

MASTER SERVICES AGREEMENT FOR MONITORING

THIS MASTER SERVICES AGREEMENT FOR MONITORING (this “Agreement”) is entered into as of the Effective Date of the applicable Geneva Order Form executed by Customer and Company and is incorporated by reference into such Order Form. Company and Customer are referred to herein each individually as a “Party” and collectively as the “Parties.”

WHEREAS, Company operates the Platform (defined below) to collect, manage, and analyze information received from Devices (defined below) and to provide access to such information to health care providers, as further described in Exhibit “A”;

WHEREAS, Company performs Integrations (defined below) to receive and transmit certain Patient Information (defined below) in combination with data available on the Platform received from Data Sources (defined below) between the Company’s Platform and the Customer’s Electronic Medical Record (defined below), as further described in Exhibit “B”;

WHEREAS, Company is offering Remote Monitoring Services (defined below) of Devices defined below, as further described in Exhibit “C”; and

WHEREAS, to facilitate the treatment of patients, Customer desires to obtain the Services (defined below), which is composed of access to the Platform, Integration Services (defined below) and Remote Monitoring and Patient Engagement Services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “Access Privileges” shall mean the rights and abilities assigned to a specific Authorized User account (e.g., read-only access, write access, certain patient access, etc.)
- 1.2. “Admin User” shall mean the single user with administrative privileges used by Customer to manage its use of the Platform. The Admin User is an Authorized User and all terms applicable to an Authorized User also apply to the Admin User.
- 1.3. “Affiliate” shall mean any entity, which directly or indirectly controls, is controlled by, or is under common control with a Party. The term “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of at least fifty percent (50%) of the outstanding voting stock securities or by contract.
- 1.4. “Authorized User” shall mean each individual user of the Platform who is permitted to access the Platform by Customer.
- 1.5. “Customer Data” shall mean all electronic information stored on the Platform on behalf of Customer including, without limitation, Patient Information obtained through an Integration. Customer Data does not include any data generated or derived from Customer Data by the

Company; whether generated by Customer's or Authorized Users' use of the Platform, generated from Integrations, or created or received by Company in order to provide the Remote Monitoring Services.

- 1.6. "Data Source" shall mean each cardiac rhythm management ("CRM") device manufacturer's respective home monitoring portals and/or each CRM manufacturer's device programmers.
- 1.7. "Devices" means the implantable CRM devices obtained by Customer from a third-party CRM device seller or manufacturer, including pacemakers, defibrillators and loop recorders, for purposes of monitoring the cardiac rhythms of its Patients.
- 1.8. "Documentation" shall mean the user manual, which may be updated by Company from time to time in Company's sole discretion, available within the Platform and upon request and applicable to Customer's use and receipt of the Services.
- 1.9. "Electronic Medical Record" and "EMR" shall mean the Customer's computer system that stores the electronic data files of the Customer's Patients.
- 1.10. "Go-Live Date" shall mean the date that both the Company and the Customer have agreed to start the Remote Monitoring Service, which starts once the Company has received the Customer Data (through an Integration, through granting Company access to the Customer's EMR, or through data exports from the Customer's EMR performed by the Customer) necessary to begin providing the Services.
- 1.11. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time, including, but not limited to, the Health Information Technology for Economic and Clinical Health (HITECH) Act.
- 1.12. "Integration" shall mean the combination of technology and services that is created by the Company in collaboration with the Customer that allows the transfer of data between the Customer's EMR and the Platform.
- 1.13. "Maintenance" shall mean maintenance and updates made to the Services by Company.
- 1.14. "Patient" shall mean each of Customer's patients whose information is processed in connection with Company's provision of the Services to Customer and whose Patient Information is accessible to Customer through the Platform.
- 1.15. "Patient Information" shall mean the information associated with Customer's Patients, including PHI, received or maintained by or on behalf of Customer, or received or created by Company in providing the Remote Monitoring Services, and made accessible through the performance of the Services for Customer.
- 1.16. "Platform" shall mean the services, features, configurations, integrations, Support Services, and licenses to the online system provided by Company under this Agreement and further described in Exhibit A.

- 1.17. "Protected Health Information" or "PHI" shall have the meaning set forth at 45 C.F.R. § 160.103.
- 1.18. "Remote Monitoring and Patient Engagement Services" shall mean Company's or its Subcontractors' technical services related to the remote monitoring of implanted pacemakers, defibrillators and loop recorders provided by Company under this Agreement and further described in Exhibit C.
- 1.19. "Services" shall mean the products and services provided by Company and its Subcontractors.
- 1.20. "Subcontractor" shall mean a third party (which may be Company's Affiliate) engaged by Company to provide products or services to Company or to Customer on behalf of Company.
- 1.21. "Support Services" shall mean the services provided by Company to Customer to configure the Platform using existing functionality for Customer and other related Platform support services.
- 1.22. "Terms of Use" shall mean the terms and conditions related to the use of the Platform published on the Platform at <http://www.genevahealthcare.com/terms-of-service>. Such Terms of Use are hereby incorporated by reference into this Agreement, and in the event of a conflict between the Terms of Use and this Agreement, this Agreement shall control to the extent of the conflict.
- 1.23. "Third-Party Software" shall mean software provided by unaffiliated third parties (e.g., a web browser and Adobe PDF viewer).

2. REPRESENTATIONS AND WARRANTIES

- 2.1. **General.** Each Party hereby represents and warrants to the other Party as follows:
- (a) **Legal Existence.** Such Party is duly organized, validly existing, and in good standing under the laws of the state in which it is legally formed.
- (b) **Authorization and Enforcement of Obligations.** Such Party (i) has the power, authority, and legal right to enter into this Agreement and to perform its obligations hereunder, and (ii) has taken all legally necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms.
- 2.2. **Services Perform as Documented.** Company represents and warrants that the Services will perform materially in accordance with the Documentation as made available to Customer during the Term, as long as the Services are properly accessed and used by Customer in accordance with such Documentation and this Agreement (including any exhibits). Customer's sole remedy, and Company's sole responsibility and liability, for a breach of the foregoing warranty shall be for Company to take reasonable measures to repair such non-conformity.
- 2.3. **Compliance with Applicable Law; No Obligation to Refer.** Each Party represents and warrants that it will materially comply with applicable laws and regulations in their performance under this Agreement (and all exhibits), including with respect to the protection of Patient Information.

Without limiting the foregoing, the parties are aware of and will comply with Section 1128B(b) of the Social Security Act ("the Act"), 42 U.S.C. 1320a-7b, when seeking reimbursement from any government or other entity for products or services supplied under this Agreement. It is the parties' intent that none of the payments, Services or benefits made or provided to the parties, or their respective employees, agents and affiliates, pursuant to or contemplated by this Agreement are intended to constitute remuneration in exchange for, or to induce (i) the referral of individuals for the furnishing, or arranging for the furnishing of any items or service for which payment may be made by a governmental or third-party payor, or (ii) the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing or ordering, of any good, facility, service or item for which payment may be made by a governmental or third-party payor. Customer shall be free to refer each patient to any provider or supplier of services based on its professional judgment of the best interests of the Patient, the Patient's preferences, and the insurance coverage available to the Patient. Company shall not consider any Customer referrals to Company in evaluating Customer's performance under this Agreement.

