These terms apply only to those customers who signed a software license agreement with Rhapsody prior to 2020 and have agreements specifically identifying the General Terms and Conditions.

RHAPSODY GENERAL TERMS & CONDITIONS GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE

These General Terms and Conditions (together with a completed Order Form provided by InterOperability Bidco, Inc. d.b.a "Rhapsody" and signed by authorized representatives of Rhapsody and the customer) contain Rhapsody's standard terms and conditions for the license, implementation, and support of Rhapsody software. Capitalized terms not defined in these General Terms and Conditions shall be defined in the Order Form.

1. LICENSE

1.1 Subject to the terms and conditions of this Agreement and upon the payment of all fees, InterOperability Bidco, Inc. d.b.a. "Rhapsody" ("Rhapsody") grants to Customer a revocable (solely in accordance with clause 13.3), non-exclusive, non-transferable fee-bearing right and license (without the right to sublicense) of the License Type set out in the Order Form to use the Software and related materials provided by Rhapsody solely in object-code form for Customer's internal operations in accordance with the Software Use Restrictions.

1.2 Any use of the Software not expressly permitted by this Agreement is prohibited. Without limiting the foregoing, Customer shall not: (a) install or configure the Software other than in accordance with the Specifications and the Software Use Restrictions; (b) reverse assemble, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software; (c) modify, enhance or create derivative works of the Software; (d) lease, sublease, sublicense, sell, distribute, transfer possession, assign, encumber, rent, or grant other rights in the Software or engage in service bureau work, application service provider services or other commercial hosting or time-sharing arrangements with respect to the Software or take any action that would cause the Software to be placed in the public domain; or (e) allow any third-party users direct access to the Software.

1.3 Customer shall be responsible for complying with all export and import restrictions imposed on the Software, including the cost of obtaining any necessary import permits, and will not export the Software to any country prohibited by applicable export laws or administrative regulations.

1.4 Rhapsody and its third-party licensors retain all right, title and interest in and to the Software. Except for the license rights expressly granted in clause 1.1, no express or implied license, right or interest in or to any intellectual property of Rhapsody or its third-party licensors is conferred by this Agreement. Customer shall not allow (through act or omission) to be removed, any copyright, trade secret or other proprietary rights notice from the Software. If Customer suggests new features or functionality that Rhapsody adopts for the Software, such new features or functionality will be the sole and exclusive property of Rhapsody.

1.5 The Software may contain third-party software that is licensed to you upon separate license terms, or open source software that Rhapsody licenses to you under this Agreement ("Embedded Software"). Any separately applicable license terms will be provided to you on supply of the Software. Notices related to third-party open source software are included for your information only.

2. INTERFACED APPLICATIONS

2.1 Customer agrees and acknowledges that:

(a) The Software is intended to be interfaced with software products that are proprietary to third parties ("Interfaced Applications") and that it is Customer's responsibility to ensure that it has valid license agreements for all Interfaced Applications and permission to develop interfaces thereto.

(b) Rhapsody takes no responsibility for the operation or performance of such Interfaced Applications, or for costs associated with the development of interfaces to Interfaced Applications, including charges payable to third-party licensors for the development of, or permission to develop, interfaces between the Software and such Interfaced Applications, and that failure to pay such charges may result in delays in the Services or interface issues. (c) If Customer upgrades or modifies the Interfaced Applications, it may be required to reconfigure the interfaces to the Software.

2.2 Upon Customer's request, Rhapsody may provide services in relation to Interfaced Applications, subject to payment in accordance with clause 8.3.

3. SECURITY

3.1 Rhapsody shall have no liability to Customer or any third-party for unauthorized access of the Software or any Interfaced Applications resulting from a failure of Customer or its users to maintain the confidentiality and security of its passwords.

3.2 Customer shall have responsibility for ensuring that each Software user has access restrictions appropriate to that user's position. Customer agrees to employ security and authorization capabilities offered within the Software relating to access to patient data. 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 the Interfaced Applications. Customer will 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.

4. PROVISION OF SERVICES

4.1 Rhapsody shall, in consideration for the Fees, use commercially reasonable efforts to provide the following in accordance with this Agreement: (a) the Software Professional Services; and (b) the Support Services (collectively, the "Services").

