

**IMO HEALTH LICENSED SOLUTIONS
SUBSCRIPTION AGREEMENT**

This Agreement (this “**Agreement**”) contains the terms under which IMO Health agrees to grant Client access to and use of IMO Health’s Licensed Solutions and, if applicable, Services. By indicating Client’s acceptance of this Agreement, by entering into a Sales Order that references this Agreement, or by using IMO Health’s services or software, Client agrees to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, then you represent to IMO Health that you have the legal authority to bind the Client to this Agreement. If you do not have that authority or if Client does not agree with the terms of this Agreement, then you may not indicate acceptance of this Agreement, and neither you nor Client may use or access any of IMO Health’s service offerings or other services. The “**Effective Date**” of this Agreement is the date on which you indicate your assent to the terms of this Agreement.

1. For purposes of this Agreement, capitalized terms have the meanings set forth herein or as otherwise defined herein.

(a) “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a party. For this definition, “control” means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

(b) “**Aggregated Data**” means data and information related to Client’s use of the Licensed Solutions that is used by IMO Health in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Licensed Solutions.

(c) “**Applicable Laws**” means all applicable local, state, federal and international laws and regulations.

(d) “**Client**” means the legal entity that executes or otherwise accepts a Sales Order or Statement of Work or uses the Services and thereby accepts the terms of this Agreement, and its Affiliates.

(e) “**Client Application**” means the application or web-based service identified in a Sales Order and used by Client which utilizes or integrates with the Licensed Solutions.

(f) “**Client Data**” means the information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client through the Licensed Solutions or Services, excluding Aggregated Data.

(g) “**Confidential Information**” means all technical, business, financial, and other information that is disclosed by either party to the other, whether orally or in writing, any disputes between the parties, pricing, Licensed Solutions, Work Product, PHI, Personal Data, Documentation, all information and materials accessible on imohealth.com affiliates pages, and all non-public information related to IMO Health products, services and/or methodologies. “Confidential Information” does not include information (i) publicly available through no breach of this Agreement, (ii) independently developed or previously known by Client or IMO Health, or (iii) rightfully acquired from a third party not under an obligation of confidentiality.

(h) “**Documentation**” means the printed and on-line materials, user guides, product specifications, training manuals and other similar information that assist Users, as updated from time to time.

(i) “**Feedback**” means information provided, in any manner, by or on behalf of Client with respect to any feature, IMO Health product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, rules, and information provided to IMO Health pursuant to this Agreement or any Sales Order or Statement of Work.

- (j) **“HIPAA”** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder.
- (k) **“IMO Health”** means Intelligent Medical Objects, Inc., a Delaware corporation.
- (l) **“Licensed Solutions”** means the terminology products, hosted services, and/or software programs developed by IMO Health and identified in a Sales Order, all outputs thereof, and all items of applicable Documentation. It also includes Updates, as well as any IMO Health developed content. “Licensed Solutions” does not include source code, Client Applications, or any Third-Party Components.
- (m) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (n) **“Material Error”** means either an error that materially, adversely affects operation of the entire Licensed Solution or that creates a serious loss of functionality important in the daily operation of a single module and for which a work around is not available.
- (o) **“Personal Data”** means information relating to an identified or identifiable natural person who is protected under the EU’s General Data Protection Regulation EU 2016/679 (GDPR) or other analogous state or foreign data protection laws.
- (p) **“PHI”** has the same meaning as the term “protected health information” as defined by HIPAA, as applied to the information created, received, maintained or transmitted by IMO Health from or on behalf of Client.
- (q) **“Sales Order”** means the document or online order setting forth the items being purchased or licensed by Client (including Licensed Solutions and Services), scope of use, pricing, payment terms, and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- (r) **“Services”** means the services provided by IMO Health and set forth in a Sales Order.
- (s) **“Statement of Work”** means a document which specifies the Services to be completed, including tasks, deliverables, timelines, and other terms as mutually agreed by the Parties.
- (t) **“Territory”** means the United States of America and its territories, unless otherwise indicated in a Sales Order.
- (u) **“Third-Party Components”** means all third-party content identified in the Product-Specific Terms on Exhibit A.
- (v) **“Updates”** means any update, release, or other adaptation or modification of the Licensed Solutions, including any updated documentation, that are made generally available to licensees of the Licensed Solutions with no additional charge during the life of such Licensed Solution, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Licensed Solution, but does not include any Upgrade.
- (w) **“Upgrade”** means any new version or feature of the Licensed Solutions that IMO Health may from time to time introduce and market generally as a distinct licensed product or new functionality, and which IMO Health may make available to Client at an additional cost.

(x) **“User”** means any employee, contractor, representative, or other person acting on Client’s behalf who is authorized by Client to use the Licensed Solutions and who has been supplied with access to the Licensed Solutions by either Client or IMO Health, at Client’s written request.

(y) **“Work Product”** means any documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures developed, conceived, or introduced by IMO Health in the course of IMO Health providing the Licensed Solutions or performing Services, whether acting alone or in conjunction with IMO Health or its employees, Users, Affiliates or others.

