

End User License Agreement Terms

This End User License Agreement (the “EULA”), made and entered into as of the date of the order (“Effective Date”) of the Software listed under the Quote Document which will include the Commercial Schedule (“Order”), by and between the customer identified in the Order (“Customer”) and InterOperability Bidco, Inc. d.b.a. Rhapsody (“Company”). If there is a conflict among the terms of the EULA and any other documentation, the terms of this EULA will prevail. Company and Customer shall each be referred to herein as a “Party,” and collectively as the “Parties.” The parties expressly acknowledge and agree that any terms contained in a purchase order or similar document shall be only for internal, administrative purposes and are not provided with the intent of superseding this EULA. This EULA may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument.

The parties agree that acceptance of this EULA’s terms and conditions shall be upon acceptance of the Order by Customer. No other signatures shall be required to evidence the Schedule.

1) Software License Grant and Limitations.

- a) License Grant. Subject to the terms and conditions of this EULA, 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 EULA (“Software”) for Customer’s internal operations. The scope of use applicable to the Software will be specified in the Order.
- b) Non-Production License. If applicable, and subject to the terms and conditions of this EULA, 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 EULA 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 EULA.
- 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 EULA 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 EULA 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 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, 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 EULA 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 EULA, no rights or implied licenses in the Protected Materials are granted to the Customer by this EULA.
- 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 EULA 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 EULA 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 EULA.
- 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 EULA upon 30 days' written notice to the other party if the other party materially breaches this EULA and fails to cure the breach within 30 days after delivery of the written notice.
 - c) Upon any termination of the EULA, 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 EULA. 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 EULA.

8) No Assignment.

- a) The Customer is prohibited from assigning the EULA to any third party without the prior written consent of Company. Any purported attempt to do so is void.

9) Governing Law.

- a) The EULA is governed by the laws of the country specified in the EULA, without giving effect to its conflict of laws principles.