TigerConnect Terms of Service Agreement

(Last Updated on January 1, 2025)

This TigerConnect Terms of Service Agreement (these **"Terms"**) governs your use of the Services (as defined below) made available to you by TigerConnect.

TigerConnect (also referred to simply as **"we"** or **"us"**) reserves the right to make reasonable modifications to these Terms at any time by posting it on our website at https://tigerconnect.com/legal/tigerconnect-end-user-license-agreement/. We will provide you prior written notice of any material changes via email to the address provided by you. Revisions and updates will be effective as of the date stated above. Your continued use of the Services on or after the effective date of the revised or updated version of these Terms constitutes your acceptance of such updated Terms.

Transparency is one of our core values. The Plain Language Explanations provided below are intended only to aid the reader's understanding of the contract provisions to which they relate. Customers should not rely on the explanation provided and should seek independent legal advice on the interpretation of these Terms to satisfy themselves. If there is an inconsistency between any term of the documents comprised within these Terms or any other part of the Agreement (as defined below) and the Plain Language Explanations below, the provisions of these Terms, or the relevant part of the Agreement, shall prevail.

Table of Contents

1.   DEFINITIONS

In these Terms, the following definitions apply:

"Acceptable Use Policy" has the meaning given to it in Section 2.8.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by, or is under common control of a party; and "Control" means direct or indirect ownership of 50% or more of the stock or other interests entitled to vote for the election of the governing body of the entity.

"Agreement" means, collectively, these Terms, the Order Form, the Acceptable Use Policy and any applicable Documentation.

"Authorized Users" means the employees, contractors, Affiliates and other end users authorized by Customer to use the Services.

"Business Associate" means generally a person who performs functions or activities on behalf of, or certain services for, a covered entity that involve the use or disclosure of protected health information, as such term is defined by the Health Insurance Portability and Accountability Act (HIPAA) from time to time.

"Business Associate Agreement" has the meaning given to it in Section 6.4.

"Customer" means you or the company or entity on whose behalf you entered the Agreement or that is identified on the applicable Order Form. We may accept instructions from a person who we reasonably believe is acting with Customer's authority or knowledge.

"Customer Data" has the meaning given to it in Section 6.1.

"Documentation" means TigerConnect's applicable documentation, including user guides, reference guides, manuals, and other instructional, technical, and specification-related materials associated with the Products and Services supplied or made available by us.

"Effective Date" means the date of last signature by the authorized representatives of the Parties to the Order Form, or as otherwise set forth in the Order Form.

"Implementation Phase" means the jointly developed implementation and/or migration plan designed to complete TigerConnect's migration and installation of the full scope of Services contemplated in the Order Form.

"Order Form" means an order form or other ordering or confirmatory document between Customer and TigerConnect that references these Terms and grants Customer the right to use the Services. Order Forms are incorporated into and governed by these Terms by this reference;

"Party" means either TigerConnect or Customer; "**Parties**" means both TigerConnect and Customer.

"Product(s)" means one or more of the following products offered by us: TigerConnect Clinical Collaboration Platform, TigerConnect Alarm Management & Event Notification (AMEN), TigerConnect Patient Engagement, TigerConnect Physician Scheduling, Twiage, (and any other product identified in the Order Form) and the proprietary technology and Documentation (including software, hardware, processes, workflows, user interfaces, algorithms, know-how, techniques, and other tangible or intangible technical material or information, and specifications describing the features, functionality or

operation of the Services) made available to Customer by TigerConnect in providing the Services to Customer.

"Professional Services" means all on-site or off-site ancillary services including, but not limited to, the Implementation Phase services contemplated by Section 2.4, and ongoing Technical Support services (if any) specified in the Order Form.

"**Provisioned Users**" means the Authorized Users designated to enjoy the Services by Customer stated in an Order Form (and other individuals subject to TigerConnect's prior written approval), regardless of whether such Authorized Users actively use the Services in any particular month.

"Services" means the Product or Products offered by TigerConnect that enable collaboration amongst healthcare professionals, and related services (as applicable), as more particularly described in an Order Form, including, but not limited to, the cloud-native service, online hosting, maintenance, Professional Services, support services and any other services or products provided by TigerConnect to Customer as set forth on an Order Form.

"Service Capacity" means the volume of Subscription Licenses (as such term is used in the Order Form) to the Products purchased by Customer as set forth on the Order Form.

"Statement of Work" or **"SOW"** means a separate, written and duly executed statement of work referencing these Terms.

"Technical Support" means the technical support services available to Customer or such customized support services agreed between the Parties and described in the Order Form and/or Statement of Work. Technical Support does not include services for (i) any problem resulting from the misuse, improper use, alteration, or damage of the software, (ii) any problem caused by modifications in any version of the software not made or authorized by TigerConnect, (iii) any problem that is not reproducible by TigerConnect.

"Term" has the meaning given to it in Section 5.1.

"Terms" means Sections 1 to 18 (inclusive) of this document and the Exhibits that together form the general terms and conditions of the Agreement.

"TigerConnect" means us, TigerConnect, Inc.

"TigerConnect's Privacy Policy" means the TigerConnect privacy policy available at https://tigerconnect.com/privacy-policy/.

In the Agreement, headings and bold type are for convenience only and do not affect the interpretation of the Agreement. If there is a conflict or inconsistency between these Terms and an Order Form, SOW, the Privacy Policy, the Acceptable Use Policy, or an exhibit or attachment, then the provisions of these Terms shall govern and control, except to the extent a provision or term in any of the foregoing explicitly states its intent to govern or override a particular provision or term herein.

2.   PERMITTED USES AND RESTRICTIONS

2.1.   <u>License</u>. Subject to Customer's compliance with these Terms, during the applicable Agreement Term (defined below), TigerConnect grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right for Customer to use the Services in conjunction with Customer's business purposes solely to enable Customer's Authorized Users to communicate and

collaborate in their capacity as healthcare professionals utilizing the functionality offered through the Services.

2.2. <u>Patient Engagement, Physician Scheduling, and Apple App</u>. If the Services include "Patient Engagement" (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on <u>Exhibit A</u> attached hereto shall apply to such Services, and Customer will comply with <u>Exhibit A</u>. If the Services include "Physician Scheduling" (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on <u>Exhibit B</u> attached hereto shall apply to such Services, and Customer will comply with <u>Exhibit B</u>. If the Services include the Twiage Product and Services (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on <u>Exhibit C</u> attached hereto shall apply to such Services, and Customer will comply with <u>Exhibit C</u>. If the Services include the download from the Apple Inc. App Store the additional terms and restrictions set forth on <u>Exhibit C</u> attached hereto shall apply to such Services, and Customer will comply with <u>Exhibit C</u>.

