly after the performance of such Services, Company will re-perform the Services.

iii. Professional Services Performed pursuant to a Statement of Work. Company warrants that it will perform Professional Services in a workmanlike manner and in accordance with the applicable Statement of Work. If Company fails to do so, and provided Customer has notified Company in writing of such failure within ten business days after Company has provided the Professional Services to Customer, Company will re-perform the Services as described in Section 5.a.i.B ("Acceptance of Professional Services"). If Company is unable to do so within a reasonable period of time, Customer may terminate the affected Statement of Work and Company will refund to Customer amounts paid by Customer for the nonconforming Professional Services under the Statement of Work (in which event Customer will have no right to use any Deliverable prepared or delivered under that Statement of Work).

**b. Exclusions, and Conditions and Limitations of Services.** Company has no obligation to render warranty or Support Services with respect to Errors in the use or functioning of the Software caused by any (i) hardware or software product (including but not limited to operating systems, networks, and third party software) not provided to Customer by Company, (ii) use of the Software inconsistent with the Documentation or other than as permitted in this Agreement, or (iii) modification of the Software by any person or entity other than one authorized by Company (including, without limitation, any modifications to Software which by their nature and functionality are modifiable by Customer). If Company provides Services for any Error caused by any of the foregoing or for troubleshooting with respect to any of the foregoing, or if Company's Support Services efforts are increased as a result, Company reserves the right to impose charges at its then standard commercial time and materials rates for all such services, including travel and per diem expenses. The Company customer service representative will notify a caller as soon as the billable status of the call is determined. The caller may terminate the call at that time without charge.

c. **Warranty Disclaimer.** THE PROVISIONS OF THIS SECTION 8 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF THE WARRANTIES FOR SOFTWARE AND SERVICES. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, COMPANY AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, "SUPPLIERS") HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTY OF NONINFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. To the maximum extent permitted under applicable law, the parties agree that the application of any local legislation prohibiting misleading and deceptive conduct or representations do not apply with respect to the supply of the Software and the Services.

d. **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 Software is an information tool only and is not a substitute for competent medical advisors. All medical practice management and patient care decisions made in which the Software or Services 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 Software or Services.

C. Customer is solely responsible for the accuracy and adequacy of the information and data furnished for processing by the Software or Services.

D. The successful operation of the Software is dependent on Customer's use of proper procedures and systems and input of correct data.

E. Customer has sole responsibility for protecting and backing up the data used in connection with or furnished for processing by the Software or Services.

F. The Software and Services 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. The Software and Services 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.

9. **Confidentiality.**

a. **Definition of Confidential Information.** "Confidential Information" means all confidential and proprietary information of a party (as the disclosing party) disclosed to the other party (as the receiving party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, all regulatory, commercial, financial (including pricing information), administrative and technological information of either party and any information concerning this Agreement. Confidential Information does not include any information that, without breach of any obligation owed to the disclosing party: (i) is or becomes generally known to the public, (ii) was known to the receiving party prior to its disclosure by the disclosing party, (iii) was independently developed by the receiving party without breach of this Agreement, or (iv) is received from a third party. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will provide the disclosing party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

b. **Personal Information.** Personal information, if any, shared with Company by Customer (including of Customer patients) will not be used, disclosed, accessed or modified in violation of applicable local privacy laws to the extent such activity is conducted by Company or its third party suppliers as part of the Services. Customer acknowledges it remains solely responsible under local privacy laws, and that it must co-operate with Company, to ensure compliance in relation to the handling of personal information, including the initial collection of personal information from its customers and the transmission of personal information to Company. Customer agrees to comply with Company's reasonable information handling requirements and policies and protocols designed for this purpose and communicated to Customer. Company reserves the right to charge Customer for any material effort of Company required to remedy violations of applicable privacy laws or the Information Handling Protocols attributable to Customer including the improper transmission of customer data to Company).

c. **Obligations regarding Confidential Information.** The receiving party will (i) protect the confidentiality of the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care), (ii) not use any of the disclosing party's Confidential Information for any purpose outside the scope of this Agreement, except with the disclosing party's prior written consent, (iii) disclose Confidential Information of the disclosing party only to those of the receiving party's employees, consultants and contractors who have a need to know such information and who have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement, and (iv) promptly notify the disclosing party if it becomes aware of any actual or suspected breach of confidentiality of the disclosing party's Confidential Information. The receiving party will be liable for any breach of the obligations of confidentiality by its employees, consultants or contractors.

d. **Injunctive Relief.** In the event of a breach (or threatened breach) by the receiving party of any of its obligations regarding the disclosing party's Confidential Information, the disclosing party will be entitled to seek injunctive relief in addition to any other remedies available to it.

e. **Logo and Name.** Notwithstanding the foregoing, Company may state publicly or list in announcements, presentations or other marketing materials the fact that Customer is a licensee of the Software.