2. **Licensed Solutions.** Subject to the terms of this Agreement and the applicable Sales Order, IMO Health grants to Client and Users a non-exclusive, personal, non-transferable, limited license to establish access to and use the Licensed Solutions in the Territory for Client’s internal business purposes in conjunction with the Client Application, if any, identified in the Sales Order. Client will not (and will not permit any person or entity to) (a) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Licensed Solutions or use the Licensed Solutions to operate any timesharing, service bureau, or similar business; (b) cause or permit the Licensed Solutions, in whole or in part, to be available to any other person, entity or business other than authorized Users; (c) copy, reverse engineer, create a cache of, decompile or disassemble the Licensed Solutions, or any output thereof, in whole or in part, or otherwise attempt to gain unauthorized access to or use of any Licensed Solution or its related systems or networks or discover the source code to the software or other IMO Health Confidential Information used by the Licensed Solutions; (d) circumvent or disable any security or technological measures of any Licensed Solution (or any component thereof) or interfere with or disrupt the integrity or performance of any Licensed Solution, Third Party Component, or third-party data contained therein; (e) use any Licensed Solution to store or transmit Malicious Code; (f) use the Licensed Solutions or any IMO Health Confidential Information to perform competitive analysis, create a competitive product or service or in a manner which is competitive with or which would create a functional substitute for any Licensed Solutions or IMO Health Confidential Information; (g) modify, combine, integrate, render interoperable, or otherwise access for purposes of automating data conversion or transfer, the Licensed Solutions or associated software with any other software or services not provided or approved by IMO Health in a Sales Order; (h) alter, destroy or otherwise remove any proprietary notices within the Licensed Solutions, IMO Health Confidential Information, or Documentation; (i) disclose the results of any benchmark tests to any third parties without IMO Health’s prior written consent; (j) infringe, violate, breach or otherwise contravene any proprietary or intellectual property rights of IMO Health, its Affiliates or any third party, including any copyright, database right, trademark, patent, or any other proprietary or intellectual property right in connection with the Licensed Solutions or IMO Health Confidential Information; and (k) permit direct or indirect access to or use of any Licensed Solution in a way that circumvents a usage limit. Client shall use the Licensed Solutions solely for purposes of this Agreement. Without limiting the foregoing, Client shall not use the Licensed Solutions, or any output thereof, as input to any Artificial Intelligence, including to train, develop, create or improve any Artificial Intelligence model or tool, including to train Client’s Artificial Intelligence, without IMO Health’s express written consent. “Artificial Intelligence” or “AI” means any artificial intelligence, including predictive software or algorithms, neural networks, machine learning models, large language models, and all other similar technology including generative Artificial Intelligence. Client will obtain no rights to the Licensed Solutions except for the limited rights to use the Licensed Solutions expressly granted by this Agreement. Notwithstanding the foregoing, if applicable, Client shall be permitted to prepare and use one copy of the Licensed Solutions and Documentation as may be necessary for purposes of: (i) hardware or system maintenance or repair; (ii) software, hardware or system testing; or (iii) backup and disaster recovery.

3. **Client Responsibilities.** Client will ensure that its Users, Affiliates, employees, contractors, agents, and representatives comply with all of Client obligations under the Agreement, and Client is responsible for their acts and omissions relating to the Agreement as though they were those of Client. Client will also credential all Users of the Licensed Solutions and determine the correct privileges for each User and maintain the secrecy of any access credentials (e.g., usernames, passwords, license keys, etc.). Client will promptly notify IMO Health of any known or suspected compromise of any access credentials. Client is solely responsible for the maintenance and use of Client’s hardware, network, internet connectivity, and software. Client will comply with all Documentation and with all Applicable Laws. Client will use reasonable efforts to prevent unauthorized access or use of the Licensed Solutions or IMO Health Confidential Information and shall promptly terminate any such unauthorized access or use. Client

will promptly notify IMO Health of any unauthorized use of, or access to, the Licensed Solutions or IMO Health Confidential Information of which it becomes aware. Client is responsible for the accuracy, quality and legality of Client Data, the means by which Client acquired Client Data, Client's use of Client Data with the Licensed Solutions, and the interoperation of any Client Applications with which Client uses the Licensed Solutions. Client is also responsible for its security and privacy compliance, including obtaining consents and authorizations where necessary, and implementing reasonable security capabilities and policies and procedures to minimize or prevent unlawful access by Client or its Users, and access by unauthorized persons to the Licensed Solutions or IMO Health Confidential Information. Client agrees to the Product-Specific Terms as set forth in **Exhibit A**, for those Licensed Solutions identified in a Sales Order executed by Client.