2.3 <u>Authorized Users</u>. Customer may authorize its Authorized Users to use the Services, subject to the Service Capacity. Any Authorized Users provisioned on the system (regardless of whether such Authorized User actively uses the Services in any particular month) or otherwise using the Services will be subject to the per-seat license charge (or other prorated charge if the license is on other than a per-seat basis) set forth in the applicable Order Form for the remainder of the subscription term indicated in such Order Form. Customer will at all times be fully liable and responsible for the acts and omissions of each Authorized User, including ensuring each Authorized User's compliance with these Terms as if such Authorized User was Customer.

2.4 <u>Onsite Assistance</u>. TigerConnect may provide onsite assistance as mutually agreed upon by the parties in writing. In addition to any implementation costs set forth in an Order Form for the Implementation Phase ("**Onsite Assistance**"), Customer shall pay TigerConnect the following fees for onsite assistance requested after implementation is completed: (i) TigerConnect's then-current hourly rate for all personnel located at Customer's facility, and (ii) all reasonable travel and reimbursement expenses, including food and lodging, in each case to the extent pre-approved by Customer.

2.5 <u>Professional Services</u>. TigerConnect may provide Professional Services, such as third-party integrations, as may be mutually agreed upon in writing and set forth in a Statement of Work. Each SOW shall have an effective date, a period of performance, a description of the Professional Services (which may include integration or customization services) and relevant fees.

2.6 <u>Customer Preparation</u>. Customer acknowledges and understands that the Services rely on existing Customer infrastructure (not provided by TigerConnect) and are dependent on high-speed, quality broadband access to each Customer location and strong and Wi-Fi connections within each facility. Service outages may occur that are outside the control of TigerConnect. Outages may occur for a variety of reasons, including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, Customer's components or PSTN (Public Switch Telephone Network). Should such an outage occur, Customer acknowledges that the Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored.

2.7 <u>Hardware</u>. We will use all reasonable commercial efforts to advise and assist Customer with its choice and configuration of equipment to maximize the Services. However, Customer acknowledges that it is responsible for providing, installing, configuring, monitoring and maintaining all Customer equipment connected to or used in connection with the Service

(including software in or run on such equipment). Customer shall ensure that any Customer equipment it attaches (directly or indirectly) to the Services is technically compatible with the Services and approved for that purpose under any applicable law or regulation. We do not make any commitment with respect to the interoperability between the Service and any Customer equipment. If TigerConnect provided equipment is used with the Services, Customer may rely upon TigerConnect's representations as to such compatibility and compliance, as of the date of provision.

2.8   <u>User Permissions</u>. Customer may use the Services and Products only for its own purposes and agrees not to rent, lease, sublicense, timeshare, or otherwise distribute the Services or Products for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Services or Products to any third parties. Customer represents, covenants, and warrants that Customer (a) will use the Services only in compliance with TigerConnect's standard published policies then in effect at <u>www.TigerConnect.com/aup</u> (the "**Acceptable Use Policy**") and all applicable laws and regulations, or any license applicable to Customer in any country where Services are provided; (b) provides evidence of such compliance in response to a request from TigerConnect; (c) remains solely responsible for any access and use of the Services by Authorized Users and ensures that its list of Authorized Users is kept current, and that Customer terminates access immediately for anyone who is no longer an Authorized User; and (d) takes appropriate actions to protect the licensed Services and all parts thereof from unauthorized copying, modification, or disclosure by its Authorized Users and other third parties. Customer may not use or access the licensed Services if Customer is a direct competitor of TigerConnect or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.

2.9   <u>User Restrictions.</u> Customer is granted permission to access, download and use the Services, provided that Customer shall not (and shall not permit any person or entity, including any Authorized User, to):

- Use the Services for any illegal or unauthorized purpose, beyond the scope of the Services' expected use, or in a manner that infringes the intellectual property or other rights of any third party;

- Intentionally or knowingly interfere with the operation of the Services or with any other person's use of the Services;

- Intentionally or knowingly gain (or attempt to gain) unauthorized access to the Services;

- Use the Services in excess of or beyond the maximum number of registered users and/or devices that Customer has agreed to;

- Merge the Services with other software;

- Use the Services for any purpose other than internal business needs;

- Alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Services, create derivative works from the Services or otherwise attempt to derive the source code for the Services;

- Re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited

to making time division-multiplexing packet (TDM) originated traffic appear to be internet protocol (IP) originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated;

- Modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

- Remove or alter any copyright notices or other notices included in the Services;

- Use the Services to create or transmit unwanted email, junk email, bulk email, promotions, spam or content that includes any advertising;

- Intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software or telephone equipment using the Services;

- Violate anyone else's legal rights (e.g., privacy rights) or any laws (e.g., copyright laws) in Customer's jurisdiction while using the Services;

- Use the Services in violation of any applicable law;

- Use any data mining, robots or similar data gathering and extraction methods in connection with the Services;

- Use software that automatically dials telephone numbers pulled from a list and connects either to a live agent or a prerecorded message (**"Auto Dialer"**). Additionally, Customer agrees not to engage in short duration calls (i.e. a call equal to or less than six (6) seconds in duration). The Parties acknowledge and agree that Customer is solely responsible for its compliance with the Telephone Consumer Protection Act.

- Impose an unreasonable burden on the Services or network;

- Breach, or attempt to breach, the security of the Services;

- Use the Services or export the Services in violation of U.S. export laws and regulations;

- Solicit any activity, unlawful or otherwise, that infringes TigerConnect's rights or the rights of any other party;

- Enable others to violate any of these terms and conditions; and

- allow any users of the Services under 18 years of age without the consent of a parent or guardian.

TigerConnect may terminate or suspend Customer's access to the Services (and Customer's associated account) immediately upon any violation of these Terms (including this Section 2.9), and TigerConnect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur in connection with any such suspension.

3.   THIRD PARTY SERVICES

Certain features and functionalities within the Services may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, **"Third-Party Services"**) through the Services. TigerConnect does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Services.

