EXHIBIT C: General Terms and Conditions Applicable to All Software and Services

1. Software and Services.

a. Customer will receive the Software and Services set forth in the Company's Order Form. All Software and Services are subject to 1) the Order Form, 2) any Statements of Work, 3) the following then current posted terms available online at https://www.cgm.com/usa_en/other/contract-exhibits.html: a) the General Terms and Conditions Applicable to All Software and Services; b) the applicable Schedules for Software, Services, or Addenda (collectively "Schedules"); c) the Business Associate Addendum; and d) the Third Party Agreement, available,(collectively, the "Agreement"), which may change from time to time as posted online. During the Term of this Agreement, Customer may purchase additional Software or Services by executing additional Order Forms or Statements of Work, which are subject to this Agreement, whether reference is made to this Agreement or not.
b. These General Terms and Conditions will apply broadly across all Schedules, Exhibits, Attachments and Statements of Work. In the event of contrary, additional or inconsistent terms and conditions within the Agreement, the following order of precedence will apply: (i) the Business Associate Addendum; (ii) the Statement of Work; (iii) the applicable Schedule(s) including without limitation the respective license agreement contained in the Software License Schedule; (v) these General Terms and Conditions; (vi) Third Party Terms; ; and (vii) the Order Form.

2. Customer Responsibilities.

a. General Responsibilities. During the Term, and subject to the terms and conditions of this Agreement, Customer shall: (i) provide Company with access to Customer's personnel, equipment and facilities during normal business hours as reasonably necessary for Company to provide the Software and Services; (ii) document and promptly report all errors or malfunctions of the Software and Services to Company and take all steps for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Company; (iii) comply with all applicable components of the Agreement, including without limitation the Third Party Agreement; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Software and Services or disclosing information about the Software and Services.

b. Customer Representative. Customer will appoint a qualified employee(s) to serve as a liaison between Customer and Company for all matters related to this Agreement. Such employee(s) must have full authority to enter into agreements and make binding decisions on behalf of Customer. Customer may appoint an Administrative Point of Contact to handle administrative matters related to this Agreement and a Technical Point of Contact to handle technical matters related to this Agreement. Customer agrees that Company may rely on representations made by Customer's Point(s) of Contact. Customer may change its Point(s) of Contact at any time by giving written notice to Company. Company is under no obligation to accept instructions from anyone other than the Point(s) of Contact; however, Company shall not be liable for any loss or damage resulting from Company's reliance on any instruction, notice, document or communication reasonably believed by Company to be genuine and originating from an authorized representative of Customer.

c. Customer Equipment Responsibilities. Customer is solely responsible for timely and properly providing, obtaining, managing, implementing and maintaining any and all information technology (IT) items (services and equipment) that are required for Customer and Users to access and use the Software and Services including, without limitation, hardware, software, and internet connectivity and ensuring that such IT items comply with the requirements set forth in the Documentation. If Customer fails to provide such hardware, software or Internet connectivity, Company's ability to provide the Software and Services may be adversely impacted and Company accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Customer arising from or out of Customer's failure to meet such requirements. Except for the limited and specific IT-related items specifically agreed to and purchased from Company through the Agreement or through subsequent written transactions with Company, Company does not and has not agreed to provide any such IT items or other items or resources. If requested by Customer, Company may be able to offer consulting or IT related resources pursuant to the Professional Services Schedule at then going rates.

3. Customer's Users.

a. Customer Responsibilities. Customer is responsible for all activity of Users and others accessing or using the Software or Services through or on behalf of Customer. Customer is also responsible for (i) identifying and enrolling individuals who Customer determines should be Users; (ii) assigning appropriate roles and access rights to such Users; (iii) monitoring Users' access to and use of the Software and Services; (iv) acting upon any suspected or unauthorized access of information through the Software or Services; (v) ensuring each User's compliance with the Agreement; (vi) deactivating a User account whenever a User's employment, contract or affiliation with Customer is terminated or Customer otherwise desires to suspend or curtail a User's access to and use of the Software and Services; and (vii) immediately notifying Company of any violation of the Third Party Terms, according to the notice provisions of this Agreement. Customer must ensure that each individual Provider is and continues to be duly credentialed, licensed, registered, or authorized to provide health care services under all applicable laws and governmental regulations. Customer agrees to follow best practices to ensure compliance with this provision.

b. Company Suspension and Termination Right. Customer acknowledges that Company may suspend or terminate at its discretion Customer and/or any User's access to the Software, Services or any Company or third party website (i) for noncompliance with this Agreement or the Applicable Posted Terms, including without limitation for non-payment; (ii) if Customer or any User poses a threat to the confidentiality, integrity or availability of electronic health information available through the Software or Services; (iii) upon suspension or termination of the Agreement; or (iv) upon notice of such suspension or termination of such User by Customer; *provided, however,* no such suspension or termination shall limit Customer's right to access Customer Content under any Applicable Law and Customer shall have "Limited Access" meaning that some functionality of the Software is disabled and cannot be used by Customer or its Users such that Customer may only access and extract Customer Content existing at the time of suspension or termination . Customer may suspend or terminate a User's access to the Software or Services at any time.