The parties acknowledge that the Act, and 42 C.F.R. § 1001.952(h), requires proper disclosure of any discounts, rebates, credits, reimbursements and other like programs provided for herein and Customer warrants that it will comply with such disclosure requirements, where applicable. Customer warrants that it will accurately report, if and where applicable, the net effective discount price for each product or service for which a discount has been paid under this Agreement to Centers for Medicare and Medicaid Services ("CMS"), enrollees and other individuals to the extent required under applicable federal or state law. Without limitation of the foregoing, all discounts and other remuneration paid by Company under this Agreement shall be disclosed to CMS in accordance with CMS guidance (as it may be revised from time to time), with any disclosure requirements in Customer's contracts and to comply with any other disclosure or reporting obligations or requirements imposed by federal or state laws, regulations, or guidance. Confidential treatment shall be requested for any disclosures made to payors to the extent permitted by law.

3. OBLIGATIONS OF CUSTOMER

- 3.1. Limitations on Use of the Services.** Customer will not use the Services or permit or encourage others to use the Services in an unauthorized or unintended manner or in violation of the terms of this Agreement, or divulge or transfer any materials or information related to the operation of the Services to any third party. Customer shall use the Services in conformance with the selections and configurations of the Services selected by Customer.
- 3.2. Authorized Users.** Customer shall not permit any unauthorized users to use the Services, and Customer is solely responsible for selecting Authorized Users. Customer shall not allow individuals under the age of 18 to be Authorized Users and shall not issue account credentials to individuals under the age of 18.
- 3.3. Account Credentials.** User accounts and credentials are for the named Authorized Users only and cannot be shared or used by more than one individual but may be reassigned to new Authorized Users who are replacing former Authorized Users that no longer use the Services. Customer shall ensure that the account credentials for the Authorized Users are protected and will not be disclosed to unauthorized persons for any reason. If Customer or Company have any

basis to believe that an account or account credentials have been compromised, Customer agrees to immediately change the affected password (if it is has the functional ability within the Platform or Integration) and notify Company that the password should be or has been changed due to a potential compromise. Company will change account credentials upon Customer's request and reserves the right to change them at any time in Company's discretion to protect the Platform and/or the interests of users.

- 3.4. Responsibility for Authorized Users.** Customer shall supervise, monitor, and train the Authorized Users who use the Services, to ensure the proper use of the Services, compliance with this Agreement, and the security of the Patient Information maintained in the Services. Customer acknowledges and agrees that Company is not responsible for the supervision of the Authorized Users. Customer acknowledges that Company on Company's behalf may audit the usage by accounts associated with the Authorized Users for proper use and access to the Platform and Integrations and to identify any changes made to Patient Information. Customer is responsible for any and all actions by the Authorized Users in connection with the Platform and Integrations; the content and data transmitted to or from the Platform and Integrations by Customer or Authorized Users; the content and data received by and available on the Platform through Integrations from Customer's Electronic Medical Records, platforms or software; the Authorized Users' compliance with this Agreement and Documentation; and for the consequences of any breach of security in connection with the Authorized Users' activity in connection with the Platform or Integrations.
- 3.5. Customer's Affiliates.** Company acknowledges and agrees that Customer may use the Services by and through one or more of its Affiliates. Customer is fully responsible for the acts and omissions of its Affiliates in connection with the use of the Services under this Agreement the same as if they were Customer's acts and omissions.
- 3.6. Notice of Defects or Security Incident.** Customer shall promptly report to Company any significant defects or problems with the Services (including non-conformance with Documentation) observed by Customer. In addition, Customer shall immediately report to Company any actual or suspected security incident involving the Services and/or Patient Information (including loss or compromise of Platform log-in credentials) that Customer becomes aware of, and Customer will fully cooperate with Company, law enforcement and/or other applicable regulatory body in addressing the incident. Without limiting Company's other rights and remedies, if there is a violation of any of the security-related requirements under this Agreement by Customer (including any Authorized Users), that violation shall be a breach of this Agreement, and Company shall have the immediate right to terminate the Customer's (including any Authorized Users') access to the Services.
- 3.7. Responsibility for Internet Access and Computer System Requirements.** Customer is solely responsible for obtaining, maintaining, securing, and paying for any Internet connections necessary to access or receive the benefit of the Services. Customer, at its sole expense, shall be responsible for meeting the minimum computer system requirements (a list of which may be provided by Company) and providing the equipment and technical expertise to meet its obligations for receiving the Services and for the Authorized Users to access the Platform or Integrations.

3.8. Exporting Patient Information into Customer's System of Record. Customer acknowledges that the Patient Information available to Customer through the Services is not an electronic medical record or a designated record set (as defined at 45 C.F.R. § 164.501) maintained by Company on behalf of Customer, and the Services, including the Platform, should not be treated as a system of record. Company is also not responsible for the Patient Information transmitted or exported by Customer out of or separate from the Services.

4. OBLIGATIONS OF COMPANY

4.1. Training. Company shall provide face-to-face, online, and/or telephonic training related to the Services to Customer's personnel during the Term as reasonably requested by Customer and in accordance to Company's then current practices and options selected by Customer.

4.2. Support and Maintenance. Company will provide in its sole discretion ongoing support by online or telephonic methods at reasonable times during normal business hours. Company reserves the right from time to time and in its sole discretion to add, change, and remove certain functionality, and otherwise improve the Services. Customer agrees that Company may temporarily suspend access to the Services to perform Maintenance at any time. Company will make reasonable efforts (i) to notify Customer of planned down-time due to Maintenance, and (ii) to suspend access to the Services to perform Maintenance outside of normal business hours.

5. MEDICAL TREATMENT

5.1. Responsibility for Customer's Treatment of Patients. Customer acknowledges and agrees that the use of the Services by Customer (including Authorized Users) for any purpose related to patient care should be under the supervision of a health care professional. Customer acknowledges and agrees that Company is in no way responsible for the use by Customer of any pharmacological, medical, legal, or similar information contained in, entered into, or used in connection with the Services, and Customer and Authorized Users, as applicable, should verify the accuracy of the information and completeness of such information whenever necessary to do so for providing health care services. As between Company and Customer, Customer shall be solely responsible and liable for its treatment and care of Patients, including all responsibility for personal or psychological injury or loss of life.