4. **IMO Health Responsibilities.** IMO Health agrees to provide the Services and Licensed Solutions as set forth in each Sales Order or Statement of Work. IMO Health has implemented reasonable security measures, systems, and procedures designed to protect against anticipated threats or hazards to the security or integrity of Client's Confidential Information. IMO Health represents and warrants that it has the right to provide the Licensed Solutions to Client subject to the terms of this Agreement. IMO Health will provide Updates to the Licensed Solutions in accordance with IMO Health's published release schedule, located at <http://www.imohealth.com/releases>.

5. **Third Party Components.** Third Party Components will be provided under the applicable terms of the third-party supplier as set forth on Exhibit A for the Licensed Solutions as identified in the Sales Order. Unless otherwise set forth in the applicable pass-through provisions, IMO Health grants to Client a non-exclusive, non-transferable sublicense to use the Third-Party Components for Client's internal business purposes solely in conjunction with the Licensed Solutions and in accordance with the license granted to IMO Health by the applicable Third-Party Component supplier.

6. **Term and Termination.**

(a) **Term.** The term of the Agreement (the "***Term***") begins on the Effective Date hereof and continues until superseded by a subsequent Sales Order entered into between the parties or otherwise terminated as set forth herein. The term of each Sales Order is set forth in the applicable Sales Order ("***Sales Order Term***").

(b) **Automatic Renewal.** Unless otherwise specified in a Sales Order, at the end of the then-current Sales Order Term, such Sales Order will automatically renew for an additional one-year period unless either party provides written notice of non-renewal to the other at least 90 days prior to the expiration date of the then-current Sales Order Term. Clients must submit electronic notice of non-renewal or termination to cancellations@imohealth.com.

(c) **Termination for Cause.** Either party may terminate an individual Sales Order or this Agreement by providing written notice to the other if the other party breaches this Agreement or the applicable Sales Order. Such termination will become effective (i) immediately in the event such breach is unable to be cured within any cure period, or (ii) 30 days after written notification of breach if the breaching party fails to cure the breach within the 30-day time period.

(d) **Termination for Convenience.** The parties acknowledge and agree that each Sales Order is priced as a minimum term and may not be terminated for convenience. Either party may terminate a free trial at any time, for any reason, effective upon delivery of notice to that effect.

(e) **Effect of Termination.** Upon termination of this Agreement or a Sales Order for any reason, Client will, within 30 days, return to IMO Health, delete, or destroy all Licensed Solutions, Documentation, IMO Health Confidential Information, documents, software, data and other materials or deliverables received from IMO Health pursuant to this Agreement or the applicable Sales Order or containing any of IMO Health's Confidential Information, in whole or in part (and all copies thereof) and pay all outstanding fees owed under the applicable Sales Order. If requested by IMO Health, Client will deliver to IMO Health a

certificate executed by one of its duly authorized officers confirming compliance with the return or destruction obligations set forth herein.

(f) Suspension of Services. IMO Health will make a good faith effort to contact and provide notice to Client in advance of any suspension. As reasonably practicable under the circumstances, IMO Health will endeavor to resolve together with Client any circumstance that may give rise to IMO Health's suspension rights, which circumstances include, without limitation, the following: (i) a material risk to the security or performance of the Licensed Solutions, the network, or any other IMO Health client or business partner; (ii) use of the Licensed Solutions in violation of the Agreement or Applicable Laws; or (iii) Client is delinquent in its payment obligations for any undisputed fees. Unless otherwise agreed in writing, payment will be considered delinquent if not received within 30 days following the due date set forth on an invoice. IMO Health acknowledges that suspending Client's right to access or use some or part of the Licensed Solutions is a significant action, and, therefore, IMO Health will not exercise this remedy except in good faith and as necessary to resolve the issue giving rise to IMO Health's right to suspend the Licensed Solutions.

(g) Effect of Suspension. If IMO Health suspends Client's ability to access the Licensed Solutions, (i) Client remains responsible for all fees and charges for the Licensed Solutions, including any applicable late fees, and (ii) Client will not be entitled to any compensation or credits for any period of suspension, unless suspension was due to IMO Health's error or omission.

7. Payments and Billing.

(a) Payments. Unless otherwise specified in a Sales Order or Statement of Work, all invoices will be paid in U.S. dollars, Client will pay all invoices within 30 days after the invoice date, and IMO Health may require Client to pay a finance charge on all past due undisputed amounts at a rate of interest equal to the lesser of 1.5% per month or the maximum permissible legal rate. Except as otherwise set forth herein or in a Sales Order or Statement of Work, payment obligations are non-cancelable and fees paid are nonrefundable.

(b) Taxes. Client is responsible for any applicable taxes, including without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Client's order of Licensed Solutions or Services assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in any Sales Order or Statement of Work, all fees, rates and estimates exclude sales taxes. IMO Health is solely responsible for taxes based upon IMO Health's net income, assets, payroll, property, and employees. If Client is tax exempt, Client shall provide IMO Health with a certificate of exemption acceptable to the taxing authority.