4.   FEES

4.1.   Payment. Customer shall pay the non-refundable fees set forth in each Order Form, without delay, set-off or deduction. Unless otherwise set forth in an Order Form, all charges will be based on Provisioned Users, and billing and payment for the Services shall be annual in advance. Professional Services will be billed at TigerConnect's then-current hourly rate and shall be payable in advance unless otherwise stated in the Order Form. Except as otherwise stated in an Order Form or SOW, TigerConnect will issue annual invoices to Customer, and Customer will pay all amounts set forth on such invoices no later than thirty (30) days after its receipt of such invoice. Payment must be made by credit card, ACH or wire transfer only. Please note that all credit card payments will incur an additional processing transaction fee of 3% of the total transaction amount. If Customer fails to make any payment when due, TigerConnect may withhold further Services upon ten (10) days' prior written notice. TigerConnect may impose a late payment charge of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

4.2.   Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and similar taxes imposed by any governmental regulatory authority on any amount payable by Customer to TigerConnect hereunder (other than taxes imposed on TigerConnect's income). The address listed in the applicable Order Form will be used to determine the appropriate taxing jurisdiction of the products and services purchased. If Customer is a tax-exempt institution, Customer shall provide its valid tax exemption certificate to receive an invoice without any applicable taxes.

4.3.   Billing Disputes. If Customer believes in good faith that TigerConnect has billed Customer incorrectly, Customer must contact TigerConnect no later than thirty (30) days after the due date on the invoice or billing statement in which the error or problem first appeared in order to receive an adjustment or credit. Billing disputes should be directed to TigerConnect's billing department in writing (billing@TigerConnect.com) with all information pertinent to the dispute, including an explanation of the amount disputed and the reasons. Customer must pay all undisputed amounts in accordance with Section 4.1 unless the disputed amount is less than 5% of the total invoice amount, in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.

5.   TERM AND TERMINATION

5.1.   Term. The initial term of the Agreement shall be the period agreed in the Order Form and shall commence on the Effective Date stated in the Order Form (the "**Initial Term**"), unless terminated pursuant to the provisions of this Section 5. Unless a Party gives written notice to the other thirty (30) days before the expiration of the Initial Term or any Renewal Term (as defined below), the

Term (as defined below) will renew automatically for successive equivalent periods unless otherwise provided for in the applicable Order Form (each such period renewal term a "**Renewal Term**"; collectively, the Initial Term and any Renewal Term shall hereafter be referred to as the "**Term**"). If the Parties have not entered into an Order Form or SOW, or no Effective Date is shown thereon, the Term commences as of the date Customer first accesses, downloads or uses any of the Services, and shall continue for so long as TigerConnect allows Customer, in TigerConnect's sole discretion, to use or access any of the Services.

5.2. <u>Termination for Cause</u>. In addition to any other remedies a Party may have, the Agreement may be terminated by either Party if (i) the other Party materially breaches these Terms, any Order Form or any other part of the Agreement and fails to cure a breach capable of remedy within thirty (30) days' notice of such breach, or immediately upon written notice in the case of a material breach not capable of remedy, (a **"Material Breach"**), or (ii) TigerConnect may terminate immediately upon notice upon the institution of any insolvency, bankruptcy or similar proceeding by or against Customer, including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or Customer ceases to conduct its business operations in the ordinary course of business. Termination of this Agreement shall cause all Order Forms to terminate.

5.3. <u>Suspension for Non-Payment.</u> Without prejudice to any other provision of the Agreement, TigerConnect reserves the right, upon ten (10) days' prior written notice to Customer of Customer's failure to timely pay any Service fees, to restrict, suspend or terminate the relevant Services, and TigerConnect shall be released from its obligations under the Agreement with respect to such Service(s) until any balance due is paid or until such other material breach is remedied, and may recover any TigerConnect provided equipment.

5.4. <u>Effect of Termination</u>. Upon termination of the Term, (i) the license granted to Customer pursuant to Section 2 will terminate, and Customer shall no longer be permitted to use or access the Services; and (ii) Customer will return or destroy, at TigerConnect's election, all TigerConnect Confidential Information in its possession or control, and certify to the same. In addition, if the Agreement is terminated by TigerConnect as a result of a Material Breach by Customer under Section 5.2, and/or non-payment by Customer under Section 5.3, all fees owed for the remainder of the term of each Order Form and SOW will become immediately due and payable by Customer.

6. DATA

6.1. <u>Customer Data</u>. Customer owns all of Customer's data, text, information, graphics, photos, profiles, audio and video clips, links and other content and materials that Customer submits and/or transmits using the Services, (collectively, **"Customer Data"**). Customer hereby grants TigerConnect the right and license to use Customer Data to provide, monitor and improve the Services, provided that no Protected Health Information (as defined by HIPAA) (**"PHI"**) contained within the Customer Data may be used to improve the Services. Customer shall be fully liable and responsible to ensure that Customer Data does not violate any law, regulation or the terms of the Agreement. All Customer Data will be processed and stored within the geographic limits of the United States.

6.2. <u>Usage Data</u>. Notwithstanding anything to the contrary in the Agreement, TigerConnect may monitor, collect, use and store usage data, metadata and other aggregated data, in de-identified form, regarding use of the Services and Customer Data (the **"Usage Data"**). TigerConnect owns all title, right, and interest, including any associated intellectual property rights, in and to the Usage Data.

6.3.   Data Archiving. Unless otherwise agreed, TigerConnect shall not be responsible for maintaining archives of Customer Data on TigerConnect's systems. For an additional fee, Customer has the option to receive all Customer Data in real time, which Customer may choose to archive at its sole expense or elect to utilize TigerConnect-hosted archiving. Upon termination of the Term, any customizations to the Services by or for Customer (which, for clarity, are Professional Services), any other Professional Services, and all Customer Data held by TigerConnect will be permanently lost. If Customer has elected TigerConnect-hosted archiving, it will be Customer's responsibility to notify TigerConnect prior to termination/expiration of the Term if it elects to have TigerConnect export the Customer Data to Customer or a third-party hosting service (and pay all costs associated therewith) or permanently delete the Customer Data upon termination/expiration.

6.4.   Business Associate Agreement. In the absence of a separate Business Associate Agreement entered into by the Parties, where TigerConnect acts as a Business Associate in the course of the delivery of the Services the Parties agree to be subject to the terms and conditions of TigerConnect's standard Business Associate Agreement, which may be viewed at [URL] and which is incorporated herein by reference.