6. TAXES

6.1. Taxes. Unless otherwise provided, Company's fees do not include any taxes and related fees, and Customer is responsible for paying all taxes arising from its purchases hereunder, excluding taxes based on Company's net income, employees, or property. If Company has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount of such taxes shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

7. INTELLECTUAL PROPERTY

- 7.1. Ownership by Company.** Customer acknowledges that, as between the Parties, all aspects of the Services, Company's Confidential Information (as defined below) conceived, reduced to practice, made, or developed by Company in connection with the Services or this Agreement, or conceived, reduced to practice, made, or developed by Company prior to execution of this Agreement or separate from Company's performance of this Agreement (collectively, "Company Properties"), and all intellectual property rights therein, are and will remain the sole property of Company or its licensors, and no rights, title, or interest are granted to Customer, Authorized Users, or any third party under this Agreement with respect to the Company Properties, or the intellectual property rights therein, other than as expressly set forth in this Agreement. Company may freely promote and license the Services to any other person or entity. For the removal of all doubt, Company does not own Customer Data.
- 7.2.** Customer disclaims any rights to the Company Properties and will assert no claim, copyright, patent, or otherwise, to their use, development, and/or production. Customer may not access, use, resell, sell, license, sublicense, distribute, make available, rent, or lease the Company Properties or the intellectual property rights therein for any purpose, except as expressly authorized by this Agreement.
- 7.3. License to Customer.** Subject to the terms and conditions of this Agreement and the terms of the applicable exhibit, Company grants to Customer a limited nonexclusive, nontransferable, non-sublicensable right to access and use the Services made available to Customer pursuant to an exhibit solely in accordance with the Documentation and this Agreement and applicable exhibit during the Term and for Customer's internal business purposes (and not for redistribution) and for no other purpose ("Access License"). For clarity, the Access License includes the right for Customer to designate and manage access for Authorized Users during the Term subject to the Agreement. Other than as permitted under the Access License, Customer shall not permit any third party to access or use the Services.
- 7.4. Ownership by Customer.** Customer retains all right, title, and interest in and to the Customer Data (the "Customer Properties"). Customer grants to Company and its Affiliates and subcontractors a nonexclusive right to process Customer Data for providing the Services and related services, fulfilling the requirements of this Agreement, to meet its legal obligations or requests, or as otherwise permitted by the Agreement.
- 7.5. License to Company.** Customer grants Company a perpetual, worldwide, non-exclusive, royalty-free, transferable, and sub-licensable license to use the Customer Properties in connection with Company providing the Services to Customer and for Company to meet its obligations under this Agreement and applicable law. Customer agrees that Company will not be required to make any payments relating to, arising out of, or in connection with the exploitation of Customer Properties in accordance with this Agreement, and Customer will be responsible for paying all royalties, commissions, fees or other monies due to any appropriate third parties in connection with the publication, reproduction, communication to the public and all other uses of Customer Properties. If Company reasonably believes any Customer Properties violate the law, infringe, disrupt Company's provision of the Services, misappropriate the rights of any third party or otherwise violate a material term of this Agreement, Company will notify Customer and remove such Customer Properties from the Platform or disable access to it.

8. CONFIDENTIALITY

- 8.1. Definition of Confidential Information.** In the course of their relationship, each Party ("Disclosing Party") may exchange Confidential Information with the other Party ("Receiving Party"). "Confidential Information" shall include all information, whether written or unwritten, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential: this Agreement, all pricing information, data, information, reports, communications, materials, deliverables, works, designs, computer programs, source code, object code, procedures, supporting documentation, and know how relating to Company's products, services, and business operations, technical documentation and specifications as may be embodied, without limitation, in specifications, design sheets, engineering data, software, object code, source code, procedure codes, file layouts, flow charts, source listings, ideas, concepts, systems, designs, programs, structures, logic flows, file contents and algorithms, manuals, and supporting documentation, and all derivative works based on the same (whether or not patentable or copyrightable). For clarity, Company's Confidential Information includes the Services, Documentation, and information related to the Services.
- 8.2. Safeguards.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Receiving Party agrees to safeguard Disclosing Party's Confidential Information against unauthorized use or disclosure with measures at least as stringent as those it employs to safeguard its own most proprietary and confidential information, and in no event with less than reasonable means. Receiving Party acknowledges that Disclosing Party's Confidential Information constitutes its valuable proprietary information and trade secrets. Disclosing Party is providing Receiving Party with copies of its Confidential Information hereunder, in reliance upon Receiving Party's foregoing promise of confidentiality as provided for herein. Receiving Party shall reasonably cooperate with and assist Disclosing Party in identifying and preventing any unauthorized use, copying, or disclosure of Disclosing Party's Confidential Information. Without limiting the foregoing, Receiving Party shall advise Disclosing Party promptly in the event Receiving Party learns or has reason to believe that any person or entity has violated or intends to violate the confidentiality of Disclosing Party's Confidential Information. Receiving Party will reasonably cooperate with Disclosing Party in seeking injunctive or other equitable relief in the name of, in Disclosing Party's sole discretion, either Receiving Party or Disclosing Party, against any such person or entity.
- 8.3. Nondisclosure.** Receiving Party shall not use, disclose, make, or have made any copies of Disclosing Party's Confidential Information in whole or in part, except as necessary to perform its obligations under this Agreement or as expressly permitted under this Agreement, without the prior express written authorization of Disclosing Party. Receiving Party may disclose Disclosing Party's Confidential Information, including necessary copies thereof, to those of its employees, contractors, representatives, or agents only to the extent necessary for Receiving Party to perform its duties and authorized activities under this Agreement and only when such employees, contractors, representatives, and agents have agreed to protect such Confidential Information. Receiving Party shall be responsible for the acts and omissions of its employees,

contractors, representatives, or agents with respect to Disclosing Party's Confidential Information as though such acts or omissions were those of Receiving Party.

8.4. Compelled Disclosure. Receiving Party may disclose Disclosing Party's Confidential Information to the extent requested or required by a regulatory, self-regulatory, or supervisory authority having appropriate jurisdiction, including any court of law, provided Receiving Party gives Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, so Disclosing Party may seek an appropriate protective order or other appropriate remedy, and Receiving Party shall reasonably cooperate with Disclosing Party to obtain a protective order or other relief if requested to do so by Disclosing Party; provided, however, that no such notice shall be necessary in the event Confidential Information is provided to a governmental, regulatory, or self-regulatory authority in the course of a routine audit, examination, or inspection. In the event the Receiving Party is ultimately required to disclose such Confidential Information, or the absence of a protective order or a receipt of a waiver hereunder, the Receiving Party agrees to disclose only that portion of the Disclosing Party's Confidential Information which it is advised by its counsel is legally required to be disclosed.