4. Customer Content. By providing or inputting Customer Content into the Software or Services via any method, Customer represents and warrants to Company that (i) Customer has all necessary rights to distribute or use any such Customer Content via the Software or Services; (ii) Customer is solely responsible for all aspects of such Customer Content; and (iii) such Customer Content does not violate the rights of any third party. Except as expressly stated in the

Agreement, as between Company and Customer, Customer owns such Customer Content and Company has no proprietary, financial, or other interest in Customer Content. Notwithstanding the foregoing, Customer agrees that Company may access, view and use the Customer Content as necessary to respond to Customer's specific support requests or inquiries; for the business operations of Company related to the provision of Software and Services including improvement of the Software and Services; to verify compliance with this Agreement; as may be required by applicable law, court order or governmental authority; and as otherwise permitted by the Agreement. Customer further agrees that Company may extract Customer Content from any existing database and de-identify the Customer Content in accordance with HIPAA to create a de-identified data set. Customer grants to Company a nonexclusive, worldwide, paid-up, royalty-free, perpetual and irrevocable right and license to create derivative works of the de-identified data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the data set and such derivative works in any technology now existing or later developed. Subject to the Customer's sole continuing ownership of the Customer Content, Company shall own all such de-identified data sets, and all products, solutions and services that it creates using the data sets, and all of the intellectual property rights embodied in and related to the data sets and such products, solutions and services. Customer agrees that Company or its designees may have access to Customer's computer hardware and media, by direct or remote access, to verify Customer's compliance with this Agreement and perform the Services.

5. Ownership of Software and Services. Customer understands and agrees that the Software, Documentation and Services are and shall at all times remain the property of Company or its licensors, and Customer shall have no rights or interests therein except for any license granted to Customer in an applicable Schedule. Notwithstanding anything in this Section to the contrary, Customer shall be permitted to disclose information about the Certified Software (as defined in Section 8(d)(1) of these General Terms and Conditions) that may otherwise be prohibited by this Section if such disclosure is made in accordance with Section 8(d). Except as permitted by Section 8(d) of these General Terms and Conditions, Customer shall not, and shall cause its employees, contractors and Users not to: 1) modify, adapt, alter, reverse engineer, decompile, reverse compile, or disassemble the Software, Documentation or Services; 2) create a derivative work or compilation of the Software, Documentation or Services, including without limitation any product or service derived or compiled from or based on, in whole or in part, any Company services or products; 3) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in or on the Software, Documentation or Services; 4) copy, distribute, market, sell, lease, sublicense or otherwise transfer the Software, Documentation or Services, or any component or portion thereof, to third parties; 5) use the Software or Services as a source, intermediary, reply to address or destination address for any denial of service or other abusive activities; 6) overburden, disable, damage, or adversely impact the Software or Services or any network, server, equipment or facilities on which the Software or Services operate; 7) attempt to gain unauthorized access to any Software, Services, other accounts, computer systems or networks connected to any Company server or to any of the Software or Services, through any unauthorized means including, but not limited to, password or credential guessing, hacking, or any other inappropriate method; 8) harvest, collect, gather, assemble, extract or modify any information in the Software that is not Customer Content including, but not limited to, information of other users of Company software or information provided by Company or through Third Party Items, using any tools not provided by Company including, but not limited to, those that enable scraping; 9) use the Software, Documentation or Services in a way that violates the

rights of a third party including, but not limited to, intellectual property rights; or 10) use the Software, Documentation or Services in any way that violates applicable law. In the event that the foregoing restriction is unenforceable in any jurisdiction, Customer agrees to contact Company ninety (90) calendar days prior to reverse engineering the Software or Services and to request from Company the information that it would seek to obtain from such reverse engineering. Except with respect to interfacing software or other technology used by Customer to access, use or exchange its Customer Content, any and all modifications of and software derivative to the Software, Documentation or Services, and any libraries, templates, data or other materials intended to be utilized within the Software or Services must be developed by Company and not by Customer, its employees or contractors. Any modifications, derivatives, interfacing software, templates, data or other materials intended to be utilized with the Software or Services that are developed by Company shall be and shall remain the property of Company, and Customer and its employees shall have no rights or interests therein regardless of whether or not Customer or its employees or agents suggested, contributed to, participated in or paid for such development. Customer agrees to take appropriate action with its employees and agents so that any such ideas or contributions made by them to Company shall be the property of Company.

To the extent that Customer permits the Software, Services, Documentation or any part thereof to be accessed or used by any person or entity other than Customer and Customer Users, Customer shall be solely responsible for such person or entity's activities with respect to the Software, Services and Documentation and shall ensure that such person or entity' is contractually obligated to comply with the applicable provisions of the Agreement. Customer is solely responsible for any interfacing software or other technology, other than the Software and Services, used by Customer to access, use or exchange its Customer Content.

6. Fees.

a. Fees. In consideration for the Software and Services provided by and Licenses granted by Company to Customer under the Agreement, Customer shall pay Company all fees, charges and expenses specified in the Order Form and applicable Schedule and any other costs or charges agreed to by the parties in writing ("Fees"). Unless otherwise set forth in an applicable Schedule, Customer will pay all undisputed Fees within ten (10) days after the invoice date using Company's online payment system or any other payment method as provided by Company. Any Fees not disputed in writing within ten (10) days of the invoice date shall be deemed "undisputed" for all purposes of the Agreement. If such undisputed Fees are not paid in full when due, Customer agrees to pay a late fee of 1.5% per month and reimburse Company for all collection costs, attorney's fees or other expenses reasonably incurred by Company in collecting amounts due under this Agreement.

b. Major Change. Customer acknowledges and agrees that Company will be making changes to the Software and Services throughout the Term of the Agreement. Customer agrees that if governmental law, regulation or other external factor beyond the control of Company requires a significant change to the underlying structure of the Software or Services or a significant part thereof, then Company may negotiate a new agreement and fee structure for the Software or Services to cover reasonable costs and expenses associated with conforming to such change.