4.2 Customer shall co-operate with Rhapsody's personnel in respect of any reasonable request made for the purposes of

Rhapsody fulfilling its Services obligations. Customer shall 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.

4.3 Customer acknowledges that Rhapsody will rely on the accuracy and completeness of any information and materials provided by Customer, and agrees that all information disclosed to Rhapsody is true, accurate and not misleading in any material respect.

4.4 Copyright and other intellectual property rights in any materials, services or software (whether written or machine-readable), proprietary methodologies, templates, forms, spreadsheets, databases and other electronic tools created by or licensed to Rhapsody prior to or outside the scope of the Services and any subsequent modifications thereto, and Rhapsody's working papers or other documentation generated by Rhapsody during the performance of the Services will remain vested in Rhapsody.

4.5 Nothing in these terms prevents or restricts Rhapsody from developing and/or using pre-existing intellectual property, Rhapsody confidential information, any ideas, concepts, know-how, information, techniques, inventions and improvements developed during the course of the Services and relating to methods or processes of more general application, including those in the field of information technology and business processes, for itself or other customers.

5. SUPPORT SERVICES

5.1 During the Initial Term and any renewal term, Rhapsody shall provide to Customer support services for the Software as described in this clause 5 in accordance with this Agreement and the Support Manual ("Support Services").

5.2 Rhapsody will use commercially reasonable efforts to correct any error in the source code of the Software that causes a failure of the Software to conform substantially to the Specifications and operating guides provided by Rhapsody to Customer ("Error") by way of a modification or addition to the Software's source code that corrects the Error, or a procedure or routine that, when observed in regular operation of the Software, eliminates the practical adverse effect of the Error where Customer complies with the procedures set out in the Support Manual.

5.3 Customer's support staff will be responsible for first-level support, including (without limitation) the provision of an internal support desk service to end users of the Software for providing general assistance and initially diagnosing any operational or functional problems with the Software. Customer's support staff shall timely report Errors that cannot be solved internally in accordance with the procedure outlined in the Support Manual. Support requests may be logged by Customer in relation to the use of the Software in a non-production environment, provided that such calls are not subject to the service levels specified in Schedule 1 ("Service Levels"). To the extent that an Error is caused by Embedded Software, Rhapsody will use reasonable efforts to resolve such Error through recourse to the third-party licensor, but such Errors shall not be subject to the Service Levels.

5.4 Customer shall ensure that its support staff are familiar with and knowledgeable about the functional capabilities and technical operation of the Software. These support staff will have production access to application and infrastructure environments. If they are not available or are unable to attend within a reasonable time period in relation to a response by Rhapsody to a support request, Rhapsody reserves the right to lower the Fault Priority Level (as set forth in Schedule 1).

5.5 Rhapsody may charge Customer in accordance with clause 8.3 for any support outside the scope of the Support Services, including first-level support requests for assistance with respect to use of the Software or other matters not relating to Errors (e.g. troubleshooting for problems not relating to Errors). All Support Services are provided remotely, except where onsite access is required to enable Rhapsody to duplicate any Error. If onsite support is otherwise requested by Customer it may be provided subject to availability of personnel and payment in accordance with clause 8.3.

5.6 Customer will maintain at its own expense a VPN connection or other mutually agreeable communication link to enable remote access to Customer's systems by Rhapsody for the purpose of diagnosing reported Errors. Customer will provide Rhapsody with all relevant and necessary information and access, including onsite access if required, to enable Rhapsody to duplicate any Error.

6. NEW RELEASES AND VERSIONS

6.1 Rhapsody routinely modifies and enhances the Software for the purpose of correcting Errors, creating minor improvements or minor enhancements to existing features (a "Release"). Rhapsody may also release new versions of the Software that provide substantial performance improvements, architectural changes, new features, or additional functionality or in order to ensure that the Software meets pertinent privacy requirements ("Version"). Provided that this Agreement is still in effect and Customer is not in breach of its obligations thereunder, all new Releases and Versions shall be made available by Rhapsody to Customer. Rhapsody will determine what constitutes a Release or a Version.

6.2 New Releases and Versions are subject to the terms and conditions of this Agreement. All rights, title and interest in and to all Releases and Versions shall remain with Rhapsody irrespective of whether any enhancement, modification or correction in such Release or Version is or has been suggested or requested by Customer.