8.5. Exceptions. Confidential Information does not include: (a) information already known to Receiving Party prior to disclosure by Disclosing Party; (b) information that is or becomes generally known to the public, other than as a result of misappropriation or breach of confidentiality; (c) information that is learned from a third-party holding the same lawfully and not under an obligation of confidentiality; (d) information that is independently developed, without any direct or indirect reliance, reference to, or benefit from Disclosing Party's Confidential Information; and (e) information that is required by valid subpoena or other applicable law to be disclosed, but only to the extent of such requirement and only in the event where possible, Receiving Party has been notified in advance of such requirement.

8.6. Equitable Relief. Each Party agrees that any violation of the provisions of Sections 8.2 and 8.3 will immediately give rise to continuing irreparable injury to the Disclosing Party that is inadequately compensable in damages at law, and Disclosing Party shall be entitled to immediately seek equitable relief to protect its interests herein, including, but not limited to, injunctive relief, in addition to any other legal remedies which may be available.

9. CUSTOMER DATA AND DATA SECURITY

9.1. Customer Data. Customer is responsible for the means by which Customer acquires the Customer Data, for Customer's use and dissemination of the data, and for the use and dissemination of Customer Data by any Authorized Users.

9.2. Data Analysis. Customer agrees that Company may create and use aggregated and/or de-identified statistical data generated or derived from Customer Data or generated or derived from the use of the Services by Customer and the Authorized Users, for Company's business purposes (including, without limitation, for product and service improvement and development), subject to any applicable legal limitations on the use thereof.

9.3. Data Security. Company will (i) process and secure Customer Data in accordance with this Agreement, and (ii) maintain reasonable administrative, technical, and physical measures designed for the protection of the security, confidentiality and integrity of the Customer Data processed by it. The obligations in this Section shall remain in effect for so long as the Customer Data remains in the possession, custody, or control of Company.

9.4. Government Access Requests. If Company or its subcontractor(s) receives a request for Customer Data from a law enforcement agency, Company will redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Company will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so.

10. HIPAA AND PATIENT INFORMATION

10.1. Covered Entity. Customer acknowledges that by providing the Remote Monitoring Services to Customer, Company is acting as a “covered entity” as that term is defined at 45 C.F.R. § 160.103.

10.2. Permissible Uses of Patient Information. Customer acknowledges and agrees that Company, and any business associates working on its behalf, may use and disclose Patient Information for providing the Services, fulfilling the requirements of this Agreement, to meet its legal obligations or requests, and as otherwise permitted by the Agreement.

10.3. Compliance with Laws. Customer warrants that it will comply with all applicable confidentiality and privacy laws and regulations with respect to Patient Information in connection with Customer’s use of the Services and any disclosures by Customer to Company. Without limiting the generality of the foregoing, Customer is solely responsible and liable for its use of the Services, including without limitation for using the Services in compliance with HIPAA. Customer acknowledges that Patient Information that is downloaded to a printer, an Excel file, or otherwise, is outside of the scope of the Services and that Company shall have no responsibility for the use and protection of such Patient Information. Customer agrees not to send Patient Information to Company via any unsecured means, including via unsecured (non-encrypted) email. Customer also agrees that it is solely responsible for any Patient Information sent to Patients or other third parties outside of the Services or via unsecured means, including via unsecured (non-encrypted) email.

10.4. Recordkeeping. Notwithstanding anything to the contrary in this Agreement, Company shall, until the expiration of four (4) years after the furnishing of any of the Services pursuant to this Agreement, and to the extent required by 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300 et seq., provide the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or their representatives, upon request, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Customer shall maintain adequate records in connection with activity under this Agreement as required by applicable law.

11. TERM AND TERMINATION

- 11.1. Termination for Convenience.** Either Party may terminate this Agreement at any time after the Go-Live Date without cause for convenience upon at least ninety (90) days prior written notice to the other Party.
- 11.2. Termination for Cause.** Each Party may immediately terminate this Agreement and the Access License if (a) the other Party violates this Agreement or applicable law in connection with this Agreement; (b) Customer interferes with or in any way inhibits the use of the Services by Company or any other authorized person or entity; (c) Customer or any Authorized User violates the Access License; (d) the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In the event that Customer ceases business, Company shall have no further obligations under this Agreement, and Company need not refund to Customer any fees paid by Customer to Company under this Agreement.
- 11.3. Effects of Termination or Expiration.** Termination or expiration of this Agreement will not affect the obligations of the Parties with respect to Confidential Information that was disclosed hereunder prior to termination, which shall remain subject to the provisions of this Agreement. In the event of termination or expiration of this Agreement, all licenses granted under this Agreement immediately expire and terminate, Customer and Authorized Users are immediately prohibited from accessing the Services, and Customer shall destroy all copies of Documentation in its possession, custody, or control. Except as set forth in this Section 11.3, upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will promptly deliver to the Disclosing Party all originals and copies of all the Disclosing Party's Confidential Information and all documents, records, data, and materials containing such Confidential Information in the Receiving Party's possession, custody, or control, and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems, and databases except to the extent such systems retain such information in the ordinary course of business for back-up and record retention purposes, in which case such Confidential Information will continue to be subject to the terms of this Agreement. With respect to Customer Data, Company shall continue to store and make available Customer Data (at Customer's expense) for ninety (90) days after termination of this Agreement for the purposes of Customer's transition away from the Services. Unless otherwise agreed in writing by the Parties, after such ninety (90) days, Company may remove all Customer Data from its systems (including backup files) and shall have no liability for permanently destroying the Customer Data in its possession, custody, or control.
- 11.4. Survival.** The terms that expressly or by their nature create continuing obligations, including without limitation, terms defining the parties' obligations for payments, indemnification, confidentiality, applicable law and dispute resolution provisions, shall survive expiration or termination of this Agreement. Without limiting the foregoing or any other provision of this Agreement, and to remove all doubt, the following sections of this Agreement will survive, for the maximum duration possible pursuant to applicable law, after the expiration or termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable: Sections 2, 1.1, 7.1, 7.4, 8, 9, 10.4, 11.3, 11.4, 12-14. Termination shall not relieve either Party from liability for breach of this Agreement.

12. DISCLAIMER OF WARRANTIES; EXCLUSIONS FOR CERTAIN DAMAGES; AND LIMITATION OF LIABILITY

12.1. Disclaimer of Warranty by Company. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 2 AND 14.10 OF THIS AGREEMENT, COMPANY LICENSES ACCESS TO THE SERVICES AND DATA AND CONTENT THEREIN AND PROVIDES THE SERVICES ON AN “AS IS” BASIS, WITH NO OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 2 AND 14.10 OF THIS AGREEMENT, COMPANY EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS AND IMPLIED WARRANTIES UNDER THIS AGREEMENT TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON-INFRINGEMENT, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE SERVICES, THIRD-PARTY SOFTWARE, OR DATA, INFORMATION, OR RESULTS DERIVED THEREFROM. COMPANY DOES NOT WARRANT ACCESS TO THE DATA OR SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE, WITHOUT DEFECTS, OR ERROR-FREE. THE PARTIES UNDERSTAND THAT CUSTOMER MAY USE CERTAIN THIRD PARTY SOFTWARE (INCLUDING WEB BROWSERS) OR HARDWARE IN CONNECTION WITH USING THE SERVICES, AND WITHOUT LIMITING THE GENERALITY IN THIS SECTION 12.1, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, INTEGRATION, OR SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE. THE ASSESSMENT OF THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE LIES SOLELY WITH CUSTOMER AND THE VENDOR OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY.