c. Audit. Upon reasonable advance notice and no more than twice per calendar year, Company may conduct an audit of Customer's books and records to ensure that Customer is in compliance with this Agreement. Such audit will be conducted during regular business hours,

and Customer will provide Company with reasonable access to all relevant equipment, software, books and records. Notwithstanding the foregoing, Company shall have the right to audit the Variables at any time through whatever means are available to Company. If an audit reveals that Customer's use of any Software or Services during the period being audited failed to comply with this Agreement, Company may avail itself of all available remedies. If an audit reveals that Customer failed to notify Company of a change in the Variables in accordance with Section 6(b) and such failure resulted in Customer's use of the Software or Services beyond the licensed usage, then Company may invoice Customer for any and all such previous excess use based on Company's prevailing rate(s) in effect at the time the audit is completed, and Customer will pay any such invoice. If such excess use exceeds five percent (5%) of the licensed use, then Customer will also pay Company's reasonable costs of conducting the audit.

d. Expense Reimbursement. Customer agrees to reimburse Company for all travel and related expenses incurred by Company in connection with this Agreement.

e. Sales Use and Other Taxes. In addition to the Fees, Customer shall also pay Company any federal, state or local taxes, duties, excises or other similar amounts, however designated, that Company may be required by law to collect or pay upon the sale, use, licensing or delivery of services or any other matter related to this Agreement. In the event Customer claims that no such taxes are due, it shall provide Company, at Company's request, with copies of such documentation as may be required by the taxing authorities.

f. Annual Fees. On the annual anniversary of the Effective Date, Company may, upon written notice to Customer, increase the Fees at a rate up to the change in the All Items Consumer Price Index for All Urban Consumers; United States City Average ("CPI") plus three percent (3%).

h. Statement Costs and Incremental Charges. Customer shall pay Company for: (1) patient statement costs for the first page, each additional page, and e-statements at Company's then current market rate, as rates are subject to change; (2) any applicable expense reimbursements or travel costs; and (3) Incremental Charges. Incremental Charges include then current rates for postage, plus handling, on all patient statement mailings, recalls, and paper insurance claims. Prices reflect market costs at the time of this contract; prices may change based on supplier changes.

i. Electronic Data Interchange ("EDI") Costs. Company, at its sole discretion and without notice to Customer, may elect to bill Customer, in which case Customer shall pay, for all charges incurred by Company for eligibility requests, remittance requests, and submitted claims in excess of any previously imposed limits by Company ("EDI Limit"). For practices with multiple providers, the transaction counts can be pooled between providers so long as they are same type. Additionally, any increase in fees outside of Company's control including, but not limited to, government-imposed fees, fees related to changes in laws or regulations, or fees from EDI provider, may be passed-through to Customer, without notice and at Company's sole discretion, and are not subject to negotiation.

j. Reimbursement for Legal Process. If during or after the Term of the Agreement, Company is legally compelled, as a result of the Software or Services provided by Customer, to either give testimony or produce documents or both in any court, investigative or regulatory proceeding or other legal process, other than in any such proceeding where Company is a party, Customer will reimburse Company for all costs and expenses associated with such activity, including the fees and expenses of Company's counsel and personnel. Unless prohibited from doing so, Company will promptly notify Customer of any such demand for testimony or the production of

documents. Company is not obligated to seek to quash or otherwise limit the scope of such a demand but will cooperate with Customer, to the extent reasonably possible, at Customer's cost and expense, in such a motion.

7. Term, Suspension and Termination.

a. Term. The initial term of this Agreement and each Software and Service purchased hereunder is set forth in the Order Form. At the conclusion of the initial term, this Agreement shall automatically renew for successive one-year terms unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the 31st of December of the then current term.

b. Suspension. Company reserves the right to investigate suspected violations of the Agreement. Company may suspend Services and, when applicable, Customer's ability to fully utilize Software, without credit, at any time, if (a) Customer's use of the Software or Services breaches the Agreement or poses a threat to the confidentiality, integrity or availability of electronic health information available through the Software or Services; or (b) payment of any undisputed Fees is more than thirty (30) days overdue. Company's right to suspend the Services and Customer's Full Access to the Software is in addition to any other rights and remedies (including termination rights), Company may have. Any suspension imposed in accordance with this Section will not suspend the accrual of Fees nor relieve Customer of its obligation to pay Fees due. During any period of suspension, Company may provide Customer with Limited Access to the Software and Services unless doing so poses a threat to the security of Company's Software, Services or network. Company shall have no liability for any losses, expenses, costs or liabilities incurred by Customer during or as a result of any suspension pursuant to this Section.

c. Termination for Breach. Company may terminate this Agreement, Statement of Work, or a Schedule if (i) Customer materially breaches this Agreement, Statement of Work or a Schedule and fails to cure such breach within thirty (30) days following receipt of notice of same from Company or fifteen (15) days for any breach involving failure to pay any fees when due; or (ii) Customer voluntarily or involuntarily files a petition in bankruptcy which is not dismissed within sixty (60) days or makes a general assignment for the benefit of its creditors. Customer may terminate this Agreement, Statement of Work or a Schedule if Company materially breaches this Agreement, Statement of Work or a Schedule and fails to cure such breach within sixty (60) days following receipt of notice of same from Customer, or with respect to a breach which may not reasonably be cured within a 60-day period, Company commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice of the breach from Customer.

d. Early Termination Fee. In the event that Customer terminates any Services, Software, Schedules, Exhibits, Attachments and Statements of Work prior to the end of the initial term or any renewal term, Customer agrees to pay an early termination fee. For RCM Services the early termination fee is equal to the number of months remaining in the then current term for the Software or Services times the greater of (i) the RCM Minimum Fee or (ii) the average monthly RCM Fee for the twelve (12) month period preceding termination or, if the Customer used the RCM Service for fewer than twelve (12) months, the average monthly RCM Fee for the number of months in which RCM Services were provided (the "RCM Termination Fee"). For all other Software or Services, the Early Termination Fee is equal to remaining value under the Agreement, Schedules, Exhibits, Attachments, add-on orders, and Statements of Work ("Early Termination