#### 10. Indemnification.

a. **Indemnity.** Company will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Software infringes or misappropriates that party's patent, copyright, trade secret or trademark ("IP Claim"). In addition to Company's obligation of indemnification, if the Software becomes or, in Company's opinion, is likely to become the subject of an IP Claim, Company may, at its option, either procure for Customer the right to continue using the Software or replace or modify the Software to make it non-infringing. Company may terminate the license for the Software and, if Customer had purchased a perpetual license to the Software, refund to Customer the price paid Company for such Software depreciated on a five year straight line basis.

b. **Conditions to Indemnity.** To qualify for indemnification under this Agreement, Customer must (i) promptly give written notice of the IP Claim to Company, (ii) give Company sole control of the defense, negotiation, compromise and settlement of the IP Claim; provided however, that any such settlement does not impose any obligation of payment or admission of guilt, or any other material obligation (except customary obligations of confidentiality) on Customer without Customer's prior written consent, and (iii) provide Company with all reasonable assistance for the defense or settlement of the IP Claim. Customer may elect to participate in any such action with an attorney of its own choice and at its own expense.

c. **Exceptions.** Company's indemnification obligations will not apply to any claim of infringement resulting from: (i) the combination of the Software with other products or services (to the extent that the claim is based upon such combination), (ii) use of the Software if it has been modified or otherwise changed by a party other than Company if such claim would not have arisen without such modification or change, (iii) use of the Software in a manner not authorized by this Agreement or provided for in the Documentation, or (iv) use of other than the most current release of the Software within a reasonable period of time after Company has notified Customer that the claim may be avoided by use of the most current release of the Software.

d. **Entire Obligation.** The foregoing states Company's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to any violation of a third party's intellectual property rights or other claim of infringement.

#### 11. Liability Limitation.

a. **Limitation of Liability.** Except with respect to liability arising from Customer's breach of the license grants and limitations in Sections 3 ("Software License Grant and Limitations") or 5.b ("License to Use Deliverables"), either party's breach of Section 9 ("Confidentiality"), Company's obligation of indemnification under Section 10 ("Indemnification"), Customer's obligations of payment or any liability that may not be excluded under applicable law (collectively, "Excluded Items"):

i. the aggregate liability of each party, including its Affiliates, to the other from any cause whatsoever, whether for breach of contract or other default, negligence, misrepresentation, or other contract or tort claim, is limited to the amount of any actual direct damages or loss, up to:

- A. the Professional Services fees (for Professional Services claims),
- B. the fees for Support Services (for support claims) or
- C. the license or subscription fees (for Software-related claims),

in each case, limited to the amounts actually paid by Customer during the twelve month period immediately preceding the events giving rise to the claim, and

ii. in no event will either party be liable for any special, incidental, indirect, exemplary, punitive or consequential damages, including but not limited to those for business interruption or loss of profits, even if such party knew or should have known of the possibility of such damage.



**b. Loss of Data; Third Party Claims.** In no event will Company be liable for (i) loss of, or damage to, Customer's records or data, or (ii) third party claims against Customer for losses or damages (other than those for which Company indemnifies Customer as set forth in Section 10 ("Indemnification")).

**c. Limitation of Liability is Cumulative.** This limitation of liability is cumulative, with all expenditures and payments made or other liability under this Agreement (except with respect to the Excluded Items) being aggregated to determine satisfaction of this limit. The existence of more than one such claim will not enlarge this limit in any respect. The limitations set forth in this Agreement also apply to Company's Suppliers. It is the maximum for which Company, and its Suppliers are collectively responsible.

## **12. Term; Termination.**

### **a. Term.**

i. **Agreement Term.** This Agreement commences on the Agreement Effective Date, which is the date upon which Customer clicks on the appropriate acceptance button in the Azure Marketplace and remains in effect until all Schedules and Statements of Work entered into by the parties have expired or been terminated unless earlier terminated as set forth herein ("Agreement Term").

ii. **Schedule Term.** The initial term applicable to each Schedule means the period which commences on the Schedule Effective Date specified in the relevant Schedule and continues for the initial term specified in that Schedule (each, an "Initial Schedule Term") and, if none is specified, the Initial Schedule Term will be for a period of twelve months from the Schedule Effective Date. Upon expiration of the Initial Schedule Term, the Schedule will extend for successive twelve month periods (each of which is referred to as an "Extension Schedule Term" and, together with the Initial Schedule Term, is referred to as the "Schedule Term") unless one party elects to terminate the Schedule by giving the other party at least 90 days' written notice prior to the end of the Initial Schedule Term or any Renewal Schedule Term.

