

License Agreement Terms

InterOperability Bidco, Inc. d.b.a. Rhapsody ("**Company**") has developed offerings under which Company makes Company'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 License Agreement ("**Agreement**") sets forth the terms and conditions under which Company will make the Company software available to Customer through the Azure Marketplace as a Public Offering. If the Customer chooses to go through a private offering to license Company'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 Company 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.

1) 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, a non-exclusive, non-transferable (except in connection with a permitted assignment), revocable, non-sublicensable license to use the Software specified in this Agreement ("Software") for Customer's internal operations. The scope of use applicable to the Software will be specified in the Initial Schedule Order ("Order").
- b) Non-Production License. If applicable, and subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable (except in connection with a permitted assignment), revocable, non-sublicensable license to install the Software for Customer's use solely to design, develop, test, and support Customer's use of the production-level Software. Neither production use nor "Hot Standby" processing capabilities are allowed.

2) Use of the Software by Employees and Authorized Third Parties.

- a) Use by Third Parties. The license granted under the Agreement includes the right for the Customer to permit its contractors and service providers (each, an "Authorized Third Party") to use the Software on the Customer's behalf in the course, and solely for the purpose, of performing services for the Customer to accomplish its internal business purposes.
- b) Access Restrictions. The 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. The Customer agrees to employ any security and authorization capabilities offered within the Software relating to access to patient data. The Customer will be fully liable for all actions of its employees and Authorized Third Parties, and any failure to comply with the terms of the Agreement.
- c) Customer's Obligations regarding Security of the Software. The 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 the Customer's network or the third party software products with which the Software is interfaced. The 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.

- d) Embedded Software. The Software may contain third party software (including open source software) that is licensed upon separate license terms or open source software ("Embedded Software"). Any separately applicable license terms for Embedded Software will be made available when Company provides the 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. The Company makes no warranty, provides no indemnity, and has no liability with respect to any Embedded Software.
- e) Software Usage Data. The Customer authorizes Company to collect and use data relating to the 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. The Customer will make Software Usage Data available to seller/licensor and its third-party suppliers by enabling the Software Usage Data to be transmitted through the Customer's firewalls, proxies, or other Customer network security.
- f) Limitations. Any use of the Software not expressly permitted by this Agreement is prohibited. The Customer will not: (i) install or configure the Software other than in accordance with the functional and technical portions of the Documentation that provide information specific to the Software ("Specifications") and the Software Use Restrictions or Scope of Use in the Order; (ii) transfer the Software; (iii) use the Software to process (or permit the Software to process) data for any third party; (iv) lease, sublease, 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 this Agreement with respect to Authorized Third Parties, permit any third parties to use the Software. In addition, the Customer will not reproduce, modify, translate, decompile, disassemble, reverse engineer, or distribute the Software in any form or by any means. As used here, "Documentation" refers to user manuals that describe the functions, operation, and use of the Software, and that seller/licensor and its third-party suppliers of the Software makes generally available to licensees of the Software. The Customer may not disclose the results of any benchmark test of the Software to any third party.

- g) No Other License. The Software is copyrighted and licensed; it is not sold. Company does not pass title to the Software. All rights, title, and interest in and to the Software and Documentation (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 the Customer by this Agreement.
- 3) No Practice of Medicine; High Risk Activities. No Practice of Medicine. The Customer acknowledges and agrees as follows.
 - a) Company is 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 Support Services may be utilized, and the consequences of such decisions, will be exclusively the responsibility of the Customer, as well as physicians and other practitioners with privileges at the Customer's licensed facilities. Third-party suppliers of the Software shall be liable to the Customer or any third parties for any claims that improper medical treatment resulted from the Customer's use or reliance upon the Software or Support Services; and
 - b) 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 Support 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.
 - c) High Risk Activities. The 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"). Third party suppliers of the Software specifically disclaim any express or implied warranty of fitness for High Risk Activities.
- 4) Confidentiality and Additional Customer Obligations. Acknowledgements that:
 - a) the Software and Documentation are confidential and proprietary information of the Company. The Customer will protect the confidentiality of the Software and

Documentation 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). Personal information, if any, shared with the Company, by the Customer (including of patients of the Customer) will not be used, disclosed, accessed or modified in violation of applicable local privacy laws to the extent such activity is conducted by the Company as part of the Support Services. The Customer acknowledges it remains solely responsible under local privacy laws, and that it must co-operate with the 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 the Company. The Customer is solely responsible for the accuracy and adequacy of the information and data furnished for processing by the Software. The successful operation of the Software is dependent on the 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 Software.