Fee"). Customer agrees to pay the RCM Termination Fee or the Early Termination Fee on or before the effective date of termination. Customer agrees that Company's losses in the event of early termination will be difficult to ascertain, that the fees under the Agreement were based upon Customer completing the full term of the Agreement, and therefore the RCM Early Termination Fee and Early Termination Fee are compensation to Company for loss of the contractual bargain between Customer and Company, and the RCM Early Termination Fee and Early Termination Fee are merely intended to establish a reasonable approximation of Company's losses and is not a penalty imposed on Customer. This Section shall survive termination of the Agreement. Notwithstanding anything to the contrary, nothing in the Agreement shall be construed to prohibit Customer's ability to access Customer Content in a manner as required under applicable law, even if Customer fails to pay any Early Termination Fee.

e. Effect of Termination. Upon termination or expiration of the Agreement, Customer shall remain responsible for paying any and all fees due for the Software and Services provided up to the date of termination and shall pay such outstanding Fees immediately upon receipt of an invoice therefore. Prior to the effective date of termination or expiration of the Agreement, Customer shall be responsible for securing a copy of all Customer Content maintained in the Software. If Customer requires assistance obtaining a data extract of Customer Content, Customer may obtain such data extract in accordance with Section 8(e) below. Obtaining any such Customer Content may be subject to a reasonable cost-based fee as further described in Section 8(e) below. If Customer requires Company to provide professional services with respect to Customer's transition of Customer Content to a new system, Company will provide such services on a time and materials basis pursuant to the Professional Services Schedule, as agreed upon in advance in writing by the parties.

8. Confidential Information.

a. Confidentiality. The parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. Company and Customer will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. Notwithstanding the foregoing, Customer shall be permitted to disclose Company's information that may otherwise be considered Confidential Information if such disclosure is made in accordance with Section 8(d) of these General Terms and Conditions. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will, to the extent not prohibited by law, rule or order, first give written notice of such requirement to the Disclosing Party, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense.

b. HIPAA Compliance. The parties agree to comply with the Business Associate Addendum, available online at https://www.cgm.com/usa_en/other/contract-exhibits.html and incorporated by reference, documenting the assurances and other requirements respecting the

use and disclosure of Protected Health Information. Notwithstanding the foregoing, as the covered entity, it is Customer's responsibility to protect the privacy and security of its individually identified health information created by, maintained in or transmitted through the Software or Services. It is also Customer's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. Notwithstanding the foregoing, Customer understands that the internet and any use of the internet is not a completely secure, completely private, or completely reliable system. Company will take those precautions Company deems reasonable and appropriate in its sole discretion to secure the Software and Services, but Company makes no warranty that the Software and Services will be uninterrupted, error-free, or completely secure against loss of data, misuse or attack of any form by end users or other individuals or entities. Customer is required to only use internet (online) connections and internet services that are each provided from within the United States and that are: (1) properly secured and protected from unauthorized and illegal use, and (2) in compliance with the applicable laws and regulations of the United States.

c. GDPR Disclaimer. COMPANY DOES NOT CONDUCT BUSINESS, OFFER ITS SERVICES, OR AVAIL ITSELF IN ANY WAY TO SELL ANY SOFTWARE OR SERVICES, IN THE EUROPEAN ECONOMIC AREA ("EU"), AND COMPANY IS NOT SUBJECT TO THE EU'S GENERAL DATA PROTECTION REGULATION ("GDPR"). Customer agrees to not provide any third party located in the EU with use of or access to any Software or Services made available to Customer under this Agreement. Customer agrees to indemnify, defend and hold harmless Company from and against any claims and all losses, costs, liabilities, damages, expenses, demands, suits, actions, proceedings, or judgments (each a "Claim") made or brought against Company arising from any Claim that Company violated the GDPR as a result of Customer's Authorized Portal Users' access or use of any Software or Services.

d. Protected Communications.

1. Except for the restrictions set forth in Section 8(d)(2) below, nothing in the Agreement shall be construed to prohibit, restrict or otherwise limit Customer's or its User's ability to make a communication about the Software applications that are certified by the Office of the National Coordinator's Health IT Certification Program ("Certified Software") if such communication pertains to one or more of the following subject matters ("Protected Communication"):

    i. The usability of the Certified Software;
    ii. The interoperability of the Certified Software;
    iii. The security of the Certified Software;
    iv. Relevant information regarding a Users' experiences when using the Certified Software or the manner in which a User has used the Certified Software; and
    v. Company's business practices related to the exchange electronic health information by, through or using the Certified Software.

2. Unless a Protected Communication is for an Unqualified Purpose (as defined in Section 8(d)(3) below), when making a Protected Communication, Customer and its Users shall refrain from:

i. Disclosing any information that is not readily apparent to someone interacting with the Certified Software as a user of the Certified Software;
ii. Disclosing any information that constitutes a trade secret or infringes Company's or another person's intellectual property rights provided, however, Customer or its Users shall not be deemed to infringe Company's or another person's intellectual property rights if Customer's or it's User's communication constitutes "fair use" of such intellectual property;
iii. Disclosing screenshots of the Certified Software except for the relevant number of screenshots that are related to, and necessary in illustrating, a Protected Communication purpose;
iv. Disclosing video of the Certified Software except for the relevant amount of video that is related to, and necessary in illustrating, (i) a Protected Communication purpose; and (ii) temporal matters that reasonably cannot be communicated through screenshots or other forms of communications;
v. Altering screenshots or videos disclosed pursuant to (iii) and (iv) except for any annotations or resizing;
vi. Disclosing information about pre-market software features, capabilities, upgrades or other developments that Customer or a User knows only because of Customer's or User's participation in development and testing activities carried out for the benefit of Company or for the joint benefit of Company and Customer. The restriction in this Subsection (vi) shall not apply if and when the pre-market software features, capabilities, upgrades or other developments are released as part of the Certified Software or marketed for purposes other than product development and testing, provided such information shall remain subject to all other provisions in this Section.