7.   GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1.   Warranty of Title. TigerConnect represents and warrants that (i) it has and shall continue to have for the Term the right to grant to Customer the licenses expressly set forth herein without violating the rights of any third party, and (ii) it is duly organized, validly existing and in good standing under its jurisdiction of organization.

7.2.   Warranty of Services and Performance. TigerConnect represents and warrants that (i) the Services performed by TigerConnect or by its subcontractors or agents shall be performed in a professional manner using personnel whom TigerConnect has determined to have appropriate skill and experience for the Services, consistent with standard practices in the industry, (ii) the Services will substantially perform in accordance with Documentation, and (iii) TigerConnect will use industry standard programming practices and security procedures to avoid inserting any virus, trojan horse, worm, time bomb, back door or other software designed to disable a computer program automatically or permit unauthorized access and to scan for viruses and remove any viruses found. All warranty claims under (i) must be reported to TigerConnect within thirty (30) days of the provision of the related Professional Services. The warranty set forth in this Section does not apply upon any of the following: (a) any change, addition, deletion or other modification was made to any deliverables provided by TigerConnect, except as specifically authorized in writing by TigerConnect; and (b) Customer's failure to report a deficiency within the specified warranty period. Upon a valid deficiency claim by Customer, TigerConnect shall remedy the deficiency within a commercially reasonable period of time and failing that, TigerConnect shall refund all Professional Services fees paid by Customer and attributable to the deficiency giving rise to the warranty claim. The foregoing remedies are TigerConnect's sole obligation and Customer's sole remedy in the event of a valid warranty claim under this Section 7.2.

7.3.   Customer Representations and Warranties. Customer represents and warrants that (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into the Agreement; and (ii) Customer's use of the Services, and Customer Data, will not violate or infringe any third party's intellectual property or other rights, or violate applicable law.

8.   IP OWNERSHIP

8.1.   <u>IP Rights</u>. All intellectual property rights either pre-existing or created by either Party during or arising from the performance of the Agreement shall remain the absolute property of that Party or its licensors. Subject to the limited rights expressly granted to Customer in Section 2, TigerConnect reserves and as between the parties will solely own: the Services; the underlying software provided in conjunction with the Services (and all updates and upgrades thereto); algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services; Documentation; TigerConnect Confidential Information; Usage Data; all improvements, customizations, modifications, or enhancements to, or derivative works of, the foregoing; and all intellectual property rights in and to any of the foregoing. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

8.2.   <u>TigerConnect Trademarks</u>. "TigerConnect" and other TigerConnect graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. TigerConnect's trademarks and trade dress, as well as third-party trademarks, logos, and service marks used in conjunction with the Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without TigerConnect's prior written permission.

9.   CUSTOMER ACKNOWLEDGEMENTS

Customer fully understands, acknowledges, and agrees that: (a) the messaging system that may comprise part of the Services is intended to deliver non-critical, non-emergency messages between users; (b) the Services are dependent upon a number of factors outside TigerConnect's control, including but not limited to the operation of third party provided hardware and network services; (c) the Services are not a substitute for any of Customer's current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent TigerConnect messages or in Customer being able to access or use the Services in the manner intended; (e) the Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; and (f) Customer is solely responsible for providing to TigerConnect accurate information regarding Customer's account or the delivery of the Services, including, without limitation, user information, changes in personnel, phone number changes and email address changes. In addition, Customer employees or agents with administrative access to the Services will be able to change certain security features associated with the Services, which may make the Services less secure and increase the risk of Customer Data, including patient information, being exposed. TigerConnect will not be liable or responsible for any unauthorized use or disclosure of any Customer Data, including any patient information, resulting, in whole or in part, from changes by Customer or any other third party within Customer's reasonable control, to the default security settings of the Services.

10.   SERVICES UPDATES & MAINTENANCE

10.1.   <u>Messaging.</u> By using the Services, Customer grants TigerConnect permission to send to Customer's Authorized Users (excluding Customer patients) messages (including via email or text) regarding the Services, its features, service alerts and network activity, including educational and instructional materials. Notwithstanding the foregoing, it is Customer's responsibility to register for updates from, and/or regularly check, TigerConnect's webpages at http://status.tigerconnect.com and https://tigerconnect.com/sitemap/release-notes/ for updates with respect to the Services. Customer's continued use of the Services after such updates will constitute its acceptance of the changes.

10.2. <u>Maintenance</u>. TigerConnect reserves the right to perform scheduled maintenance and update or modify its cloud infrastructure at any time, provided that such updates and modifications do not result in a material reduction in the use of the Services. Scheduled maintenance will not normally result in service interruption. If scheduled maintenance requires service interruption, TigerConnect will aim to (i) provide Customer thirty (30) days' prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance during periods of low activity for the data region being affected. In the case of emergency maintenance, TigerConnect will attempt to provide Customer with twenty-four (24) hours' prior notice. Notice of scheduled maintenance will be provided to Customer's designated point of contact by email. Customer agrees that it is Customer's obligation to make sure TigerConnect has correct contact information for scheduled maintenance notification purposes.

11. PRIVACY POLICY

TigerConnect may process personal data about Authorized Users and their use of the Services, but not including any PHI, in accordance with TigerConnect's Privacy Policy. The terms and conditions in the Privacy Policy may be changed by TigerConnect in its sole discretion, and those changes become effective upon posting. It is Customer's responsibility to review the Privacy Policy for any revisions.

12. MULTI-ORG USERS

Customer acknowledges that some of its Authorized Users (excluding Customer patients) may desire to work with other healthcare organizations and that the users of the Services from other healthcare organizations may desire to work with Customer (each such Authorized User is referred to as a **"Multi-Org User"**). In order to facilitate use of the Services for Multi-Org Users, and notwithstanding anything to the contrary in any other document, Customer grants TigerConnect the right and permission to share the name, mobile phone number, email address, pager number, job title and department of Multi-Org Users (**"Contact Details"**) with applicable organizations, including Customer. Customer is required to treat such Contact Details in the same manner it treats other Confidential Information.

13. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public data, information and other materials regarding the products, software, services, prices, discounts or business of a Party (or of third parties, to the extent a Party is bound to protect the confidentiality of any third party's information) provided by a Party, its employees, contractors or Affiliates (**"Disclosing Party"**) to the other Party (**"Receiving Party"**) where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential or proprietary. The Parties agree, without limiting the foregoing, that (A) (i) any performance and security data, product roadmaps, source code, benchmark results and technical information relating to the Services, including pricing information, (ii) Documentation; and (iii) the terms of each Order Form and SOW are TigerConnect's Confidential Information, and (B) Customer Data is the Confidential Information of Customer. Notwithstanding the foregoing, Confidential Information shall not include information which: (a) is already known to the Receiving Party without obligations of confidentiality prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (d) is independently developed or created by the Receiving Party without using Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or governmental regulation, provided that Receiving Party provides reasonable notice to Disclosing Party of such required disclosure to the extent allowed by law, and reasonably cooperates with Disclosing Party (at the Disclosing Party's expense) in limiting such disclosure. Except as expressly authorized herein, the Receiving Party shall: (i) maintain Disclosing

Party's Confidential Information in strict confidence, (ii) use the Confidential Information of the Disclosing Party only to perform its obligations or exercise rights granted to it hereunder; and (iii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care, and (iv) only disclose Confidential Information of the Disclosing Party (a) to its employees, representatives, or contractors who have a bona fide need to know such Confidential Information to perform under the Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth herein, or (b) to the extent required by an order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

14. INDEMNIFICATION

14.1. <u>General Indemnity by Customer</u>. Customer will indemnify, hold harmless and defend TigerConnect and its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, Affiliates, licensors and suppliers from and against any and all losses, damages, expenses (including reasonable attorneys' fees and court costs), claims, liabilities, suits or actions resulting from a claim, suit ("**Claim**"), or proceeding by a third party arising in connection with (i) Customer's, or any of its Authorized Users use (or misuse) of the Services, including any communications from or on behalf of Customer to any other user of the Service, or a breach of the restrictions in Sections 2.8 and 2.9; (ii) Customer Data; and (iii) Customer's violation of applicable law, including HIPAA or other laws related to data privacy or security or consumer protection.

14.2. <u>General Indemnity by TigerConnect</u>. TigerConnect agrees to indemnify, hold harmless and defend Customer and its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers from and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees) due to third-party claims, suits or actions resulting from (i) TigerConnect's acts or omissions in violation of this Agreement or applicable law; or (ii) the gross negligence or intentional misconduct of TigerConnect.

14.3. <u>IP Indemnity by TigerConnect</u>. TigerConnect will indemnify, hold harmless and defend Customer against a third-party Claim resulting from the infringement by the Services of such third party's intellectual property rights, and TigerConnect will pay costs of the infringement claim, and reasonable attorneys' and expert fees. TigerConnect shall have no defense or indemnification obligation or other liability for any claim or cause of action of infringement arising from (a) use of the Services not in accordance with this Agreement; (b) modification of the Services not performed by TigerConnect if the alleged infringement would not have occurred but for such modification; (c) the combination of the Services with any other products, service, hardware, software or other materials if the Services would not directly infringe without such combination, (d) any third party products, service, hardware, software or other materials, (e) failure by Customer to install updates to the Services as requested by TigerConnect to avoid infringement, (f) use of other than the then-most current release of the Services, provided that such release was made available to Customer, or (g) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. If any proceeding is commenced which would entitle Customer ˜to indemnification under this section, prompt notice of the proceeding shall be given to TigerConnect who shall be entitled to take control of the defense, investigation or settlement of the proceeding and Customer agrees to reasonably cooperate in the ensuing investigations, defense or settlement.

14.4.   IP Remedy. If TigerConnect reasonably believes the Services could infringe any third party's intellectual property rights, TigerConnect may, at its sole option and expense: (i) modify or replace the Services, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue use the affected Services. If TigerConnect determines that neither alternative is commercially practicable, TigerConnect may terminate this Agreement and/or the relevant Order Form(s) covering the affected Services, in its or their entirety or with respect to the affected component, by providing written notice to Customer. The rights and remedies set forth in this Section 14 will constitute Customer's sole and exclusive remedy and TigerConnect's sole liability for any infringement or misappropriation of intellectual property rights in connection with the Services.

15.   DISCLAIMER

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY TIGERCONNECT IN THE AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TIGERCONNECT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TIGERCONNECT DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICES FOR TRADING SECURITIES IS NOT PERMITED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TIGERCONNECT OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS.

TigerConnect does not authorize anyone, whether a TigerConnect employee, agent, sub-contractor, or otherwise, to make a warranty of any kind on its behalf, and Customer should not rely on any such statement.

16.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SAVE FOR BODILY INJURY OR DEATH OF A PERSON OR FRAUDULENT MISREPRESENTATION, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, THEIR OFFICERS, SHAREHOLDERS, PREDECESSORS, SUCCESSORS IN INTEREST, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY, OR OTHER THEORY FOR (A) LOSS OF PROFITS, ANTICIPATED SAVINGS, GOODWILL, REVENUE, AND ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) FOR ANY MATTER BEYOND EITHER PARTY'S REASONABLE CONTROL.

IN NO CIRCUMSTANCES SHALL TIGERCONNECT AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE FOR ANY DIRECT DAMAGES THAT RESULT FROM: (1) THE USE OF, OR INABILITY TO USE, THE SERVICES; (2) THE PERFORMANCE OF THE SERVICES; OR (3) DELAY, DAMAGE, OR SERVICE FAILURE, ERROR OR INTERRUPTION OF USE, OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS IN ANY WAY ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USING THE SERVICES. CUSTOMER'S ONLY REMEDY AGAINST TIGERCONNECT FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TIGERCONNECT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT OR THE SERVICES EXCEED THE AMOUNT PAID BY CUSTOMER TO TIGERCONNECT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THE LIABILITY OF TIGERCONNECT TO CUSTOMER OR ANY THIRD PARTY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO ANY IMPROPER DISCLOSURE OR BREACH OF PROTECTED HEALTH INFORMATION BY TIGERCONNECT, ITS SUBCONTRACTORS OR AGENTS SHALL INSTEAD BE SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH IN THE APPLICABLE BUSINESS ASSOCIATE AGREEMENT, OR IF NO SUCH LIMITATION IS CONTAINED THEREIN, THE AGGREGATE AND CUMULATIVE LIABILITY OF TIGERCONNECT TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY SUCH IMPROPER DISCLOSURE OR BREACH SHALL IN NO EVENT EXCEED FIVE MILLION DOLLARS ($5,000,000).