6.3 Customer agrees to install new Releases within six months of delivery by Rhapsody. If Customer does not install any new Release within six months of it being made available, Rhapsody may charge Customer additional support fees on a time and materials basis in accordance with the Consulting Rates to provide Support Services for the superseded Release.

6.4 If an Error has been fixed in a new Release or Version, Customer's exclusive remedy for such Error shall be to install the most current Release or Version to remedy the Error and Rhapsody shall have no other obligation or liability to Customer in such instance.

6.5 Rhapsody shall have no obligation to provide Support Services in respect of the Software at the point when (a) the Version in use by Customer is more than one Version older than the current Version of the Software, or (b) 30 months have passed since the Version in use was delivered (whichever is the later). Customer acknowledges that installation of new Versions may require a suitably qualified and trained resource, and that if Customer does not have appropriately qualified personnel, Customer will engage Rhapsody to provide such services or an alternative service provider approved in writing by Rhapsody.

6.6 In the event of intellectual property infringement or serious errors that fundamentally affect the functioning of the Software, Rhapsody reserves the right to require Customer to upgrade to the latest Version without delay. If such new Version is not installed, Rhapsody may terminate this Agreement.

7. ADDITIONAL SERVICES; CHANGES

7.1 Rhapsody may from time to time provide additional services relating to the Software, including implementation, training, upgrades, or customization services ("Additional Services"). Where Customer wishes Rhapsody to provide Additional Services, the parties shall negotiate and agree upon a statement of work for such Additional Services, including costs related thereto, which shall be made a part of, and governed by the terms of, this Agreement.

7.2 Customer acknowledges that amendments to the configuration of its systems and technical environment may impact the Service Levels and/or the Services, and agrees to advise Rhapsody in writing prior to undertaking any material modifications or other material changes to its technical environment. If this occurs, the parties shall negotiate in good faith any amendments which may be required to the Service Levels and/or relevant statement of work to address such changes.

7.3 Customer may ask for changes to the relevant statement of work by submitting a written request to Rhapsody ("Change Request"). Within a reasonable time after receipt of a Change Request, Rhapsody will advise Customer in writing of whether the change can be accepted, the impact of such change, and seek Customer's confirmation of the Change Request.

7.4 Rhapsody may ask for changes to the statement of work by submitting a written request to Customer setting out the reason for the request and the impact of the requested change. Within 5 business days after receipt of a Change Request, Customer will advise Rhapsody in writing of whether such change can be accepted, such acceptance not to be unreasonably withheld or delayed. Rhapsody shall have no liability for delays arising from Customer's failure to approve a change request in a timely manner.

7.5 Where the Services are interrupted for an extended period of time for reasons outside Rhapsody's control, Rhapsody shall be entitled, at its option, to: (a) charge additional fees at the Consulting Rates for holding the Rhapsody team as "available"; or (b) to "release" the Rhapsody team until such time as the Services can recommence or the team is available to be re-engaged.

8. FEES AND PAYMENTS

8.1 Customer shall be liable for and agrees to pay Rhapsody the fees specified in the Order Form plus any applicable taxes, GST, VAT or other taxes or duties (together, the "Fees") within thirty (30) days of receipt of an invoice from Rhapsody and in accordance with the payment terms/milestones specified in the Order Form. If Customer is required to withhold any tax on the Fees, Customer shall gross up its payment so that Rhapsody receives the full amount of Fees. Except as otherwise set forth in the Order Form, Software License Fees will be invoiced on execution of this Agreement, Software Professional Services Fees will be payable on a time and materials basis in accordance with the Consulting Rates, monthly in arrears and all other Fees will be invoiced annually in advance from the Effective Date.

8.2 Overdue Fees shall accrue interest at 1.5% per month until paid. All payments to be made by Customer under this Agreement shall be made free of any deduction, set-off or counter claim. Rhapsody shall be permitted to suspend any services being provided to Customer under this or any other agreement until such time as overdue Fees have been paid.

8.3 All services outside the scope of the Services (including, without limitation, those excluded by clause 9.3) will be charged on a time and materials basis in accordance with the Consulting Rates. Customer shall pay all reasonable expenses including travel, travel time (not exceeding 8 hours per day), accommodation and other disbursements incurred by Rhapsody in performance of this Agreement (including out of scope services). Rhapsody will invoice Customer monthly in arrears for any such amounts, which will be payable in accordance with clause 8.1.