3. Nothing in the Agreement shall be construed to prohibit, restrict or otherwise limit Customer's ability to make a Protected Communication about the Certified Software if the Protected Communication is made for any of the following purposes (an "Unqualified Purpose"):

i. Disclosures required by law;
ii. Communicating information about adverse events, hazards and other unsafe conditions to government agencies, health care accreditation organizations and patient safety organizations;
iii. Communicating information about cybersecurity threats and incidents to government agencies;
iv. Communicating information about information blocking and other unlawful practices to a government agency; or
v. Communicating information about health IT developer's failure to comply with 45 C.F.R Part 170 to the Office of the National Coordinator or an ONC-Authorized Certification Bodies.

e. Customer's Right to Data Extracts. At any time during the Term, Customer may itself obtain a copy of Customer Content (limited to that Customer Content that is Electronic Health Information as defined by 45 CFR 171.103(b)) at no additional cost using the functionality available to Customer in the Software. Notwithstanding the foregoing, if Customer requests Company produce a copy of such Customer Content that is maintained by Company in connection with the Hosting Service, Company shall provide Customer with a copy of such

Customer Content using (i) the Certified Software, (ii) content and transport standards specified by Customer and published by the Federal Government or a standards developing organization accredited by ANSI; or (iii) alternative machine-readable format, including the means to interpret the Customer Content ((i)-(iii) each referred to as a "Data Extract Format"). Any request for Company to provide Customer such Customer Content in a Data Extract Format will be subject to varied lead times depending on the selected Data Extract Format, the amount of data related to the data extract and the available resources to process such requests at the time the request is made. Customer agrees that if Company produces a copy of such Customer Content upon Customer's request, Customer shall pay a reasonable cost-based fee to Company as further set forth in the Company's Data Extraction Fee Schedule that is agreed to by the parties and as indicated on the applicable Order Form. If Company did not have a Data Extraction Fee Schedule in effect as of the Effective Date, then the Customer agrees to pay to Company an amount agreed upon by the parties at the time of the request, which amount shall be a reasonable, cost-based fee.

9. Disclaimers and Limitation of Liability.

a. Each party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Customer acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Software and Services provided by Company and that, were Company to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN OR IN THE APPLICABLE SERVICE SCHEDULE, THE SOFTWARE, DOCUMENTATION AND SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; CUSTOMER AGREES THAT USE OF THE SOFTWARE, DOCUMENTATION AND SERVICES IS AT CUSTOMER'S SOLE RISK; AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE.

c. IN NO EVENT SHALL COMPANY OR ANY PROVIDER OF THIRD PARTY ITEMS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR COST OF COVER, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF COMPANY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. Notwithstanding anything in this Agreement to the contrary, unless further limited in the applicable Service Schedule, in no event shall Company's or its licensors' total liability arising from or relating to this Agreement exceed an amount equal to fees paid by Customer to Company for the Software, Documentation or Service giving rise to the claim in the three (3) months prior to the assertion of a claim, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if Company has been apprised of the possibility or likelihood of such damages occurring.

d. ANY ACTION RELATING TO THIS AGREEMENT, OTHER THAN COLLECTION OF OUTSTANDING PAYMENTS, MUST BE COMMENCED WITHIN TWO YEARS AFTER THE DATE UPON WHICH THE CAUSE OF ACTION ACCRUED OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
e. CUSTOMER AGREES THAT ANY CLAIM CUSTOMER MAY HAVE AGAINST COMPANY, INCLUDING COMPANY'S PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND CUSTOMER SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST COMPANY.

10. Indemnification.

a. Company Indemnity. Company will defend, indemnify, and hold Customer harmless from and against third party claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of a claim filed in a court of competent jurisdiction alleging that the Software (except for Third Party Items), Documentation or Services infringe a third party's intellectual property rights including, without limitation, patent, trademark, trade secret or copyright ("Infringement Action"), provided that (a) Customer notifies Company in writing of such Infringement Action within ten (10) days of receiving notice of same, (b) Company has sole control of the defense of such Infringement Action and all related settlement negotiations, and (c) Customer provides all reasonable assistance, information, authority and cooperation reasonably requested by Company. Company's indemnification obligation will not apply to the extent that the Infringement Action is based upon: (i) the use of any item of the Software, Documentation or Services in combination with any product, service or activity (or any part thereof) not furnished, performed, recommended in writing, or approved in writing by Company; (ii) the use of the Software, Documentation or Services in violation of this Agreement; (iii) the use of the Software not updated to the latest version offered by Company, where the latest version incorporates modifications that, in Company's opinion, avoid the infringement claim; or (iv) third party content supplied or transmitted by Customer or Users. If there is an Infringement Action relating to Customer's use of the Software, Documentation or Services, or if, in Company's opinion, any of the Software, Documentation or Services are likely to become the subject of an Infringement Action, Company may, at its discretion, (i) procure the right for Customer to use the Software, Documentation or Services that are the subject of the Infringement Action, (ii) replace or modify the Software, Documentation or Services so that they become non-infringing, or (iii) terminate the Agreement. THE INDEMNIFICATION PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE ENTIRE LIABILITY OF COMPANY AND ALL PROVIDERS OF THIRD PARTY ITEMS WITH RESPECT TO AN INFRINGEMENT ACTION.