12.2. Exclusion of Certain Damages. NEITHER PARTY, NOR ITS AFFILIATES, SUBCONTRACTORS, LICENSORS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, LICENSORS, SUBCONTRACTORS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, INDEMNITY, LOST OR CORRUPT DATA, INACCURATE DATA, LOSS OF USE, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. THIS SECTION 12.2 SHALL NOT BE CONSTRUED TO LIMIT THE TYPES OF CLAIMS FOR WHICH AN INDEMNITY IS OWED.

12.3. Limitation of Liability. COMPANY TOGETHER WITH ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AND SUBCONTRACTORS (“COMPANY GROUP”) SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO ACTS OR OMISSIONS OF ANY PROVIDER OF ONLINE ACCESS OR OTHER SERVICES TO CUSTOMER OR ANY AUTHORIZED USER RELATING TO THEIR ONLINE CONNECTION QUALITY AND SPEED. WITHOUT LIMITING THE GENERALITY OF THE FIRST SENTENCE OF THIS SECTION, IN NO EVENT WILL COMPANY GROUP BE LIABLE TO CUSTOMER OR ITS PATIENTS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR USERS FOR ANY LOSSES, COSTS, DAMAGES, FINES, CHARGES, OR EXPENSES RESULTING FROM LOSS, MISAPPROPRIATION, UNAUTHORIZED ACCESS TO, OR MODIFICATION OF DATA BY

ANY THIRD PARTY, OR FROM MISTAKES, OMISSIONS, OR DELAYS IN TRANSMISSION OF INFORMATION, OR FROM INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SERVICES, VIRUSES, OR FAILURES OF PERFORMANCE, OR FROM THE IMPACT OF THE SERVICES ON CUSTOMER'S INFORMATION OR COMMUNICATIONS SYSTEMS, OR FOR INTERCEPTION OR COMPROMISE OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE NETWORK SERVICES OR ANY RECORD OR OTHER COMMUNICATIONS PROVIDED BY CUSTOMER, ANY AUTHORIZED USER, OR BY COMPANY GROUP UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 12 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY GROUP'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT. IN NO EVENT WILL COMPANY GROUP BE LIABLE TO CUSTOMER EITHER DIRECTLY OR FOR THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER FOR LOSSES OR DAMAGES TO CUSTOMER'S RECORDS OR DATA. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12.4. Allocation of Risk. EACH PARTY UNDERSTANDS AND AGREES THAT THE REMEDIES, EXCLUSIONS, AND LIMITATIONS HEREIN ALLOCATE THE RISKS FROM THE PROVISION, RECEIPT, AND USE OF THE SERVICES BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE, OTHER APPLICABLE LAWS, OR BOTH. THE ACCESS LICENSE GRANTED HEREIN REFLECTS, AND IS SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE WARRANTY DISCLAIMERS, EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12. SECTIONS 12.3 AND 13.1 SET OUT COMPANY GROUP'S ENTIRE FINANCIAL LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF COMPANY'S EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS) TO CUSTOMER WITH RESPECT TO ANY BREACH OF THIS AGREEMENT, ANY USE MADE BY CUSTOMER OF THE SERVICES AND ANY REPRESENTATION, STATEMENT, TORTIOUS ACT, OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

13. INDEMNIFICATION

13.1. Company's Indemnification Obligations. EXCEPT AS OTHERWISE STATED IN THIS SECTION 13.1, COMPANY WILL DEFEND ANY CLAIM, DEMAND, SUIT, OR PROCEEDING MADE OR BROUGHT AGAINST CUSTOMER BY A THIRD PARTY (BUT NOT AN AGENT, EMPLOYEE, OR AFFILIATE OF CUSTOMER) ALLEGING THAT THE PLATFORM INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ("INFRINGEMENT CLAIM"), AND WILL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER FOR ANY DAMAGES, LIABILITIES, REASONABLE ATTORNEY FEES, AND COSTS INCURRED BY THE CUSTOMER WITH RESPECT TO THE FOREGOING. COMPANY SHALL HAVE NO LIABILITY FOR ANY INFRINGEMENT CLAIM BY CUSTOMER OR ANY THIRD PARTY TO THE EXTENT THE INFRINGEMENT CLAIM IS BASED UPON: (A) THE USE OF THE PLATFORM IN COMBINATION WITH ANY OTHER PRODUCT, SERVICE, DEVICE, OR MATERIALS NOT FURNISHED OR EXPRESSLY PERMITTED BY COMPANY, IF SUCH INFRINGEMENT CLAIM WOULD HAVE BEEN AVOIDED BY THE USE OF THE PLATFORM WITHOUT SUCH PRODUCT, SERVICE, DEVICE, OR MATERIALS; (B) THE USE OF PLATFORM OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT (INCLUDING ANY EXHIBITS) AND THE ACCESS LICENSE; (C) A MODIFICATION TO THE PLATFORM NOT PROVIDED OR PERFORMED BY COMPANY; (D) DATA TRANSMITTED, STORED, OR OTHERWISE PROCESSED USING THE PLATFORM; (E) CLAIMED INFRINGEMENT OF ANY RIGHT IN WHICH CUSTOMER OR ANY AFFILIATE OF CUSTOMER HAS ANY OWNERSHIP OR

INTEREST (BY LICENSE OR OTHERWISE); OR (F) USE OF THE PLATFORM AFTER COMPANY HAS PROVIDED A NON-INFRINGEMENT ALTERNATIVE OR TERMINATED THE LICENSE FOR IT. IN THE EVENT OF AN INFRINGEMENT CLAIM, COMPANY WILL, AT ITS SOLE OPTION AND EXPENSE: (X) OBTAIN A LICENSE TO ALLOW FOR CONTINUED USE OF THE INFRINGING ASPECT(S) OF THE PLATFORM UNDER THE TERMS OF THIS AGREEMENT; (Y) REPLACE OR MODIFY THE INFRINGING ASPECT(S) OF THE PLATFORM TO BE NON-INFRINGEMENT WITHOUT A MATERIAL DECREASE IN FUNCTIONALITY; OR (Z) IF THE FOREGOING OPTIONS ARE NOT COMMERCIALY REASONABLE, TERMINATE THE LICENSE FOR THE PLATFORM AND REFUND CUSTOMER ALL PREPAID FEES FOR THE REMAINDER OF THE CURRENT TERM AFTER THE EFFECTIVE DATE OF TERMINATION. THE PROVISIONS OF THIS SECTION 13.1 SET FORTH COMPANY'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