8.4 Except as otherwise set forth in the Order Form, and provided any increase to the Software Support Fees shall not apply until after the Initial Term, Rhapsody reserves the right to review and amend its Fees and the Consulting Rates at each anniversary of the Effective Date and will provide not less than thirty (30) days' written notice of any increase in such Fees and Consulting Rates.

8.5 Rhapsody reserves the right to audit Customer's physical facilities and applicable books, records and systems, upon reasonable notice, to ensure that Customer is using the Software and Services in accordance with the terms of this Agreement.

9. WARRANTY AND DISCLAIMER OF WARRANTIES

9.1 Rhapsody warrants that: (a) the Software will be free of viruses and other malicious code at the time of delivery of the Software to Customer; (b) for a period of thirty (30) days following delivery, the Software will substantially conform to the Specifications; and (c) where it is providing Services

to Customer under this Agreement, all work will be carried out with due care and attention by suitably qualified personnel.

9.2 EXCEPT AS SPECIFICALLY STATED IN THIS CLAUSE, RHAPSODY DOES NOT WARRANT THAT THE SERVICES OR FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR OPERATION OF THE SOFTWARE WILL BE ENTIRELY ERROR FREE, FREE FROM VIRUSES, OR UNINTERRUPTED OR APPEAR PRECISELY AS DESCRIBED IN THE ACCOMPANYING DOCUMENTATION. THE RISK AS TO THE SELECTION AND USE OF THE SOFTWARE AND SERVICES SHALL BE WITH CUSTOMER. EXCEPT AS SPECIFICALLY STATED IN THIS CLAUSE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW THE SOFTWARE AND THE SERVICES ARE PROVIDED AND LICENSED "AS IS" AND RHAPSODY AND ALL RHAPSODY AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. 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 SHALL NOT APPLY WITH RESPECT TO THE SUPPLY OF THE SOFTWARE AND THE SERVICES.

9.3 Rhapsody shall have no liability under this Agreement or any obligation to provide the Services or to remedy a breach of a warranty granted in clause 9.1 in the event of: (a) the misuse or improper use of the Software or Services or use other than in accordance with the Specifications; (b) any modifications or alterations to the Software or Services or Customer's technical environment not made or approved in writing by Rhapsody; (a) Errors resulting from Customer's incorrect installation of a new Release or Version; (b) Errors resulting from a combination of the Software with software or hardware not approved in writing by Rhapsody; (c) Errors that could be corrected by the installation of a more current Release or Version; (c) a malfunction of Customer's equipment or third-party software; (d) any act or omission of Customer in breach of this Agreement; (e) Rhapsody's reliance on the dependencies or assumptions in any agreed statement of work; or (f) any information given to Rhapsody by Customer being untrue, inaccurate and misleading in a material respect.

9.4 Customer understands and agrees that Rhapsody and its Affiliates are not engaged in the practice of medicine and that 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 thereof, will be exclusively the responsibility of Customer, as well as physicians and other practitioners with privileges at Customer's licensed facility(ies). Rhapsody and its Affiliates shall not be liable to Customer or any third parties for any claims that any improper medical treatment resulted from Customer's use or reliance upon the Software or Services. Customer is solely responsible for the accuracy and adequacy of the information and data furnished for processing by the Software or Services. The successful operation of the Software is dependent on Customer's use of proper procedures and systems and input of correct data. Customer agrees that it has sole responsibility for protecting and backing up the data used in connection with or furnished for processing by the Software or Services. 9.5 Customer acknowledges and agrees that Customer's network and/or other systems that the Software operates on or in conjunction with, may have an adverse affect on the performance of the Software or Services, and Rhapsody shall not be responsible for issues with the performance or any liability for unavailability of the Software or Services due to network latency or unavailability.

9.6 The Software and Services have been developed for the purpose of transferring data, and in no way generates, creates, or otherwise manufactures data of any kind, in any format. Rhapsody shall not be responsible for data conversion at any time, unless specifically engaged under an agreed statement of work, and paid to do so.

9.7 This clause 9.7 applies to the extent Customer has licensed the Rhapsody Integration Engine. 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.