**b. Termination.** Either party may terminate this Agreement and/or any or all applicable Schedules and Statements of Work upon 30 days' written notice to the other party if the other party materially breaches this Agreement and fails to cure the breach within 30 days after delivery of the written notice. Statements of Work and Schedules may also be terminated as set forth in this Agreement. Either party may terminate this Agreement upon written notice to the other when there are no Schedules or Statements of Work in effect under it.

**c. Effect of Termination.** Upon any termination of a Schedule, all term-limited, subscription licenses to Software granted under that Schedule will also terminate. Perpetual licenses granted to Customer prior to termination of a Schedule or this Agreement will remain in effect unless Company terminates for Customer's breach. Upon any such termination, Customer will: (i) immediately stop using the Software, and (ii) return to Company or destroy, as described above, the original and all copies of the Software. In addition, upon any termination of this Agreement, each party will return to the other the original and all copies of the Confidential Information in the other's possession, custody or control or, in lieu of returning such Confidential Information, destroy all copies of such Confidential Information, and certify to such destruction in a writing signed by its officer. With respect to any Confidential Information of the disclosing party regarding which return or destruction is not feasible, the receiving party will continue to maintain its confidentiality in accordance with the terms of this Agreement.

**d. Survival.** Customer's obligation to pay Company amounts due hereunder will survive any expiration or termination of this Agreement. The terms of any other Sections that by their nature are intended to extend beyond termination, including Sections 3 ("Software License Grant and Limitations") or 5.b ("License to Use Deliverables") with respect to perpetual licenses to the Software (unless terminated as described in Section 12.c ("Effect of Termination"), 8.d ("Warranty Disclaimer") and 8.e ("No Practice of Medicine; High Risk Activities"), 9 ("Confidentiality"), 10 ("Indemnification"), 11 ("Liability Limitation"), 12 ("Termination") and 13 ("General Provisions") will survive termination of this Agreement for any reason.

## **13. General Provisions.**

**a. Certifications.** Any certification, regulatory approval or filings required (such as, but not limited to, site registration, device listing, medical device reporting, 510(k) Premarket Notification, and proof of adherence to Good Manufacturing Practices) are exclusively the responsibility of Customer. Company has no obligation to provide assistance in any form with respect to any such review, documentation, or filings.

**b. Governing Law.** This Agreement is governed by the laws of the country specified in the applicable Transaction Document, without giving effect to its conflict of laws principles. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act applies to this Agreement. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

**c. Assignment.** Customer may not assign this Agreement to any third party without the prior written consent of Company; provided, however, that Customer may, without the prior consent of Company but upon written notice and payment of the fees referenced in this Section, assign all of its rights under this Agreement to: (i) an entity that controls, is controlled by, or is under common control with Customer, (ii) a purchaser of all or substantially all of Customer's stock or assets, or (iii) a third party

participating in a merger or other corporate reorganization in which Customer is a constituent corporation. In addition, Company will be entitled to increase the fees that it charges Customer following any such assignment if the scope of use applicable to the Software as licensed under any Schedule changes. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any other purported attempt to do so is void.

**d. Insurance.** During the Agreement Term, Company will maintain reasonable levels of public liability and professional indemnity insurance coverage, in each case for amounts and at levels of coverage and deductibles that are consistent with prudent commercial practice applicable to the scope and nature of the liabilities assumed under this Agreement. Upon Customer's request, Company will provide Customer with evidence to the reasonable satisfaction of Customer that Company continues to maintain the insurance described in this Section.

**e. Independent Contractors; Supervision of Personnel.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement. Company is responsible for the supervision, direction, and control of its personnel engaged in providing Services under this Agreement.

**f. Suggestions.** Customer may from time to time provide suggestions, comments or other feedback ("Feedback") to Company with respect to the Software or Services. Company is free to use the Feedback for any purpose, without obligation.

**g. Export Compliance.** Software, Services, Documentation, Deliverables and related technical data, are subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations of other countries. Customer hereby agrees not to export or re-export or provide access to the Software, Services, Documentation, and Deliverables in any form in violation of any applicable export or import laws of any jurisdiction.

**h. Government Use.** If the Software, Services, Documentation, or Deliverables are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Services, or any related documentation of any kind, including technical data, manuals or Deliverables, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Deliverables, and any Company Services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Deliverables by the Government is further restricted as set forth in this Agreement and any amendment to this Agreement.

**i. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) if the delay or failure arises from any cause or causes beyond that party's reasonable control.