13.2. Customer's Indemnification Obligations. CUSTOMER WILL DEFEND ANY CLAIM, DEMAND, SUIT, OR PROCEEDING ("CLAIM") MADE OR BROUGHT AGAINST ANY AND ALL MEMBERS OF THE COMPANY GROUP BY A THIRD PARTY: (A) IN CONNECTION WITH CUSTOMER'S GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT; (B) IN CONNECTION WITH THE USE OF ANY ASPECT OF THE SERVICES BY CUSTOMER OR ITS AFFILIATES, AGENTS, OR ANY AUTHORIZED USER; (C) IN CONNECTION WITH DATA PROVIDED OR TRANSMITTED BY CUSTOMER, AFFILIATE, AGENT, OR ANY AUTHORIZED USER THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE FAILURE TO COMPLY WITH APPLICABLE CONFIDENTIALITY AND PRIVACY LAWS IN DISCLOSING PATIENT INFORMATION TO COMPANY; (D) RELATING TO A VIOLATION OF APPLICABLE LAW IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT; (E) CONCERNING OR RELATING TO THE PROCESSING OF CUSTOMER DATA IN CONNECTION WITH THE SERVICES; (F) IN CONNECTION WITH THIS AGREEMENT; OR (G) IN CONNECTION WITH MEDICAL DECISIONS OR CARE PROVIDED TO PATIENTS BY CUSTOMER BASED IN WHOLE OR IN PART ON THE SERVICES AND INFORMATION AVAILABLE THROUGH THE SERVICES, AND IN EACH CASE WILL INDEMNIFY AND HOLD HARMLESS THE COMPANY INDEMNITEES FOR ANY DAMAGES, LOSSES, LIABILITIES, FINES, REASONABLE ATTORNEYS' FEES, AND COSTS INCURRED BY THE COMPANY INDEMNITEES WITH RESPECT TO THE FOREGOING.

13.3. Indemnification Procedures. All indemnification obligations under Section 13 are contingent on the relevant indemnitees (a) promptly giving the indemnifying party written notice of the Claims against the indemnitees (provided, however, that a delay in notification shall excuse indemnification only to the extent such delay impairs the defense of such action) (b) giving the indemnifying party sole control of the defense and settlement of the Claim against the indemnitees (except that the indemnifying party may not settle any Claim against the indemnitees unless the settlement unconditionally releases indemnitees of all liability and fault), and (c) giving the indemnifying party all reasonable assistance, at indemnifying party's expense. Each Party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the other Party. The indemnifying party shall not in any event settle any such matter without the written consent of the indemnitees.

14. GENERAL PROVISIONS

- 14.1. Notices.** All notices shall be given in writing and shall be effective when either (a) served by personal delivery, (b) upon receipt of mail sent as certified mail, return receipt requested, or (c) upon receipt of facsimile transmission if verified by a written or electronic record of the transmission, provided that any such communication is addressed to the Parties at their respective addresses and/or facsimile numbers set forth in the applicable order form, or to such other address or numbers as either Party may later specify by written notice or provide as part of the performance of this Agreement.
- 14.2. Entire Agreement and Modifications or Amendments.** This Agreement, all exhibits, applicable order forms, terms and conditions agreed to while using the Services, and recitals to this Agreement, constitute the entire agreement (and order of precedence) of the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, proposals, representations, and understandings of the Parties, whether written or oral, with respect to the subject matter hereof. In the event of any conflict between an exhibit and this Agreement, this Agreement shall prevail. Unless otherwise defined in an exhibit, all capitalized terms used in an exhibit shall have the meaning set forth in this Agreement or other exhibits. Subject to the foregoing, any modification, extension, or amendment to this Agreement must be in writing and executed by a duly authorized representative of each Party.
- 14.3. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions shall remain in full force and effect.
- 14.4. No Implied Waivers.** The delay or failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provisions, any other provision, or of the right of such Party thereafter to enforce any provision hereof.
- 14.5. Governing Law and Venue.** This Agreement is to be construed in accordance with the substantive law of the State of New York, without regard to its conflict of laws principles. The Parties consent to the personal and exclusive jurisdiction of courts located in New York.
- 14.6. Force Majeure.** Neither Party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, terrorism, criminal acts, intentional acts by a non-Party, fires, riots, wars, or embargoes.
- 14.7. Headings.** This Agreement contains headings only for convenience and the headings do not constitute or form any part of this Agreement, and should not be used in the construction of this Agreement.
- 14.8. Assignment.** Customer may not assign or sublicense, without the prior written consent of Company, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part except that Customer may assign this Agreement to any person or entity that acquires all or substantially all of such Party's assets or business, provided that any such successor or assignee agrees to perform and assume such Party's duties under this Agreement. The Company shall have the right at all times to assign any of its rights, duties, or obligations

under this Agreement to a direct or indirect wholly owned Subsidiary of the Company, or its parent company, without Customer's consent.

- 14.9. Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 14.10. Independent Contractors.** The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either Party the power to direct or control the day-to-day activities of the other, or to create or be deemed to create an employment relationship, joint venture, partnership, or other agency between the Parties. The Parties warrant and represent that they have not and will not hold itself out as a representative, agent, servant, or employee of the other for any purpose. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party except by written agreement signed by each of them. Each Party assumes sole responsibility for fully complying with laws applicable to its own personnel, none of whom shall be deemed employees or agents of the other Party.
- 14.11. Marketing and Logos.** Company may include the Customer's name or logo in customer lists. In addition, Company may refer to Customer's intended use and use of the Services in its marketing materials and on its websites and social media as well as in discussions with Company's customers, prospective customers, and for legitimate business purposes.
- 14.12. No Third-Party Beneficiaries.** Except as expressly stated in this Agreement or as provided by applicable law, there are no third-party beneficiaries under this Agreement, and no Patient or other person or entity who is not a party to this Agreement shall have any rights under or in connection with this Agreement, unless otherwise expressly stated in this Agreement or entitled by law.

EXHIBIT A: Platform Services

This **Exhibit A: Platform Services** (this “Exhibit”) is incorporated into and made a part of the Master Services Agreement (the “Agreement”) between the Parties. The Parties agree that the terms and conditions contained in this Exhibit supplement the Agreement and will apply to the access and use of the Platform by Customer.