9.8 Customer acknowledges that the Software is not designed, manufactured or intended for use or resale 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"). Rhapsody specifically disclaims any express or implied warranty of fitness for High Risk Activities.

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RHAPSODY OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY LOSS OR DAMAGES (INCLUDING LOSS OR DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF USE, BUSINESS, REVENUE, OR PROFITS) IN CONNECTION WITH THIS AGREEMENT, USE OR INABILITY TO USE THE SOFTWARE OR SERVICES OR FOR ANY THIRD-PARTY CLAIM. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS

AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

10.2 EXCEPT FOR WILFUL MISCONDUCT OR ANY IP CLAIM, THE TOTAL AGGREGATE LIABILITY OF RHAPSODY AND ITS AFFILIATES TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED LOSS OR DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT WHETHER BASED IN CONTRACT, TORT, WARRANTY, INDEMNITY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE AMOUNT OF: (a) PROFESSIONAL SERVICES FEES (FOR PROFESSIONAL SERVICES CLAIMS); (b) SUPPORT FEES (FOR SUPPORT CLAIMS); OR (c) LICENSE OR SUBSCRIPTION FEES (FOR SOFTWARE RELATED CLAIMS); IN EACH CASE ACTUALLY PAID BY CUSTOMER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

10.3 To the extent warranties and conditions are not permitted to be excluded by law, Rhapsody's and its Affiliates' total aggregate liability for breach of any such conditions or warranties as well as for the express warranties granted in clause 9.1 shall be limited to correction or substitution of the non-conforming Software; or in relation to Services, shall be limited to, at Rhapsody's option (a) the supplying of such Services again, or (b) the direct cost of having such Services supplied again.

10.4 Customer agrees to indemnify, defend and hold Rhapsody and its Affiliates harmless from and against any loss, damage or claim by any third-party resulting from Customer's unauthorized use or modification of the Software or Services.

11. CONFIDENTIALITY

11.1 Each party shall hold Confidential Information belonging to the other party in confidence and shall not disclose Confidential Information to any third-party without such party's prior written consent. "Confidential Information" means any information disclosed by Rhapsody or Customer that is not generally known to the public or, information that is confidential by its nature, or from the circumstances surrounding its disclosure, including without limitation all regulatory, commercial, financial (including pricing information), administrative and technological information of either party and any information concerning this Agreement, but does not include information which: (a) is known to the receiving party before receipt from the other party, as substantiated by cogent and reliable evidence; (b) is disclosed to the receiving party in good faith by a third-party who had a right to make such disclosure; or (c) is made public by the disclosing party, or is established to be a part of the public domain otherwise than as a consequence of a breach by the receiving party of its obligations hereunder; or can be substantiated, based on cogent and reliable evidence, to have been independently developed by the receiving party.

11.2 The parties acknowledge and agree that a breach of this clause would cause irreparable harm and that either party shall be entitled to seek equitable relief from such breach. Notwithstanding the foregoing, Rhapsody may state publicly or list in announcements, presentations or other marketing materials the fact that Customer is a licensee of the Software.

11.3 Customer consents to Rhapsody disclosing Customer's Confidential Information to Rhapsody's Affiliates, contractors, agents and advisors and their (and Rhapsody's) officers, directors, employees and advisors to the extent that they need to know the information for purposes relating to this Agreement and who are subject to obligations of confidentiality no less stringent than those set forth herein. Each party agrees to be liable for any breach of such obligations of confidentiality by its employees and/or contractors.

11.4 Personal information collected by Rhapsody from customers (including patients) of Customer will not be used, disclosed, accessed or corrected in violation of applicable local privacy laws, to the extent such activity is conducted by Rhapsody or its third-party suppliers as part of the Services. Customer acknowledges that Customer itself remains responsible under local privacy laws and that it must co-operate with Rhapsody 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 Rhapsody. Customer agrees to comply with Rhapsody's reasonable information handling requirements and policies and protocols designed for this purpose and communicated to Customer ("Information Handling Protocols"). Rhapsody reserves the right to charge Customer for any material effort of Rhapsody required to remedy violations of applicable privacy laws or the Information Handling Protocols attributable to Customer (e.g: improper transmission of customer data to Rhapsody).

11.5 Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly Confidential Information but in no event less than commercially reasonable measures.