(c) Withholding. If Client is located outside the United States of America, and is required to withhold taxes imposed upon IMO Health for any payment under this Agreement by virtue of the statutes, laws, codes or governmental regulations of a country in which any Licensed Solutions are delivered or obtained, then such payments will be made by Client on behalf of IMO Health by deducting them from the payment then due IMO Health and remitting such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted upwards appropriately so that IMO Health actually receives the full amount of the fees set forth in the applicable Sales Order. Client will provide IMO Health with official documentation or tax receipts on such withholdings supporting such taxes and such payments as may be required by IMO Health for its tax records as soon as reasonably possible following payment to the applicable tax authority, and in any event no later than when required by Applicable Law.

(d) Payment Disputes. If Client wishes to dispute an invoice (or any other claim that a stated amount is owed to IMO Health), then Client must (i) timely pay any undisputed portion and (ii) assert any payment dispute in writing to IMO Health's accounting department at accountsreceivable@imohealth.com within 30 days of the date of the invoice giving rise to the dispute. The parties will work in good faith to resolve

any disputed invoices and/or amounts. Upon resolution of a disputed amount and/or invoice, Client will promptly pay IMO Health the remaining balance that was agreed to between the parties.

(e) Annual Increases. Unless otherwise agreed in a Sales Order, Licensed Solution fees are subject to annual increases at the level of then-current standard pricing. IMO Health agrees to provide 60 days' advanced notice of any such increase. Such notice may be in the form of an invoice, or any other form of notice commonly used by IMO Health to communicate with Client. Client acknowledges that the following do not constitute fee increases: (i) additional fees due to an increased usage or volume attributable to Client within the pricing structure set forth in the Sales Order; (ii) additional fees for any Upgrade or an additional Licensed Solution or Service that Client orders; and (iii) expiration of any discount or incentive programs to which Client was previously entitled.

8. Confidentiality. Except as permitted under this Agreement, each of IMO Health and Client will not, nor will they permit their respective Affiliates, employees, agents, attorneys, or independent contractors to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. IMO Health and Client will each (a) secure and protect the other party's Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require their respective Affiliates, employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Client will use IMO Health Confidential Information accessed on authenticated portions of <http://www.imohealth.com> only for the purpose of supporting its permitted use of the Licensed Solutions or Services. Either party may disclose the other party's Confidential Information to the extent required by Applicable Laws, including without limitation any applicable Freedom of Information Act or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party will notify the other party as soon as practicable prior to such disclosure and no later than ten calendar days after receipt of the order or request. Client may not use the Licensed Solutions to process Personal Data or PHI unless the parties have executed a Business Associate Agreement, Data Protection Agreement, or other legal agreement as required by Applicable Laws. The parties agree that breach of this Section would cause irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, a party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. This Section does not transfer ownership of Confidential Information or grant a license thereto. Each party retains all right, title, and interest in and to all its Confidential Information.

9. Mutual Warranties. Each party represents and warrants to the other party that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; (b) the Agreement does not conflict with any other agreement entered into by it; and (c) it will conduct business in accordance with all Applicable Laws.

10. IMO Health Warranties.

(a) Performance Warranty. IMO Health warrants that the Licensed Solutions will, without Material Error, perform in all material respects when used in accordance with the Documentation. In the event IMO Health fails to conform to this warranty, and Client provides written notice to IMO Health within the applicable Sales Order Term, then, as Client's sole remedy and IMO Health's sole obligation, IMO Health will repair or replace the failing item of Licensed Solution so that it performs in accordance with such warranty. IMO Health does not warrant that the Licensed Solutions are free from all bugs, errors, or omissions. If after 30 days, IMO Health cannot repair or replace the Licensed Solution as set forth herein, Client may terminate the Agreement upon immediate notice to IMO Health, and IMO Health will refund Client a pro rata amount of any prepaid fees applicable to the unused portion of the Sales Order Term of the terminated Licensed Solution (excluding, for clarification, any implementation fees unless the claim arises in Client's initial Sales Order Term).

(b) Viruses. IMO Health will use commercially reasonable efforts, using commercially available antivirus software, to ensure that the Licensed Solutions provided to Client contain no Malicious Code.

(c) Services Warranty. IMO Health warrants that it will perform the Services in a professional manner in accordance with the applicable Sales Order or Statement of Work, as applicable.

(d) Integration with Client Applications. IMO Health does not warrant or support Client Applications or other non-IMO Health products or services. IMO Health is not responsible for any disclosure, modification or deletion of Client Data resulting from access to the Licensed Solutions by such Client Application or non-IMO Health product or service.