1. USERS

- 1.1. Admin User.** Company shall provide one (1) Admin User account to Customer. Customer may use the Admin User account to administer its use of the Platform, including creating other Authorized User accounts.
- 1.2. Responsibility for Selecting Authorized Users and Assigning Access Privileges.** Customer is solely responsible for identifying the individuals who receive Authorized User accounts and assigning the Access Privileges to such accounts. Customer may use the Platform functionality to create Authorized User accounts and assign the associated Access Privileges or request Company to create Authorized User accounts and assign the associated Access Privileges on behalf of Customer. Customer acknowledges that Company is relying on Customer’s sole judgment in selecting the individuals who receive Authorized User accounts and assigning the Access Privileges, and Company is not responsible for such selections or assignments.
- 1.3. Authorized Users’ Agreement to Platform Terms of Use.** All Authorized Users shall be required to agree to the Terms of Use as a condition of accessing or using the Platform and shall be required to agree to any amended Terms of Use to continue using the Platform following any such amendments. Customer shall be responsible for ensuring that Authorized Users comply with the Terms of Use and shall be responsible and liable for the Authorized Users’ non-compliance with the Terms of Use.

2. DATA TRANSMISSIONS AND MANAGEMENT

- 2.1. Data Sources.** As part of the Platform, Company may provide access to data (including, without limitation, Patient Information) from Customer’s or third-party data sources selected by Customer (“Data Sources”). Data Sources may include, without limitation, Customer’s EMR, Device manufacturers, or Customer uploads. Company is not responsible for the availability (or unavailability), accuracy (or inaccuracy), or usability (or unusability) of data in the Platform, including whether data is available or received from Data Sources. Customer hereby authorizes Company and its Subcontractors to access data available from the Data Sources selected by Customer in connection with the Services. Company does not guarantee that it will be able to access the Data Sources selected by Customer (e.g., in the event that a manufacturer prevents access to Device data).
- 2.2. Assistance and Cooperation.** Customer will assist and cooperate (including, without limitation, by providing access to relevant personnel) with Company to facilitate Company’s and the Platform’s ability to access the Data Sources as necessary to provide the Services. Such assistance and cooperation may include Customer interacting with the provider of the Data Sources and providing Company with the necessary credentials to access the Data Sources.

- 2.3. Authorization to Data.** Customer grants Company the right to access and process the data made available to Company from Data Sources for the purposes of providing the Services to Customer and as otherwise permitted by the Agreement. Customer represents and warrants that it has the right to provide access to such data to Company and the right to grant Company the rights it has granted with respect to the access and processing of such data.
- 2.4. Limited Access to PHI.** Company and Customer agree to make reasonable efforts to process only the PHI that is necessary for Company to provide the Services. Customer shall promptly notify Company if it discovers Company has received PHI that is not necessary for the provision of the Services. In the event Company discovers it has received PHI that may not be necessary for it to provide the Services, Company and Customer will make reasonable efforts together to assess and remedy the situation, if necessary. Each Party agrees to comply with its respective applicable obligations under the HIPAA minimum necessary requirement.
- 2.5. Notifications about Data Sources.** Company is not responsible for notifying Customer about Data Sources or data received or not received by the Platform from Data Sources including, without limitation, notifications that Data Sources are not transmitting data or that data has been received by the Platform from a Data Source.
- 2.6. Data Source Unavailability.** Company does not guarantee that any Data Sources will make data available to Company, and Company is not responsible or liable for the unavailability of data from any Data Sources. As part of its support services to Customer, Company may make reasonable efforts to resolve a lack of data availability from a Data Source.

3. CUSTOMER'S PATIENT INFORMATION

- 3.1. Integration with Customer's EMR.** Company will attempt to implement an Integration to obtain data from Customer's EMR pursuant to Exhibit B (Integration Services). If Company successfully implements an Integration that can store data in Customer's EMR, Company shall provide functionality in the Platform allowing Customer to transmit Customer's manually-submitted Patient Information (e.g., physicians' notes) and reports generated through the Platform to Customer's EMR.
- 3.2. Manual Data Imports.** If Company does not successfully implement an Integration to obtain data from Customer's EMR, Customer will provide Patient Information as required by Company and in a data format, at intervals, and using a secure electronic method mutually agreed by the Parties. Customer represents and warrants that it will take reasonable efforts to limit the provision of PHI to Company only that which is necessary for the Services.

4. PATIENT INFORMATION FROM DEVICES

- 4.1. Through Customer.** The Platform will provide Customer with the functionality to manually upload Patient Information that Customer collects from the Devices through tools provided by the Device manufacturer (e.g., cardiac rhythm management device programmers or interrogators and the device manufacturer online portals). Customer represents and warrants that it will make reasonable efforts to limit the provision of PHI to Company only that which is necessary for Company to provide the Services.

4.2. Company's Remote Monitoring Services. The Platform will provide Customer with functionality permitting Company to receive access through its Remote Monitoring Services to Patient Information collected by the Devices.

5. THIRD-PARTY SOFTWARE

5.1. Responsibility for Third-Party Software. The Platform may require the use of Third-Party Software to enable its full functionality. Use by Customer of Third-Party Software will be subject to the terms and conditions to which Customer agrees with the providers of such Third-Party Software, and Customer shall comply with all terms and conditions of any agreements applicable to Third-Party Software. Company disclaims all responsibilities, warranties, and liabilities relating to the use of Third-Party Software.

6. DISCLAIMER OF WARRANTIES

6.1. Platform and Data Transmissions. Company provides no warranties, express or implied, related to the Platform or the data available in the Platform. The Platform is provided on as "as is" and "as available" basis. Company is not responsible for the content of the data accessible or transmitted or intended to be accessed or transmitted through the Platform including, without limitation, its accuracy, quality, availability, or usability. Company is not responsible for any data that is overwritten in the Platform or data irregularities or duplications, unless such overwritten, irregular, or duplicated data was caused solely through the fault of Company. Customer's sole and exclusive remedy and Company's sole and exclusive responsibility and liability for unavailable, delayed, incorrect, overwritten, irregular, duplicated, or unusable data is for Company to attempt to re-request the data from the relevant Data Sources. Company is also not responsible for any data transmission or lack thereof including, without limitation, those arising from an unavailability of or changes to the EMR, Device, Device manufacturer systems, or Customer's systems, acts, or omissions.

EXHIBIT B: Integration Services

This **Exhibit B: Integration Services** (this “Exhibit”) is incorporated into and made a part of the Master Services Agreement (the “Agreement”) between the Parties. The Parties agree that the terms and conditions contained in this Exhibit supplement the Agreement and will apply to the Integration.