12. INDEMNITY

12.1 Rhapsody shall indemnify and defend Customer against any third-party claims that the Software infringes any patent, copyright or other intellectual property right owned by a third-party ("IP Claims"); provided that Rhapsody is given prompt notice of such IP Claim and is given information, reasonable assistance and sole authority to defend or settle the IP Claim. This clause 12.1 shall be Customer's sole remedy for an IP Claim.

12.2 If Customer cannot use the Software because a court of competent jurisdiction has held that its use constitutes an infringement of a third-party's intellectual property rights, Rhapsody shall, in its sole discretion, use reasonable endeavors to provide Customer with one of the following remedies: (a) modify the infringing portion of the Software so that it is non-infringing or replace the Software with equally suitable, non-infringing components; or (b) procure

for Customer the right to continue to use the infringing Software. 12.3 Rhapsody shall have no liability to Customer with respect to any IP Claim to the extent caused by (i) unauthorized modifications or use of the Software or combination of the Software with products not provided by Rhapsody; (ii) the Embedded Software; (iii) continued use of the infringing Software after Rhapsody has provided notice that the alleged infringement has merit; (iv) failure to use modifications to the Software supplied by Rhapsody that would have avoided the infringement.

13. TERM AND TERMINATION

13.1 The Agreement shall commence on the Effective Date and continue for the Initial Term. Thereafter this Agreement shall automatically renew for further consecutive periods of twelve (12) months each, unless either party gives the other party three (3) months' advance written notice terminating this Agreement.

13.2 Either party may terminate this Agreement effective immediately by written notice to the other party if that other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice from the other party; or (b) becomes insolvent or bankrupt or is the subject of any proceedings for the benefit of its creditors.

13.3 Rhapsody may revoke the License and Customer shall promptly return or destroy, at Rhapsody's option, all copies of the Software and all other Confidential Information of Rhapsody in Customer's possession: (a) if this is a perpetual license, upon termination for non-payment or breach of the license conditions in clause 1; (b) if this is a subscription license, upon termination for any reason; or (c) upon expiration of the Agreement.

13.4 Termination or expiration of this Agreement shall not release either party from liability for accrued obligations or any previous breach of this Agreement, and shall be without prejudice to other rights and remedies as may be available, including injunctive or other equitable remedies. Customer shall not be entitled to receive any rebate or refund of the whole or any part of any Fees paid or payable under this Agreement.

13.5 Rhapsody shall be entitled to receive payment for any Services that have been provided up to the effective date of termination, as well as any Software Subscription Fees for the period up until the date of termination that have not been paid.

13.6 Terms of this Agreement that by their nature should survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

14. GENERAL

14.1 For the term of the Agreement Rhapsody shall hold reasonable levels of public liability and professional indemnity insurance coverage, in each case (unless otherwise mutually agreed) for amounts and at levels of excess or deductibles that are consistent with prudent commercial practice having regard to the scope and nature of the liabilities assumed under this Agreement. Upon request by Customer, Rhapsody shall provide to Customer evidence to the reasonable satisfaction of Customer that Rhapsody continues to comply with this clause.

14.2 If any provision of this Agreement is held to be unenforceable, it shall be severed, and the remainder of the Agreement shall continue.

14.3 This Agreement will be governed by and interpreted in accordance with the laws of the jurisdiction set out in the Order Form ("Jurisdiction"). The parties irrevocably consent to the jurisdiction of the courts of the Jurisdiction. This Agreement shall not be governed by either the provisions of the International Sale of Goods Act, the United Nation's Convention for Contracts on the International Sale of Goods or the Uniform Computer Information Transactions Act.

14.4 All notices provided for herein shall be in writing and sent via certified mail, return receipt requested to the contact addresses set forth in the Order Form. Notice shall be deemed to have been given upon delivery (by post or facsimile) with confirmation of receipt (unless received after 5:00pm in the place of receipt, in which case receipt shall be deemed to have occurred on the next business day).