17.   DISPUTE RESOLUTION

17.1.   <u>Dispute Resolution</u>. Any dispute (other than failure to pay any undisputed invoice properly demanded) shall first be dealt with in accordance with this Section 17.1. The Parties shall endeavor to amicably resolve any dispute before bringing formal legal proceedings of any kind. The Parties agree to work in good faith at all times to try to reach a settlement within thirty (30) days following the day of written notification of a dispute. The Parties will escalate the dispute internally, as appropriate, to see if it can be resolved. If an agreement cannot be reached by the

end of the thirty (30) day period, representatives of both Parties shall meet, in person whenever possible. If the Parties do not meet, or if during two weeks after such meeting an agreement has not been reached, the Parties may attempt to settle the dispute by mediation in accordance with either (i) the Mediation Process of the Judicial Arbitration and Mediation Services, Inc. (JAMS) or (ii) the Model Mediation Procedures for the Centre for Effective Dispute Resolution (CEDR). All negotiations connected with any matter in dispute, shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

17.2. <u>Governing Law and Venue</u>. The Agreement and all matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law provisions and further excluding the United Nations Convention on Contracts for the International Sale of Goods. Each Party irrevocably agrees that the jurisdiction and venue of any proceeding, suit or action arising out of or in connection with the Agreement or the Services must be brought solely and exclusively in state or federal court located in Los Angeles County, California, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other Party. TigerConnect also reserves the right to sue Customer in the province or state of its domicile.

17.3. <u>Interim or Immediate Relief</u>. Notwithstanding any other provision in this Section 17 (and the good faith intention of the Parties to fully utilize the relevant dispute resolution procedures set out in this Section 17), nothing herein shall prevent a Party from at any time taking steps to preserve or enforce its rights, including by way of interlocutory or other interim or immediate relief in a court of competent jurisdiction in the case of a breach or threatened breach of any Party's obligations under the Agreement which the other Party reasonably deems may cause it irreparable harm and significant damages for which there may be no adequate remedy under law. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.4. <u>Attorneys' Fees</u>. If any action or proceeding is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing Party may be entitled. As used herein, "prevailing Party" includes without limitation a Party who successfully brings or defends an action and, as a result, receives a favorable judgment or verdict, or a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

18. <u>MISCELLANEOUS</u>

18.1. <u>Assignment</u>. Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other Party's prior written consent; provided, however, that TigerConnect may, without consent, assign or transfer this Agreement in connection with a reorganization, merger, acquisition, sale of all or substantially all of TigerConnect's assets or equity, change of control, or by operation of law. Any attempt to assign or transfer this Agreement in violation of this Section will be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

18.2. <u>Feedback</u>. From time to time Customer may provide TigerConnect with suggestions, comments, feedback or the like with regard to the Services (collectively, **"Feedback"**). Customer hereby grants TigerConnect a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with TigerConnect's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

18.3. <u>Notices</u>. All notices required or contemplated by this Agreement shall be in writing in the English language. Any notice to be given or served hereunder by either Party shall be deemed given and received (a) when delivered personally or five (5) days after being mailed certified mail, postage prepaid or (b) if sent by email, when transmitted to the addressee; but if transmission is on a day that is not a normal business day or after 1600hrs in the addressee's time zone, it is deemed to be duly given and received on the next normal business day. Notices to TigerConnect shall be sent to the principal office address of TigerConnect as indicated on https://tigerconnect.com. Notices to Customer shall be sent to the address for Customer listed on any agreement between Customer and TigerConnect, or to such other address as Customer may designate in writing to TigerConnect. A copy of all notices to TigerConnect shall also be emailed to legal@tigerconnect.com on the same day as any personal delivery or the date any such notice was mailed to TigerConnect.

18.4. <u>Entire Agreement</u>. These Terms, together with any Order Form, SOWs, exhibits, appendices, and other attachments thereto that are specifically incorporated herein, shall constitute the entire agreement between TigerConnect and Customer and contains all of the understandings and agreements of the Parties in respect of the subject matter hereof. Any and all prior understanding and agreements, expressed or implied, between the Parties in respect of the subject matter of the Agreement are superseded hereby.

18.5. <u>Severability</u>. If any terms or provisions in the Agreement or any application thereof is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement or any application thereof shall not in any way be affected or impaired, except that, in such event, the Agreement shall be deemed revised in order to provide the Party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted.

18.6. <u>Modifications and Amendments</u>. Except as expressly set forth herein, the Agreement may not be modified or amended except by an instrument in writing signed by the parties. Accordingly, no course of conduct shall constitute an amendment or modification of the Agreement.

18.7. <u>Changes in Applicable Law</u>. If changes in applicable law, regulation, rule or order materially affect delivery of the Service(s), the Parties will negotiate appropriate changes to the Agreement. If the Parties cannot reach agreement within thirty (30) days after TigerConnect's notice requesting renegotiation: (a) TigerConnect may, on a prospective basis after such thirty (30) day period, notify Customer of the necessary changes to the terms of the Agreement and pass any increased delivery costs on to Customer and (b) if TigerConnect does so, Customer may terminate the affected Service on ninety (90) days' prior written notice to TigerConnect delivered within thirty (30) days of such notification.

18.8. <u>Marketing Materials</u>. Subject to Customer's prior written consent, TigerConnect may identify Customer as a customer and use Customer's name and logo(s) in sales presentations and marketing materials, and in press releases and in a brief customer profile or case study for use by TigerConnect for promotional purposes. Customer agrees that TigerConnect may identify

Customer as a customer and use Customer's name and logo(s) on TigerConnect's website and to provide, operate, maintain, and improve the Services.

18.9. <u>Force Majeure</u>. Neither Party shall be liable for any failure or delay in performance of its obligations under the Agreement due to events or causes beyond its reasonable control, including without limitation any government action or inaction, mechanical or electrical breakdown, outbreak of military hostilities (whether or not war is declared), civil disturbance, acts of terrorism, riot, unrest, third party strikes or other labor unrest, natural disaster, epidemic, pandemic, or other cause beyond its reasonable control. If either Party is affected by an interruption or delay contemplated by this Section (a **"Force Majeure Event"**), it will: (a) promptly provide notice to the other Party, explaining the full particulars and the expected duration of the delay and (b) use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied. If TigerConnect is unable to deliver the Services as a result of a Force Majeure Event, TigerConnect shall be excused from its obligation to deliver the Services, and Customer shall not be obligated to pay TigerConnect for the affected Service for the duration of the event.

18.10. <u>Section Headings</u>. Section headings in the Agreement are for the parties' convenience only. Accordingly, they shall not constitute a part of the Agreement when interpreting or enforcing the Agreement.