11. Technology Improvements. IMO Health may modify the Licensed Solutions as it determines necessary to reflect changes in technology and information security practices. IMO Health will notify Client in advance of any material modifications. If IMO Health proposes to introduce any change to the Licensed Solutions that, to IMO Health's knowledge, will cause material degradation in the functionality of the Licensed Solutions or failures in the interoperation of the Licensed Solution with the Client Application ("**Breaking Change**"), then IMO Health will provide Client at least six months' notice prior to IMO Health's implementation of such change, except in cases of emergency, such as critical vulnerability remediation, in which case IMO Health will provide as much prior notice as is reasonable in the circumstances. In the case of a Breaking Change, unless IMO Health has provided a substantially equivalent replacement, or made the modification (i) to remain compliant with Applicable Law or (ii) to address a security vulnerability, Client may, at any time within the 30 day period following IMO Health's implementation of the modification, terminate any affected Sales Order by delivery of written notice to IMO Health to that effect. Within 30 days of such termination, IMO Health will refund to Client a pro-rata amount of any affected Licensed Solution fees prepaid to IMO Health and applicable to the unutilized portion of the Sales Order Term for terminated Licensed Solutions. Upon any modification to the Licensed Solutions, IMO Health may require Client to utilize Updates to the Licensed Solutions, or updates to third party software utilized by Client in order to continue using some or all of the Licensed Solutions (but at no additional charge with respect to any IMO Health Updates or third-party updates that are provided by IMO Health). Client acknowledges that failure to implement Updates to the Licensed Solutions could negatively impact Client's use of the Licensed Solutions.

12. Trials. From time to time, IMO Health may offer limited no-cost access to certain Licensed Solutions or make new features or modules that IMO Health is still testing available to Client for test or evaluation purposes ("**Trials**"). Trials do not come with product support. IMO Health reserves the right to discontinue a Trial at any time. Client acknowledges and agrees that, with respect to a Trial: (i) Licensed Solutions may not meet Client's requirements; (ii) the use or operation of the Licensed Solutions may not be uninterrupted or error free; (iii) Client's use of any Licensed Solutions is solely to test and evaluate the Licensed Solutions. Client shall use reasonable efforts to provide Feedback and report any errors, defects, or other deficiencies to IMO Health. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL LICENSED SOLUTIONS, NEW FEATURES OR MODULES PROVIDED BY IMO HEALTH TO CLIENT PURSUANT TO A TRIAL ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Client hereby waives all claims, now known or later discovered, that Client may have against IMO Health and its suppliers and licensors arising out of Client's use of the Licensed Solutions during a Trial.

13. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 10, THE LICENSED SOLUTIONS AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. IMO HEALTH DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IMO HEALTH DOES NOT WARRANT THAT THE LICENSED SOLUTIONS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET CLIENT'S REQUIREMENTS. IMO Health makes no representations or warranties regarding the Third-Party Components.

14. Professional Responsibility. Client acknowledges and agrees that the Licensed Solutions and Services are information management tools that require the involvement of professional medical personnel and the information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical, billing, coding or compliance personnel. Client further acknowledges and agrees that the Licensed Solutions and Services are not intended to diagnose disease, prescribe treatment, or perform any other

tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines. Client will be solely responsible for the professional and technical services provided by Client and Users. IMO Health makes no representations concerning the completeness, accuracy or utility of any information in the Licensed Solutions or Services. IMO Health has no liability for the consequences to Client or Client's patients of Client's use of the Licensed Solutions or Services.

15. Ownership and Use. As between Client and IMO Health, IMO Health and IMO Health's licensors retain and own all right, title, and interest in all intellectual property rights in the Licensed Solutions, Services, Updates, Upgrades, Work Product, Documentation, IMO Health's Confidential Information, and all enhancements, revisions or improvements to, or derivative works of the foregoing. If Client provides IMO Health with any suggested improvements, or requests additions or changes to the Licensed Solutions or Services, Client grants IMO Health a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements, additions or changes. All Feedback that Client provides to IMO Health regarding the Licensed Solutions shall become the exclusive property of IMO Health without any payment, accounting, remuneration, or attribution to Client.

16. Client Data. Client grants IMO Health the non-exclusive, worldwide right to use Client Data as necessary to provide and support the Licensed Solutions and provide Services to Client under this Agreement. IMO Health may also use Client Data for IMO Health's internal business purposes, including analysis or development of new services, products, or analysis or improvement of existing services or products. IMO Health may de-identify or anonymize the Client Data for its internal uses, with respect to PHI in accordance with 45 C.F.R. §164.514, or (with respect to non-PHI Data) in accordance with Applicable Laws. IMO Health will keep all Client Data confidential and will only provide access to Client Data to IMO Health employees and third parties working for IMO Health under IMO Health's direction pursuant to confidentiality agreements. Notwithstanding the foregoing, IMO Health may disclose Client Data to the minimum extent necessary to meet legal or regulatory requirements, such as a court order or government agency request.

17. Aggregated Data. Notwithstanding any other provision of this Agreement, Client acknowledges that IMO Health may monitor Client's use of the Licensed Solution and the Services and collect and compile Aggregated Data. As between IMO Health and Client, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to IMO Health. Client acknowledges and agrees that IMO Health may use and disclose Aggregated Data for internal business purposes, including analysis or development of new services, products, or analysis or improvement of existing services or products or for any other purpose permitted under Applicable Laws.