14.5 Nothing in this Agreement shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties.

14.6 This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Customer shall not assign, sublicense or otherwise transfer this Agreement or any right granted under this Agreement without the prior written consent of Rhapsody. Customer expressly permits Rhapsody to assign its right to receive Fees to third parties and agrees to participate in any reasonable requests to enable the same (including the execution of a bill of exchange if required by a third-party). Customer acknowledges and agrees that Services may be provided by Rhapsody's Affiliates on Rhapsody's behalf. Rhapsody shall be entitled to increase the Fees that it charges Customer following any change to Customer's business that is the result of a merger, consolidation or third-party acquisition including an acquisition of substantially all of the assets of Customer.

14.7 Except in relation to the payment of Fees, neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force major event.

14.8 Nothing in this Agreement shall be construed as giving any third-party any right, remedy or claim.

14.9 This Agreement may be amended only by written agreement of the parties. This Agreement constitutes the entire agreement and understanding of the parties and they supersede all prior discussions (oral or written) with respect to the licensing, support, maintenance and services relating to the Software. Any waiver of any terms of this Agreement must be in writing and shall not operate as a

waiver of any other term or preclude any other or further exercise of such term.

14.10 Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, the parties agree to the use of electronic signatures, contracts, orders or other records and to the electronic delivery of notices, policies, and records of transactions initiated or completed relating to this Agreement. Customer waives any rights or requirements that require an original signature or delivery or retention of non-electronic records, by other than electronic means.

14.11 In this Agreement, unless the context otherwise requires, capitalized terms have the meaning described in the Order Form, or otherwise as follows:

(a) "Affiliates" means in relation to Rhapsody, persons or entities that, directly or indirectly:

(i) are controlled by Rhapsody;

(ii) control Rhapsody; or

(iii) are controlled by a person or entity referred to in (i) or (ii); as well as the employees, officers, agents, subcontractors, suppliers and third-party licensors of Rhapsody and any of the companies described at (i)-(iii) above;

(b) "Agreement" means these General Terms and Conditions including the Schedules, the Order Form and the Support Manual;

(c) "Documentation" means:

(i) The software product description either attached as Schedule 2 or otherwise incorporated into this Agreement;

(ii) All user manuals provided by Rhapsody to Customer (including the Support Manual); and/or

(iii) Any statement of work attached hereto or agreed General Terms and Conditions.

between the parties under these General Terms and Conditions;

(d) "Embedded Software" has the meaning given in clause 1.4; (e) "Error" has the meaning given in clause 5.2;

(f) "Fault Priority Level" has the meaning given in Schedule 1;

(g) "Fees" means the fees for the Software and the Services stated in the Order Form, or otherwise agreed in writing between the parties;

(h) "Interfaced Application" has the meaning given in clause 2.1;

(i) "Order Form" means the sales order form completed and signed by both parties describing the specific details of the purchase of software and services by Customer, which shall be governed by these General Terms and Conditions;

(j) "Release" has the meaning given in clause 6.1;

(k) "Services" has the meaning given in clause 4.1;

(l) "Specifications" means the functional parameters of the Software set forth in the Documentation;

(m) "Support Manual" means the Rhapsody Support Procedure Manual provided to Customer with the Software or any updated version made available to Customer from time to time;

(n) "Support Services" has the meaning given in clause 5.1;

(o) "Service Levels" has the meaning given in clause 5.1; and

(p) "Version" has the meaning given in clause 6.1.

14.12 In the event of a conflict, the order of precedence shall be:

(a) the main body of these General Terms and Conditions; and then

(b) the Schedules in the order attached to these

SCHEDULE 1 SERVICE LEVELS

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

SCHEDULE 2 SOFTWARE PRODUCT DESCRIPTION

Where Customer has licensed the Rhapsody Integration Engine, the following Software Product Description applies:
Rhapsody's Rhapsody Integration Engine (the "Rhapsody Software") provides data sharing within and between Hospitals, Information Exchanges and Public Health Organizations.

The Rhapsody Software incorporates system connectivity, routing, message persistence, transformation and delivery. The Rhapsody Software encompasses three main functional areas: a) The Engine is the main messaging service that implements communication, inter-format mapping, persistent message delivery, and message routing. b) The Interface Development Environment (IDE) has a graphical user interface to configure the functionality of Rhapsody. c) The Management Console is a web-based application that displays system status and performance monitoring. It also allows the sorting, viewing, editing and re-sending of messages in the Rhapsody Software and real-time monitoring of system logs and error conditions. Monitoring is performed in the browser-based Management Console.