18.11. <u>Breach and Waiver</u>. No waiver of any breach of the Agreement shall: (a) be effective unless it is in a writing that is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of the Agreement shall constitute a waiver thereof.

18.12. <u>Construction</u>. All defined terms used in the Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. The terms "hereunder", "herein", "hereby", and similar terms refer to these Terms.

18.13. <u>Cumulative Remedies</u>. No right or remedy conferred by the Agreement is exclusive of any other right or remedy conferred herein or by law or in equity. Rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time to time.

18.14. <u>Ambiguous Terms</u>. Any ambiguities in the Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The Agreement will not be construed against any Party by reason of its preparation.

18.15. <u>Compliance with Legal Processes</u>. TigerConnect cooperates with government and law enforcement officials to enforce and comply with the law. TigerConnect may, therefore, disclose any information if TigerConnect deems it reasonably necessary to: (a) satisfy any applicable law, regulation, legal process (such as a subpoena or court order) or enforceable governmental request; (b) enforce the Agreement or the Services, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d) protect against harm to TigerConnect's rights, property or safety, TigerConnect's users or the public as required or permitted by law.

18.16. Export Regulation. The Products or other components of the Services that TigerConnect may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Services. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations, currently Cuba, Iran, North Korea, Syria, Russia, Belarus, and the non-government controlled areas of the Donetsk and Luhansk 'oblasts' and the Crimea region of the Ukraine (a **"Prohibited Jurisdiction"**), and Customer agrees not to permit access to the Services to any government, entity or individual located in any Prohibited Jurisdiction, by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("**Prohibited Person**"), or otherwise in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Customer agrees to comply with all applicable laws regarding the transmission of technology exported from the U.S. and the country in which Customer and users are located. Customer represents that, to the best of Customer's knowledge, neither Customer nor any of Customer's Affiliates is an entity that (a) is, or is directly or indirectly owned or controlled by, any person or entity currently included on the Specially Designated Nationals and Blocked Persons List, or the Consolidated Sanctions List maintained by OFAC, (b) is, or is directly or indirectly owned or controlled by, any Prohibited Jurisdiction.

18.17. Independent Contractors. TigerConnect and Customer are and at all times shall remain independent contractors as to each other. No joint venture, partnership, agency, or other relationship that would impose liability upon one Party for the act or failure to act of the other shall be created or implied by the Agreement. Each Party shall bear full and sole responsibility for its own expenses, liabilities, trade creditors, employees, costs of operation and taxes. Neither Party has or shall have the power to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.

18.18. No Third Party Beneficiaries. No provision of the Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective successors and assigns.

18.19. Surviving Provisions. The following Sections will survive termination or expiration of these Terms or the Agreement for any reason: the obligations and restrictions on use of the Services in Section 2.8 [User Permissions] and Section 2.9 [User Restrictions] respectively; Section 4 [Fees]; Section 5.4 [Effect of Termination]; Section 6.1 [Customer Data], Section 6.2 [Usage Data]; Section 8 [IP Ownership]; Section 9 [Customer Acknowledgments]; Section 11 [Privacy Policy]; Section 13 [Confidential Information]; Section 14 [Indemnification]; Section 15 [Disclaimer]; Section 16 [Limitation of Liability], Section 17 [Dispute Resolution], and Section 18 [Miscellaneous].

18.20. Counterparts. Any Order Forms, SOWs or other documents comprising the Agreement and that require signature by the Parties may be executed by the Parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together constitute one and the same instrument. The Parties agree that electronic signatures, including those delivered by PDF or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals.

Exhibits:

Exhibit A – Patient Engagement Additional Terms and Conditions

Exhibit B – TigerConnect Physician Scheduling Additional Terms and Conditions

Exhibit C – Twiage Additional Terms and Conditions

Exhibit D – Apple Inc., App Store

Exhibit A

Patient Engagement Additional Terms and Conditions

The TigerConnect patient engagement feature allows Customer to communicate with patients and their caregivers through an encrypted, HIPAA compliant secure webform. Due to the unique requirements associated with communicating directly with patients, TigerConnect requires Customer's agreement to the following additional terms and restrictions in order to activate this service on Customer's account:

1.   The access code or other request for identity verification provided to Customer's patients will only be active for 7 days from the time the first SMS message is sent to the patient, and a new access code or identity verification will automatically be generated for patients if they wish to continue communicating with Customer past this 7-day period.

2.   Customer will be able to set the maximum period of time Customer's organization permits a dialog to be open to its patients, after which time Customer will need to initiate a new conversation with those patients.

3.   All recipients will have the right to cancel the patient engagement service at any time by texting "STOP" in reply to the message, and TigerConnect will send them an SMS message to confirm that they have been unsubscribed. After this, they will no longer receive messages from Customer.

4.   Text messages between Customer and Customer's patients will not be archived unless Customer has elected archiving as part of Customer's access to the TigerConnect services. Customer also will have the option to print any conversations using the service, but messages not archived or printed will be deleted once the message lifespan Customer has set for Customer's organization has expired. The default lifespan setting is 30 days. If Customer has video and audio enabled, due to HIPAA requirements, video and audio chats will not be recorded and cannot be archived even if Customer has archiving as part of Customer's TigerConnect services.

5.   TigerConnect's patient engagement feature is capable of enablement with all major mobile phone carriers and can deliver messages to a number of regional carriers. It is Customer's responsibility to confirm Service availability with their chosen carriers prior to contract.

6.   The patient engagement feature is intended for communication with individual patients and their caregivers regarding patient care matters and may not be used for marketing or promotional purposes, or to send messages that include any advertising.

7.   Customer understands and acknowledges that, like all TigerConnect services: (a) the TigerConnect patient engagement feature is intended to deliver non-critical, non-emergency messages between users; (b) the service is dependent upon a number of factors outside TigerConnect's control, including the operation of third party provided hardware and network services; (c) the service is not a substitute for any of Customer's current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent messages; (e) the service is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; (f) TigerConnect is not responsible for the security of the messages on Customer's patients' or their caregivers' personal devices, or for the dissemination of personal health information outside the TigerConnect platform; and (g) Customer is solely responsible for providing to TigerConnect

accurate information regarding patients' accounts, including, without limitation, user information and phone numbers, whether Customer's patients wish to add or delete someone authorized to receive messages on their behalf, and whether patients wish to allow persons added to a conversation to see the prior messages in that conversation.