18. Indemnity by IMO Health. IMO Health will defend, indemnify and hold Client and its officers, directors, and agents harmless against third party claims, costs, liabilities, judgments, settlements, penalties, and causes of action (each, a "**Third Party Claim**") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of and alleging that the use of the Licensed Solutions infringes on a United States patent, trademark or copyright. Client will provide IMO Health with prompt notice of any such claim so that IMO Health's indemnification duties under this Section are not materially adversely affected.

If the Licensed Solutions, or any portion thereof, is, or in IMO Health's opinion is likely to be, claimed to infringe or otherwise violate any third-party intellectual property right, then IMO Health may, at its option, do any of the following: (a) obtain the right for Client to continue using the Licensed Solutions as permitted by this Agreement; (b) replace or modify the materials that infringe or are alleged to infringe so that the Licensed Solutions are non-infringing, provided there is no material loss of functionality; or (c) if IMO Health reasonably concludes that it will not be commercially reasonable to do either of the above, terminate this Agreement in its entirety or with respect to the affected part or feature of the Licensed Solutions, effective immediately on written notice to Client. Upon termination under this Section, Client will cease all use of the Licensed Solutions immediately upon receipt of notice from IMO Health and IMO Health will promptly refund to Client, on a pro rata basis, the share of any license fees prepaid by Client for the future portion of the Term that would have remained but for such termination. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF IMO HEALTH, AND

THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE LICENSED SOLUTIONS.

IMO Health's obligations set forth in this Section do not apply to the extent that the Third Party Claim is based upon: (i) the use of any item of Licensed Solutions in combination with any product, service or activity (or any part thereof) not provided or recommended in writing by IMO Health; (ii) the use of Licensed Solutions in violation of this Agreement; (iii) the use of Licensed Solutions not updated to the latest version offered by IMO Health, where the latest version incorporates modifications that avoid the infringement claim; or (iv) revisions or additions to the Licensed Solutions made by Client or Users.

19. Indemnity by Client. Subject to Applicable Laws, Client will defend, indemnify, and hold IMO Health and its officers, directors, shareholders, employees, and agents harmless from and against any Third Party Claim and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the Licensed Solutions or Services by Client; provided however, that the foregoing indemnity will not apply to the extent Client has used the Licensed Solutions and Services in accordance with the Documentation and applicable standards of good clinical practice and the proximate and direct cause of the Third Party Claim is IMO Health's negligence or willful misconduct in providing the Licensed Solutions or Services.

20. Indemnification Procedure. The indemnifying party will have sole control of the defense of any such action, including appeals, negotiations, and any settlement compromise thereof; provided: (a) the non-indemnifying party will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations; and (b) such approval by the non-indemnifying party will not be unreasonably withheld or delayed.

21. Limitation of Damages. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL EXCEED TOTAL LICENSE FEES PAID TO IMO HEALTH FOR THE APPLICABLE LICENSED SOLUTION FOR THE 12 MONTHS PRECEDING THE CLAIM. IN NO CASE WILL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DIMINUTION IN VALUE. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, A PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. IMO Health is not liable for any damages of any kind or nature related to or arising from the Third-Party Components. Any liability limitations set forth in the third-party pass-through provisions state the maximum liability of the applicable supplier with respect to that product or service.

22. Force Majeure. Neither Client nor IMO Health will have the responsibility for any delay or failure of performance resulting from causes beyond its reasonable control and without its fault or negligence, such as acts of God, fires, floods, natural disasters, epidemics, quarantine restrictions, other catastrophes, wars, civil disturbances, terrorism, riots, or civil or military authorities (a "**Force Majeure Event**"). In such event, the delayed party will perform its obligations within a reasonable time after the cause of the delay or failure has been remedied. Both parties will use reasonable efforts to mitigate the effect(s) of a Force Majeure Event. Both parties will have the right to terminate this Agreement (and any applicable Sales Order or Statement or Work) if a Force Majeure Event prevents the other party from performing its obligations for a period of more than 90 days.

23. Audit. Client agrees to provide information requested by IMO Health to verify Client's compliance with this Agreement including, within 15 days of IMO Health's request, Client will provide IMO Health with Client's current volumes (Net Patient Revenue, Covered Lives, Annual Visit Equivalents, Providers, etc. as applicable) and any updates to the appropriate information requested on the Sales Order. Upon written request with reasonable notice and subject to the compliance by IMO Health, its personnel and any outside auditors with Client's standard requirements

for on-site visitors provided to IMO Health reasonably in advance, Client will permit IMO Health, its personnel or its outside auditors to access any Client locations during normal business hours and audit Client's compliance with this Agreement and any Sales Order. Such audits shall not occur more than once in any twelve (12) month period (unless IMO Health believes, in good faith, that there has been a breach of this Agreement or any Sales Order by Client). IMO Health shall conduct such audit in a manner designed to not disrupt Client's business and operations. Client will cooperate in a timely manner with such audit and provide all assistance as the auditor may reasonably request in connection therewith. Client's failure to comply in all respects with this Section 23 shall be deemed a material breach of this Agreement.