b. Customer Indemnity. Customer assumes the risk of liability for, and agrees, at its sole expense, to defend, indemnify and hold Company, its affiliates, licensors, officers, directors, employees and agents harmless from and against any and all liabilities, losses, damages, claims and expenses (including legal expenses of any kind and nature) arising out of or relating to directly or indirectly: (a) Customer's or Customer Users' negligent use or intentional misuse of the Software or Services, (b) claims of any kind, whether alleged under any contract or agreement, in tort, as strict liability, or under any other theory, made by any third party against Company related to or arising from Customer's or its Users' use of the Software, Documentation or Services, or (c) arising out of or resulting from any failure of, or any allegation of failure of, Customer or any Customer User to comply with the Agreement.

11. **Information Management Tool**. The Software, Documentation 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. The Software, Documentation and Services are information management tools only, many of which contemplate and require the involvement of professional medical personnel and professional billers and coders. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel or professional biller or coder, as applicable. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient. Users shall use their best clinical/professional judgment when acting upon information provided through the Software, Documentation or Services. Customer is solely responsible for ensuring that all records of medical care created or maintained in, or transacted through, the Software are accurate and complete, and that all billing information delivered by Customer and each User to any insurance companies, governmental agency, or other payer is accurate and complete. Customer is responsible for (i) ensuring that its Users follow proper procedures required by law including, without limitation, HIPAA, and by good professional medical and data handling practice with regard to the form of patient records, the creation and storage of backup copies of computerized patient records, consents to treat or disclose, and use and release of data; and (ii) implementing and maintaining adequate procedures and checkpoints to satisfy its particular requirements for accuracy of data input and output. Neither Company nor its subcontractors or licensors shall have any responsibility as a result of this Agreement for decisions made or actions taken or not taken in entering or not entering information through the Software, rendering medical care or for information provided to insurance companies, governmental agencies, or other payers.

12. **Questions Related to Customer Account Ownership.** The entity or person creating the account and designated as the Customer shall be the legal owner of all Customer's rights related to this Agreement. For security reasons, the account owner or Administrative Point of Contact shall be the only individual authorized to make changes, cancellations, specific requests for an export or copy of Customer Content, or designate a new Point of Contact (as further provided in Section 15(g) (Notices)). If a dispute arises between or among multiple persons claiming ownership of or rights to the Customer Content or of the Customer to the Software or Services provided under this Agreement or otherwise related to this Agreement, Company is not obligated to and will not resolve any such disputes. Company will only act when, in Company's sole judgment, Company has been provided evidence as to the ownership of or rights in such matters. Company shall have no liability related to actions taken or not taken in reliance on such evidence.

13. Third Party Items.

a. Third-Party Items contained in the Third Party Agreement will be provided under the applicable terms of the third party supplier, which are incorporated herein and available online at https://www.cgm.com/usa_en/other/contract-exhibits.html (the "Third Party Terms"). Company may revise the Third-Party Terms at any time by posting a new version. Customer acknowledges and agrees that access to certain Third Party Items may be terminated at any time, by the owner and or developer or by Company at the direction of the owner or developer, of such Third Party Items, with or without notice and Company shall not be responsible or liable for any termination thereof. Company makes no warranties of any kind with

respect to, and will not be responsible for, Third Party Items, hardware or other software proprietary to any third party or any act or omission related thereto.

b. The Software may include the Current Procedural Terminology (CPT) code set, maintained by the American Medical Association through the CPT Editorial Panel, describing medical, surgical, and diagnostic services and designed to communicate uniform information about medical services and procedures among physicians, coders, patients, accreditation organizations, and payers for administrative, financial, and analytical purposes (the "CPT"). Customer may only use the CPT code set consistent with the terms and conditions set forth in the Third-Party Agreement.

c. Although Company may recommend third party vendors (including individuals) who may be able to assist Customer with the various options available to set up and use the Company Software and Services, the agreement for any such third party items (for example, providers of internet/online access and communication services) and/or hardware will be exclusively between the Customer and such third party and Company will not have any responsibility or obligation under such agreement if any is entered into by Customer. Company MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM AND PROVIDED DIRECTLY BY COMPANY, INCLUDING THE COMPATIBILITY OF SUCH PRODUCTS AND SERVICES WITH COMPANY SOFTWARE AND SERVICES.

d. Any links or references in the Software or Services to third party sites or third party information are provided for Customer's convenience and the inclusion or reference by Company to any such third party items does not imply any endorsement of such item by Company. SUCH LINKED OR ACCESSED THIRD PARTY ITEMS ARE NOT UNDER THE CONTROL OF COMPANY AND COMPANY IS NOT RESPONSIBLE FOR THE CONTENTS OR SERVICES OR RESOURCES THAT MAY BE PROVIDED THROUGH OR BY ANY SUCH THIRD PARTY OR ANY CHANGES TO SUCH THIRD PARTY ITEMS.