**j. Publicity.** Notwithstanding anything to the contrary in this Agreement, Company may state publicly or list in announcements, presentations or other marketing materials the fact that Customer is a subscriber to and user of the Software and other Services of Company as an indication of Company's experience and Company may make a factual disclosure relating to the signing of this Agreement.

**k. Waiver; Severability.** A party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

**Exhibit A**  
**to Software License and Services Agreement**  
**Description of Support Services**

<https://rhapsody.health/rhapsody-terms-and-conditions/> as may be updated from time to time.

## Initial Schedule to Software License and Services Agreement

**All information, including pricing, contained in this Schedule is confidential.**

This Schedule is effective as of the Effective Date of the Agreement between Company and Customer identified below and confirms details regarding the Software licensed and Services (as applicable) provided to Customer. This Schedule is governed by the Agreement and defined terms not otherwise defined in this Schedule have the meanings ascribed to them in the Agreement. If the Customer chooses to go through a private offering to license Rhapsody's Software, that agreement, including any commercial details within, will supersede and replace entirely the terms of this Agreement.

<b>Initial Schedule Term:</b>	12 months For purposes of this Schedule, the initial twelve months of the Initial Schedule Term is referred to as "Year One," and the consecutive twelve months thereafter is referred to as "Year Two," and so on.
<b>Rhapsody Entity and address</b>	<b>InterOperability Bidco, Inc. d.b.a. Rhapsody ("Rhapsody")</b> 100 High Street, Ste 1560, Boston, MA 02110
<b>Customer Entity and address:</b>	<b>You, as the Customer using Azure Marketplace ("Customer")</b>
<b>Company Software:</b>	Rhapsody Integration Engine
<b>Current Integration Network:</b> <i>Please list entities within Customer's network, meaning wholly owned subsidiaries of the Customer.</i>	Customer identified as the purchaser through Azure Marketplace, single location
<b>Installation Location:</b>	At a single Customer site at the address of the Customer Entity noted above.
<b>Installation Restrictions:</b>	Company grants Customer the right to install the production license of the Software on one server for production use at the Installation Location.
<b>Customer Scope of Use:</b>	Software may only be used for Customer's internal business purposes by the entities within Customer's Current Integration Network in place, as defined above, as of the Schedule Effective Date. The license shall not apply to (i) increases in the Current Integration Network by or through any merger or acquisition subsequent to the Schedule Effective Date and (ii) changes to ownership where the operating model is replaced by that of another institution (e.g., a hospital system).
<b>Currency:</b>	USD

### **PRODUCTION LICENSE**

<b>License Type:</b>	Subscription
<b>Software Subscription Fees (Per Year):</b>	<i>The Software Subscription Fees are defined on the Pricing + Plans page of the Rhapsody Integration Engine listing.</i>  All Software Subscription Fees are payable in advance of the Schedule Effective Date.
<b>Software Use Restrictions:</b>	<u>Installation of the Software.</u> Company grants Customer the right to install the production license of the Software on one server for production use at the Installation Location.  <u>Subscription License Term.</u> The duration of the license grant to subscription licenses is for a period of twelve months, commencing on the Schedule Effective Date. Company will issue an activation code/license key to Customer that enables access to such Software. While the Agreement is in effect and unless either party has elected to terminate this Schedule as specified in Section 12.a.ii ("Schedule Term") of the Agreement, Customer's subscription licenses will automatically renew for additional twelve-month terms subject to payment of applicable Software Subscription Fees, and Company will issue an activation code/license key for the additional twelve-month term. Customer's licenses to use the Software will continue during each Schedule Term for which Customer pays the applicable Software Subscription Fees.

### **NON-PRODUCTION LICENSE**

<b>License Type:</b>	Subscription
<b>Software Use Restrictions:</b>	Non-Production License: 1 Stage License 1 Development License

Software Subscription Fees: included with the Production License Software Subscription Fees

Subscription License Term. The duration of the license grant to subscription licenses is for a period of twelve months, commencing on the Schedule Effective Date. Company will issue an activation code/license key to Customer that enables access to such licenses. While the Agreement is in effect and unless either party has elected to terminate this Schedule as specified in Section 12.a.ii ("Schedule Term") of the Agreement, Customer's subscription licenses will automatically renew for additional twelve-month terms subject to payment of applicable license fees, and Company will issue an activation code/license key for the additional twelve-month term.

Use of Non-Production License. Subject to the terms and conditions of this Agreement, Company grants Customer the right to install a Non-Production License on up to the number of machines for which Customer has paid license fees for internal use solely to be used as a staging, user acceptance testing (UAT), quality assurance (QA), or test environment. Customer may also use a Non-Production License to design and develop using the Software as authorized in the Agreement, including this Schedule. Neither production use nor "Hot Standby" processing capabilities are allowed.

**Additional Terms and Conditions:**