24. Availability of Records. Until four years after the furnishing of services hereunder, IMO Health will make available to the Secretary of the Department of Health and Human Services and the U.S. Comptroller General, or their representatives, its books, documents, and records necessary to verify the nature and extent of the costs of those services, in accordance with Section 952 of the Omnibus Reconciliation Act of 1980.

25. Export Laws. Client acknowledges that the Licensed Solutions are subject to U.S. export control laws and regulations. Client represents and warrants that it is now and shall remain compliant with all export control laws and regulations, and will not export, re-export, otherwise transfer or disclose any Licensed Solution to any person contrary to such laws or regulations. IMO Health and its customers adhere to the Foreign Corrupt Practices Act of 1977 and the UK Anti-Bribery Act of 2010.

26. Entire Agreement; Severability. This Agreement, any Sales Order, Statement of Work, and other terms or legal notices published by IMO Health for the Licensed Solutions, will constitute the entire agreement between Client and IMO Health concerning use of the Licensed Solutions and Services. In no event will any terms and conditions contained or referenced in any purchase order prepared for any Sales Order or Statement of Work or other ordering document amend, supersede, replace or otherwise modify this Agreement or such Sales Order or Statement of Work in any respect. If any provision of this Agreement will be deemed by a court of competent jurisdiction to be unenforceable or illegal, then such unenforceable or illegal provision will be deemed stricken (but only to the extent that, and in the locations where, such prohibition will be applicable). The remaining terms and provisions of this Agreement will remain in full force and effect. If Client submits its own form of purchase order to request products or services from IMO Health, any terms and conditions on the purchase order are of no force or effect and are superseded by this Agreement.

27. Waiver and Modification. No provision of this Agreement may be terminated, modified or waived unless such termination, modification or waiver is set forth in a writing executed by Client and IMO Health. No waiver of any term will be deemed a further or continuing waiver of such term or any other term, and failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

28. Assignment. IMO Health may assign its rights under this Agreement to any Affiliate. Additionally, either party may assign its rights or obligations under this Agreement to any successor to its business by merger, change of control, sale of all or substantially all its assets or consolidation. Any other assignment requires the prior written consent of the non-assigning party of these Terms, which will not be unreasonably withheld or delayed. This Agreement and the license issued hereunder will be binding upon and inure to the benefit of the parties, their respective permitted successors or assigns.

29. Arbitration and Injunctive Relief. Except as set forth below with respect to injunctive relief, any controversy or claim arising out of or relating to this Agreement and any Sales Order or Statement of Work shall be determined by final and binding arbitration under the Federal Arbitration Act ("**FAA**") and under the then-current Commercial Arbitration Rules of the American Arbitration Association, Inc. ("**AAA**"). The site of the arbitration will be in Cook County, Illinois. The arbitrator(s) will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA, and Federal Rules of Evidence. No arbitration proceeding will include class action arbitration. The parties will share equally in the fees and expenses of the arbitrator(s) and the cost of the facilities used for the arbitration hearing, but will otherwise bear their respective fees, expenses, and costs incurred in connection with the arbitration. The award rendered by the arbitrator(s) shall

be final, non-reviewable and non-appealable. Judgment on any arbitration award, including damages, may be entered and enforced in any U.S. court having jurisdiction. Except as may be required by Applicable Laws, neither a party nor the arbitrator(s) may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. Each party acknowledges that any breach of its obligations with respect to the other party's Confidential Information or intellectual property rights will result in an irreparable injury for which money damages will not be an adequate remedy and that the non-breaching party is entitled to injunctive relief in addition to any other relief a court may deem proper.

30. Independent Contractor. In performing their obligations hereunder, the parties are acting as separate and independent entities and neither party is an agent or employee of the other party. Except with respect to Third Party Components, this Agreement will not be interpreted to cause either party to be responsible to any third party for the acts, omissions or products of the other party.

31. Notices. All notices and communications required or permitted under this Agreement will be in writing, addressed to a party as follows (or to such other address or such other person as a party may designate from time to time in accordance with this Section), and any communication or delivery hereunder will be deemed to have been duly made (a) to Client if mailed to either Client's electronic mail address as set forth on a Sales Order or Statement of Work or by registered or certified mail, postage prepaid, sent by nationally recognized overnight delivery to Client's address as set forth on a Sales Order or Statement of Work, and (b) to IMO Health if mailed via electronic mail to: legal@imohealth.com. All notices will be effective upon the earliest of: (i) actual receipt by the party to which notice is given; (ii) the next business day after electronic transmission; (iii) the date of confirmed delivery if sent by nationally recognized overnight delivery; or (iv) the fifth day following mailing by registered or certified mail, postage prepaid.

32. Survival. No termination of this Agreement will in any way affect or impair the powers, obligations, duties, rights, indemnities, liabilities, covenants, warranties, and/or representations of either party with respect to times and/or events occurring prior to such termination, including the obligation to make payments that arose prior to the termination date but will not be paid until after the termination date. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, order of precedence, warranty disclaimers, indemnity and limitations of liability.