14. Definitions.

a. "Company" means CompuGroup Medical Inc., or any of its U.S. corporate affiliates as identified on the Order Form.

b. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the legal and financial terms in the Agreement, Statement of Work, Applicable Posted Terms and Company Documentation) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

c. "Customer Content" means the clinical, financial, administrative and demographic patient information that Customer or its Users create, access, use, view, post, publish, share, store or manage using the Software or Services.

d. "Documentation" shall mean printed or electronic information relating to the Software and Services and generally made available to Company's customers, which may be revised from time to time by Company posting information regarding an updated version of the Documentation on Company's website or such other location or in such other manner as may be designated by Company from time to time.

e. "Go-Live Date" shall mean any and all Company and Third Party Items including, but not limited to, all Software, Services, and subscriptions included in the Agreement, will begin NO LATER than (ninety) 90 calendar days after the effective date of the Order Form. The Go-Live Date will occur as stated herein, regardless of Customer's ability or inability to use or access the Services or Software or subscriptions described herein and irrespective of any actions by Company.

e. "Provider" shall mean any person who is licensed to render health care services, has his or her own National Provider Identification number and is employed by or under contract with Customer to render such services including, but not limited to, physicians, nurse practitioners, and physician assistants.

f. "Services" means the services provided by Company to Customer pursuant to the Agreement.

g. "Software" means the Company software (including any applicable Third-Party Items) identified in the Order Form and provided to Customer pursuant to the Agreement.

h. "Third-Party Items" means Third Party Software and Third-Party Services subject to the Third-Party Agreement.

i. "Third-Party Software" shall mean software, including without limitation application software, routines, tools, compilers, data or databases, or enhancements to functionality of the Software that may be delivered as part of the Software, which is proprietary to third parties.

j. "Third-Party Services" shall mean services that may be delivered as part of the Services, which are provided by third parties.

k. "User" shall mean (i) an employee of Customer or (ii) an individual who is under Customer's supervision and control, who Customer has provided with access to the Software or Services.

15. Miscellaneous.

a. Non-Solicitation. Neither party shall, without the prior written consent of the other party, offer employment to, offer fees to or discuss employment or contract opportunities with any of such other party's employees during the term and until one year after this Agreement is terminated, provided, the foregoing does not prohibit a general non-targeted solicitation of employment in the ordinary course of business or the hiring of an individual six months or longer after termination of employment of the employee by the other party. Should a party violate this provision, the hiring party will pay the other party one-hundred percent (100%) of the former employee's annual compensation. Such payment shall be the other party's sole remedy with respect to the hiring party; however, such payment does not restrict the other party's rights or remedies as they relate to such former employee.

b. Use of Customer's Name. Company may use the name and logo of Customer, with reference to the existence of this Agreement, without consent, in its list of customers which it may use for publicity and marketing purposes.

c. Substantial Performance and Disputed Obligations. Company's substantial performance of its obligations under this Agreement shall be deemed full performance. Substantial performance shall mean that all material obligations and duties are complied with promptly even though some nominal or immaterial deviations from the required obligations or duties may exist.

d. Discount Reporting. An Order Form may contain a discount that Customer is required to report in its cost reports or another appropriate manner under applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(h). Customer will be responsible for reporting, disclosing and maintaining appropriate records with respect to the discount and making those records available under Medicare, Medicaid or other applicable government health care programs.

e. Export. Customer agrees that it will not export or re-export, directly or indirectly, any of the Software to any country for which the United States of America, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval and without obtaining the prior written approval of Company.

f. Amendment. Company may amend this Agreement by providing Customer with thirty (30) days prior written notice of any amendment. If Customer does not provide notice of an objection in writing during such notice period, Customer shall be deemed to accept such amendment. If Customer objects during such notice period, the parties shall negotiate the requested amendment in good faith. If the parties cannot agree upon an amendment within thirty (30) days of being notified by Customer of its objection to the amendment set forth by Company, Company may at its sole discretion terminate this Agreement.

g. Notices. All notices will be in writing and personally delivered, sent by certified mail, return receipt requested, overnight air courier or electronic mail to the addresses noted in the Order Form. Notices to Company shall include a courtesy copy of the notice by email to legal.us@cgm.com. Customer shall notify Company via email to orderprocessing.us@cgm.com with any updates or changes to the Customer's Point(s) of Contact, primary email address, mailing address or phone number preferably at least thirty (30) days prior to the change, or as soon as possible prior to or after such change. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, one business day after delivery to an overnight air courier service or when sent by electronic mail if sent during normal business hours of the recipient with confirmation of transmission or the next business day if sent after normal business hours with confirmation of transmission.

h. Severability. If any provision of this Agreement is invalid or is unenforceable, the parties intend that the remainder of the Agreement will be unaffected.

i. Relationship of the parties. The parties are independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties. Neither party is authorized to bind the other party to any agreement or other obligation without the written consent of the other party and nothing contained in this Agreement will be construed to make Company responsible for complying with any disclosure or other requirement of Customer's business outside of what is legally required by applicable law, these terms, and under any business associate agreement between Customer and Company.

j. Waiver. No waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of either party in the exercise of any right or remedy shall operate as a waiver thereof.

k. Assignment. Customer may not assign this Agreement or any of its rights hereunder without the prior written consent of Company as documented in an assignment and assumption agreement, and any purported assignment without the requisite consent shall be void and without force or effect. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the relevant assets of Customer or merger or consolidation of Customer, the acquirer/surviving entity of Customer shall be required to assume the rights and obligations of Customer under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees.

l. Governing Law and Venue. This Agreement, and any dispute that may occur under or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles, and of the United States of America to the extent such federal laws may pre-empt any applicable Arizona law. Any dispute not subject to arbitration may only be initiated and maintained in the appropriate state or federal court in Maricopa County, Arizona. Prior to the commencement of any formal proceedings against a party, the parties shall first attempt in good faith to reach a negotiated resolution. If the dispute is not resolved through negotiations between the parties within ninety (90) days of the initial notice of the dispute, or within a time frame mutually agreed upon by the parties, Company may submit the dispute to binding arbitration as follows in Section 15(m) below.