- 5) Warranty Disclaimers and Limitations of Liability.
 - a) Company disclaims all implied warranties. The disclaimer will include the implied warranties of noninfringement, merchantability, and fitness for a particular purpose; and
 - b) The collective liability of the Company under this Agreement shall be no greater than the fees paid by Customer to Company in the twelve months prior to the claim arising. Company disclaims all liability for all consequential, punitive, incidental, and other indirect damages including, but not limited to, lost profits, lost or damaged data, and the provision of substitute goods.
- 6) Support.
 - a) Software Delivery Policies. Additional Software Delivery Policies, including the Support Policies and the Business Associate Agreement, can be found at <https://rhapsody.health/rhapsody-terms-and-conditions/>.
 - b) Rhapsody EMPI Add-on Services. If Customer subscribes to EMPI Add-on Services, Customer may use such Add-on Services solely in connection with Customer's use of the Software, as permitted in the Agreement and relevant Schedule. Add-on Services are on a subscription basis and Customer has rights to use such services during the period for which Reseller pays applicable fees for the Software. Customer is responsible for complying with all Additional Terms that apply, including third party terms. Additional Terms for the Add-on Services, including third party terms, are available at <https://rhapsody.health/rhapsody-terms-and-conditions> and are incorporated and made a part of the Agreement.
- 7) Term and Termination.
 - a) The initial duration of the license grant is for a period of twelve months, commencing on the Effective Date. Thereafter, conditioned upon Customer's continued payment of fees, Customer's license to use the Software will automatically continue for an additional 12-month Term and Company will issue new activation codes/license keys for each applicable extension term.
 - b) Either party may terminate this Agreement 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.

- c) Upon any termination of the Agreement, all licenses to the Software granted under it will also terminate. Upon any such termination, the Customer will: (a) immediately stop using the Software and add-ons, and (b) destroy the original and all copies of the Software and Documentation. Both parties agree to delete all Confidential Information systems within 30 days of termination of this Agreement. 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.

- 8) No Assignment.
 - a) The Customer is prohibited from assigning the Agreement to any third party without the prior written consent of Company. Any purported attempt to do so is void.
- 9) Governing Law.
 - a) The Agreement is governed by the laws of Massachusetts, without giving effect to its conflict of laws principles.

Initial Schedule to Software License and Services Agreement

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.

Initial Schedule Term:	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.
Rhapsody Entity and address	InterOperability Bidco, Inc. d.b.a. Rhapsody ("Rhapsody") 1 Beacon Street, Ste 16400, Boston, MA 02108
Customer Entity and address:	You, as the Customer using Azure Marketplace ("Customer")
Company Software:	Rhapsody Integration Engine
Current Integration Network: <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
Installation Location:	At a single Customer site at the address of the Customer Entity noted above.
Installation Restrictions:	Company grants Customer the right to install the production license of the Software on one server for production use at the Installation Location.
Customer Scope of Use:	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).
Currency:	USD

PRODUCTION LICENSE

License Type:	Subscription
Software Subscription Fees (Per Year):	<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.
Software Use Restrictions:	<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.
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NON-PRODUCTION LICENSE	
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License Type:	Subscription
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Software Use Restrictions:	<p>Non-Production License: 1 Stage License 1 Development License</p> <p>Software Subscription Fees: included with the Production License Software Subscription Fees</p> <p><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 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.</p> <p><u>Use of Non-Production License.</u> 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.</p>
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