33. U.S. Government Users. The Licensed Solutions and Documentation are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at the private expense by Intelligent Medical Objects, Inc., 9600 W Bryn Mawr Suite 100 Rosemont, IL 60018. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.2277015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

34. Headings. The section headings throughout this Agreement are for convenient reference only, and will in no way be deemed to limit, modify, or add to the interpretation, construction or meaning or any provision of this Agreement.

35. Conflicts. The following order of precedence will be followed in resolving any inconsistencies between this Agreement and the terms of any Sales Order, Exhibits, attachments, addenda and other documents to be attached hereto: (i) any addendum between the parties; (ii) Statement of Work; (iii) the Sales Order; (iv) the terms of this Agreement; (v) the terms of the Exhibits and attachments to this Agreement, provided that no order of precedence will be applied among such Exhibits and attachments.

EXHIBIT A

PRODUCT-SPECIFIC TERMS

IMO PRECISION NORMALIZE/IMO PRECISION NORMALIZE NLP

Third-Party Components (if applicable):

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Distributor/Reseller: <https://www.imohealth.com/cpt-reseller/>.

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The Diagnostic and Statistical Manual of Mental Disorders, 5th ed. Text Revision (DSM-5-TR): <https://www.imohealth.com/dsm/>

ICD-O-3 codes, terms and text © World Health Organization, Third Edition: <https://www.imohealth.com/icdo3/>

IMO CORE/IMO CORE cSMART/IMO CORE LIGHTNING/IMO DISCOVERY FOR PROBLEMS

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UB-04 (Epic IMO Core implementation only, not in scope for IMO Core Lightning): <https://www.imohealth.com/wp-content/uploads/2019/08/UB-04-Terms.pdf>

The Diagnostic and Statistical Manual of Mental Disorders, 5th ed. Text Revision (DSM-5-TR): <https://www.imohealth.com/dsm/>

Code on Dental Procedures and Nomenclature (CDT®): <https://www.imohealth.com/cdt-3/>

Systematized Nomenclature of Dentistry (SNODENT): Systematized Nomenclature of Dentistry, © American Dental Association. All rights reserved. Client shall not alter, amend, change or modify the SNODENT code, and Client’s output shall not claim or otherwise imply that such Client content is owned, created, approved or endorsed by ADA.

ICD-O-3 codes, terms and text © World Health Organization, Third Edition: <https://www.imohealth.com/icdo3/>

IMO CORE PERIOP/IMO CORE PROCEDURE

Client acknowledges that Epic Systems Corporation (“**Epic**”) has its own ORP and EXM content (collectively “**Epic Terminology**”). Client agrees that it shall not provide IMO Health with access to or make disclosures to IMO Health of any Epic software or any Epic Terminology or content used by Client except for Authorized Disclosures or other disclosures made with Epic’s prior written consent. “**Authorized Disclosures**” means those certain spreadsheets or text file equivalents containing Epic Terminology, generated through use of the extract utility tool provided to Client by the Epic software for the purpose of generating such spreadsheet or text file equivalent for Client to give to IMO Health. If Client becomes aware that unauthorized access or disclosure has occurred, it shall promptly give written notice to IMO Health within 10 calendar days.

Third-Party Components:

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IMO PRECISION SETS/VALUE SETS EDITOR (If applicable, see Documentation for Third Party Components applicable to specific IMO Precision Sets)

Third-Party Components:

Current Procedure Terminology (CPT®): <https://www.imohealth.com/cpt-end-user/>.

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Healthcare Effectiveness Data and Information Set (HEDIS®): <https://www.imohealth.com/hedis/>.

Health Level Seven (HL7®): <http://www.hl7.org/legal/ippolicy.cfm?ref=nav>

The Diagnostic and Statistical Manual of Mental Disorders, 5th ed. Text Revision (DSM-5-TR): <https://www.imohealth.com/dsm/>

IMO BEHAVIORAL HEALTH

Third-Party Components:

The Diagnostic and Statistical Manual of Mental Disorders, 5th ed. Text Revision (DSM-5-TR): <https://www.imohealth.com/dsm/>

IMO DENTAL BILLING

Third-Party Components:

Code on Dental Procedures and Nomenclature (CDT): <https://www.imohealth.com/cdt-3/>

IMO DENTAL DIAGNOSIS

Third-Party Components:

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IMO 2.0 ETP (MEDITECH)/IMO CORE FOR MEDITECH

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Health Level Seven (HL7®): <http://www.hl7.org/legal/ippolicy.cfm?ref=nav>

IMO REFERENCE DATA SETS ("RDS")

Third-Party Components: (If applicable, see Documentation for Third Party Components applicable to specific instance of RDS)

Current Procedure Terminology (CPT®): Only available to end-users. <https://www.imohealth.com/cpt-end-user/>.

The Diagnostic and Statistical Manual of Mental Disorders, 5th ed. Text Revision (DSM-5-TR): <https://www.imohealth.com/dsm/>

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