m. Arbitration. Except for disputes related to Customer's non-payment of Fees, any dispute not resolved through good faith negotiation shall be submitted to binding arbitration by Company notifying the Customer in writing of the submission of such dispute to arbitration (the "Arbitration Notice"). Company shall specify therein, to the fullest extent then possible, its version of the facts surrounding the dispute and the amount of any damages and/or the nature of any injunctive or other relief claimed. Customer shall respond within sixty (60) days after receipt thereof in writing (the "Arbitration Response"), stating its version of the facts to the fullest extent then possible and, if applicable, its position as to damages or other relief sought by the Company. The parties shall then endeavor, in good faith, to resolve the dispute outlined in the Arbitration Notice and Arbitration Response. In the event the parties are unable to resolve such Dispute within sixty (60) days after receipt of the Arbitration Response, the parties shall submit the dispute to binding arbitration in accordance with the American Health Lawyers Association arbitration program (the "Service"). If the parties are unable to agree on an arbitrator from a list provided by the Service within sixty (60) days after receipt of the Arbitration Response, each of the parties shall, within sixty (60) days after receipt of the Arbitration Response, choose an arbitrator selector ("Selector"). The two (2) Selectors shall then have thirty (30) days to select an arbitrator from the Service's list who shall serve as the final arbitrator for the dispute. (The arbitrator chosen by the parties hereto or by the Selectors, as the case may be, shall hereinafter be referred to as the "Arbitrator"). The Arbitrator shall not be an Affiliate of any of the parties hereto. Each party shall pay for its own fees associated with the arbitration provided, however, the Arbitrator shall have the ability to award legal fees to the prevailing party. The arbitration shall be held in Maricopa County, Arizona and shall proceed in accordance with procedures set forth by the Service in all other manners. The arbitration proceedings and outcome are strictly confidential and the parties shall sign a Confidentiality Agreement drafted by Company prior to any arbitration proceedings. The award of the Arbitrator shall be binding on the parties and may be entered as a final judgment in a court of competent jurisdiction. To discourage any dispute over the

confirmation of the resulting arbitration award, the parties agree that the court hearing any challenge to the award may award fees incurred in post-arbitration proceedings to the party who prevailed in the arbitration if and when the award is confirmed.

n. Force Majeure. With the exception of Customer's payment obligation, a party will not be in breach or liable for any delay of its performance of this Agreement caused by a Force Majeure Event. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, a public health emergency, endemic, pandemic or epidemic (including, but not limited to, COVID-19), wars, riots, civil disorders, rebellions or revolutions, international, federal, state, or local government actions that have significantly impacted the free flow of people, goods, and services (e.g., actions under the Defense Production Act of 1950, forced quarantines, shelters-in-place, and stay-at-home orders), acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse Customer from its obligations under this Agreement. Further, death, illness, disability, or retirement of a Customer or User is not a Force Majeure event. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement, except Customer's payment obligation, arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations, except Customer's payment obligation, directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Customer's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Customer will promptly notify Company of any delay caused by a Force Majeure Event – to be confirmed in a written notice to Company within five (5) calendar days of the inception of the delay – that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Customer's performance longer than ten (10) calendar days, Company may, upon notice to Customer immediately terminate this Agreement. Company will not increase its charges under this Agreement or charge the Customer any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

o. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity (other than the Parties to this Agreement and their respective successors and permitted assigns) will have any right to enforce any term of this Agreement.

p. Merger. These General Terms and Conditions, together with the Order Form and any applicable Schedules, Exhibits, Attachments and Statements of Work constitute the entire contract between the Parties with respect to the subject matter thereto and supersede all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements.

q. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

r. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 4 (Customer Content), 5

(Ownership of Software and Services), 6 (Fees), 7(d) (Early Termination), 8 (Confidential Information), 9 (Disclaimers and Limitation of Liability), 10 (Indemnification), 12 (Questions Related to Customer Account Ownership), and 15 (Miscellaneous).

s. Security Interest in Hardware; Transfer of Title and Risk of Loss. To the extent an Order Form identifies any specific hardware that is included as part of the order ("Hardware"), Customer hereby grant to Company a first priority purchase money security interest in all Hardware that Company sells to Customer until Customer has paid in full all amounts due and owing to Company for such Hardware. Except for Company's security interest (if applicable) in such Hardware, title and all risk of loss related to such Hardware passes to Customer upon the delivery of the Hardware to Customer's shipping address provided to Company and associated with an applicable Order Form.

t. Sunsetting Policy. As Company focuses on supporting rapidly-changing technologies, and on innovating to provide all customers with the most stable and useful set of software and services possible, Software and Services may go through major updates or be replaced with newer Software or Services. As new versions of Software or Services are introduced, Company actively plans for sunset of older software versions as well as specific services and product lines. Company's sunset policy is designed to help customers better manage the transition when a software or service reaches the end of its life and to outline the role that Company can play in helping to migrate customers to alternative available technologies. Pursuant to Company's sunset policy, Company reserves the right to discontinue any applicable Software or Service at any time, upon a minimum of six (6) months' notice to Customer. No defects will be corrected after a Software or Service has been sunsetted and no new features or enhancements will be added. If Company sunsets a particular Software or Service used by Customer, (i) if the Customer is hosted by Company, Company reserves the right to migrate Customer to an alternative available technology; and (ii) if the Customer is not hosted by Company, Customer shall use commercially reasonable efforts to migrate an alternative available technology no later than three (3) months after sunsetting. After sunsetting, neither party will have any further obligation to the other party with respect to the applicable sunsetted Software or Service. Nothing contained in this Section relieves Customer of its obligation to pay for maintenance or other charges or fees applicable to the sunsetted Software or Service accrued but unpaid prior to sunsetting. All pre-paid fees or charges for a sunsetted Software or Service will be credited to Customer's account.

u. Interpretation. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.