8.   Please be aware that the TigerConnect patient engagement feature should never be used for any emergency medical situations, and Customer should always instruct Customer's patients to call 911 in case of an emergency. Customer also should advise Customer's patients that they should call Customer's office if at any time they have an urgent question, do not understand a message or do not feel comfortable discussing an issue via text message, even securely.

9.   The use of TigerConnect's patient engagement feature by Customer and Customer's patients will be subject to all of the terms and conditions applicable to the other TigerConnect services, including, without limitation, terms relating to permitted uses and restrictions, indemnification and limitations on liability. In that regard, Customer's patients and their caregivers will be considered "Authorized Users" of Customer, and Customer will be responsible for all matters arising out of or relating in any way to their use of any TigerConnect services.

Exhibit B

TigerConnect Physician Scheduling Additional Terms and Conditions

TigerConnect Physician Scheduling provides an on-line software solution to create, maintain and communicate physician work and on-call schedules (the **"Software"**). This Addendum sets forth the additional terms and restrictions applicable to the TigerConnect Physician Scheduling product.

1. <u>License Grant and Use</u>. TigerConnect hereby grants Customer a license to use the Software solely as a means for accessing, storing, loading, installing, executing or displaying the Software for use in generating or viewing on-call schedules for specialty medical groups or departments within a hospital or healthcare setting. Customer may not modify the Software or disable any licensing or control features of the Software. If the Software is licensed for one user or entity only, Customer may not allow more than the maximum number of Authorized Users to use the Software.

2. <u>Services Provided by TigerConnect</u>. TigerConnect will provide Customer the following services:

   a. Configuration and access to the TigerConnect Physician Scheduling schedule creation product.

   b. Configuration and access to the TigerConnect Physician Scheduling Microsite product.

   c. Online training to assigned schedule creators.

   d. Software support from 5:30 a.m. to 5:30 p.m. (Pacific time), Monday through Friday, and 8:00 a.m. to 5:00 p.m. (Pacific time) on weekends (excluding major holidays).

   e. 24 x 7 emergency support.

3. <u>Customer Responsibilities</u>. Customer will be responsible for the following:

   a. Designating one (1) main scheduler point person for project coordination at all times, including at the outset of the Implementation Phase.

   b. Providing assistance in coordinating scheduler training.

   c. Completing training, configurations and implementation with assigned trainer at all times, including during the Implementation Phase.

   d. Making the TigerConnect Physician Scheduling system available to all eligible users.

   e. Training individual doctors on how to use the TigerConnect Physician Scheduling system.

   f. Complying with all terms of the Agreement and this Addendum in using the TigerConnect Physician Scheduling system.

4. <u>Access Upon Termination</u>. Upon expiration or other termination of the Subscription Term, Customer's account will be deactivated, and Customer will no longer have access to the Software or any of the Services in the TigerConnect Physician Scheduling system; provided, however, that, for a period of 30 days following any such expiration or termination, Customer may in its sole discretion export or print off the information created by Customer in connection with its use of the TigerConnect Physician Scheduling system at no charge.

5. <u>LIMITATIONS</u>. THE TIGERCONNECT PHYSICIAN SCHEDULING SYSTEM AND SOFTWARE IS NOT INTENDED TO BE USED FOR ANY PATIENT DATA. END USERS MAY NOT ENTER, STORE, OR USE THE SYSTEM OR SOFTWARE TO TRANSMIT RESTRICTED INFORMATION OR ANY PERSONAL HEALTH INFORMATION USING THE SYSTEM OR THE SOFTWARE. ENTERING RESTRICTED HEALTH INFORMATION INTO THE SYSTEM IS PROHIBITED, A DIRECT VIOLATION OF THE AGREEMENT AND GROUNDS FOR IMMEDIATE SUSPENSION OR TERMINATION OF CUSTOMER'S ACCESS TO THE SYSTEM AND THE SOFTWARE. TIGERCONNECT IS NOT RESPONSIBLE FOR ANY ACTION OR LIABALITY RESULTING FROM CUSTOMER'S VIOLATION OF THIS POLICY.

<u>**Exhibit C**</u>

Twiage Additional Terms and Conditions

<u>Twiage is a health information technology product for hospitals, paramedics and other healthcare professionals, so that the hospitals are better prepared for patient arrival and can expedite patient care.</u>

1. <u>Software as a Service: The Twiage product provides storage and transmittal to a Customer heathcare facility or location that will enable a Customer to receive internet-based notifications and data from ambulance and other healthcare providers, including patient data, for healthcare treatment by the Customer. Customer will receive such notifications and data via the Twiage Dashboard and Twiage Alerter, as well as the optional Twiage STAT App or Microsoft Team.</u>

2. <u>Software: We may provide software, tools, utilities, or other computer or program code (whether in the form of object (binary code or source code) related to the Twiage Dashboard, Twiage Alerter, and Twiage STAT App, including all related hard-copy and soft-copy Documentation provided by us to Customer under this Agreement and all Updates thereto, to be installed on certain computer devices within Customer's information technology systems infrastructure.</u>

3. <u>Training: We may provide training materials, which include train-the-trainer guidance and user guides for Customer during the Implementation Phase and Technical Support. Additional training on the Services may be purchased at our then current hourly rates.</u>

4. <u>STAT App License Fees. Annual subscription fees for optional STAT App for service lines other than the Emergency Department at the Customer's facilities and locations will be charged at the price per block of ten (10) user licenses shown as shown on the Order Form. Additional licenses may be added at any time.</u>

5. <u>Implementation Fees. Additional fees may be payable by the Customer for the Implementation Phase services necessary to set up the Services hereunder, for single-sign-on integrations, and any Onsite Assistance necessary to implement the Services at the Customer facility or facilities and other locations at the rates specified in the Order Form.</u>

6. <u>Smartphones. Subscriber may elect to use Android smartphones provided by us at our then current rates for hardware and data usage per device as shown in the Order Form.</u>

Apple Inc. App Store

7.   Subject to Customer's compliance with this Agreement, TigerConnect grants Customer a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install TigerConnect's mobile application enabling access to the Services (the **"App"**) on Customer's personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for Customer's personal non-commercial purposes. Except as expressly permitted in this Agreement, Customer may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

8.   This Section applies to any App that Customer acquires from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the App purchase price to Customer (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by Customer or any third party relating to the App or Customer's possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that Customer's possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary thereof. Customer represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties. Customer must also comply with any applicable third-party terms of service when using the App.

[End of Agreement]