1. OBLIGATIONS OF CUSTOMER

- 1.1. Assistance and Cooperation.** Customer will assist and cooperate (including, without limitation, by providing access to relevant personnel) with Company to facilitate the implementation, testing, and maintenance of the Integration including, without limitation, providing Company with the necessary access credentials to access the EMR.
- 1.2. Authorizations to Company.** Customer grants Company a non-exclusive, royalty-free, transferable, and sub-licensable license to access and use the EMR as reasonably necessary to implement, test, and maintain the Integration and to transmit data to and from the EMR in connection with the Services and as otherwise permitted by the Agreement. Customer represents and warrants that it has the rights to grant the foregoing license to Company. In addition, Customer grants Company the right to (i) access and process the data available to and transmitted to Company through the Integration in connection with the Services, and (ii) transmit data into the EMR through the Integration, for the purposes of providing the Services to Customer and as otherwise permitted by the Agreement. Customer represents and warrants that it has the right to provide access to such data to Company and the right to grant Company the rights it has granted with respect to the access, processing, and transmission of such data.
- 1.3. Responsibility for EMR.** Customer, and not Company, is solely responsible for the EMR and its operation, including its operation in connection with the Integration. Without limiting the generality of the foregoing, Company is not responsible for any maintenance or costs associated with the EMR including, without limitation, any costs associated with implementing the Integration.
- 1.4. EMR and System(s) Documentation.** Customer shall provide Company a copy of the information and documentation associated with the EMR and all other Customer systems as necessary to facilitate Company’s implementation, testing, and maintenance of the Integration.
- 1.5. Change Management.** Customer will immediately notify Company of any updates or changes to the EMR, and Customer will assist Company in assessing how such updates or changes to the EMR impact the Integration. Company may, but is not obligated to, update the Integration to work with the updated or changed EMR.
- 1.6. Responsibility to Maintain Equipment and EMR.** Customer is responsible for obtaining and maintaining any equipment and any ancillary services that the Integration may need to operate including, without limitation, the EMR and Internet connections.

- 1.7. Related Costs.** Customer is responsible for the operational costs of the EMR, including updates and maintenance, and shall work with its EMR provider, as necessary, to facilitate Company's installation of the Integration.
- 1.8. Limited Access to PHI.** Company and Customer agree to make reasonable efforts to implement an Integration that accesses only the PHI that is necessary for Company to provide the Services; provided that Customer is responsible for PHI made available through the Integration that is not required for Company to provide the Services. Customer shall promptly notify Company if it discovers Company has received PHI through the Integration that is not necessary for the provision of the Services. In the event Company discovers it has received PHI that may not be necessary for it to provide the Services, Company and Customer will make reasonable efforts together to assess and remedy the situation, if necessary. Customer represents and warrants that it will take reasonable efforts to limit access to PHI through the Integration to only that which is necessary for the Services. Each Party agrees to comply with its respective applicable obligations under the HIPAA minimum necessary requirement.

2. OBLIGATIONS OF COMPANY

- 2.1. Use of the Integration.** Company will use the Integration to receive and send data in connection with Company's provision of the Services in accordance with the Agreement. If Company implements an Integration that can store data in Customer's EMR, Company shall provide functionality in the Platform allowing Customer to transmit Customer's information (e.g., discrete data and pdfs transmitted from the portals and device reports reviewed by physicians and/or the physician's staff) from the Platform to Customer's EMR.
- 2.2. Support and Maintenance.** During the Term, Company may provide updates for and perform maintenance on the Integration from time to time, at Company's sole discretion.
- 2.3. Implementation Schedule.** Company will coordinate with Customer to agree on a mutually agreeable implementation schedule for the Integration.

3. FEES AND PAYMENT TERMS

- 3.1. Fees.** Company will provide the Integration at no charge to Customer.
- 3.2. Maintenance Costs.** Company will not charge Customer for maintenance or service costs of the Integration, but Company reserves the right to charge for maintenance and/or service of the Integration in the future.

4. INTELLECTUAL PROPERTY AND CUSTOMER DATA

- 4.1. Intellectual Property.** The Integration shall be Company Property.
- 4.2. Customer Data.** The data transmitted to Company through the Integration from the EMR is Customer Data.

5. DISCLAIMER OF WARRANTIES

- 5.1. Creation of the Integration.** Company does not guarantee that it will be able to implement an Integration that will integrate with the EMR, since there is a dependency on the Customer. In the event an Integration is not implemented by Company, Company and Customer shall discuss alternative arrangements in good faith and this Exhibit shall be null and void without affecting the Agreement or the other appendices.
- 5.2. Provision of the Integration.** Company provides no warranties, express or implied, related to the performance of the implemented Integration. The Integration is provided on as “as is” and “as available” basis. Company is not responsible for data transmission failures including, without limitation, those arising from an unavailability of or changes to the EMR. Customer’s sole and exclusive remedy and Company’s sole and exclusive responsibility and liability for the Integration is for Company to attempt to update the Integration if the Parties mutually agree to such course of action.
- 5.3. Data Transmissions.** Company is not responsible for the content of the data transmitted or intended to be transmitted through the Integration including, without limitation, its accuracy, quality, availability, delay, or usability. Company is not responsible for any data that is overwritten in the Platform or that creates data irregularities or duplications within the Platform when transmitted through the Integration.

EXHIBIT C: Remote Monitoring and Patient Engagement Services

This **Exhibit C: Remote Monitoring and Patient Engagement Services** (this “Exhibit”) is incorporated into and made a part of the Master Services Agreement (the “Agreement”) between the Parties. The Parties agree that the terms and conditions contained in this Exhibit supplement the Agreement and will apply to remote monitoring and patient engagement services.

1. OBLIGATIONS OF COMPANY

1.1. Remote Monitoring Services.

- 1.1.1. Schedule interrogation data transfers from Data Sources to Platform.
- 1.1.2. Analyze interrogation data transferred into Platform, and prepare standard reports based on interrogation data.
- 1.1.3. Route finalized reports to Customer for physician and associated allied health professional staff review.

1.2. Training and Certification. Remote Monitoring Services will be performed by appropriately licensed and/or certified technicians.

1.3. Patient Engagement Services.

- 1.3.1. Identify Patients with inactive Devices.
- 1.3.2. Assist Patients with activating and operating Devices.
- 1.3.3. Welcome new Patients with Devices into the Service once the Customer has enrolled and registered the Patient in the manufacturer portals.
- 1.3.4. Engage with Patients to make sure they transmit within the prescribed monitoring period and stay compliant.
- 1.3.5. Identify Patients due for in-office visits with Customer.
- 1.3.6. Provide customized package of patient engagement materials for each Patient.

2. OBLIGATIONS OF CUSTOMER

2.1. Training and Onboarding. Participate in on-boarding and training process and review all on-boarding materials provided by Company before the Go-Live Date.

2.2. Access to Patient Demographic Information. Customer shall provide access to Patient demographic and insurance information for purposes of insurance verification in accordance with Exhibit B. If Customer refuses to grant Company access to patient demographic and insurance information within Customer’s EMR for purposes of Remote Monitoring Services, in

accordance with Exhibit B, then Customer must provide all information necessary for billing purposes to Company on a weekly basis. Customer acknowledges and agrees that Company shall not initiate Remote Monitoring Services for any particular Patient prior to receiving access to the Patient's demographic and insurance information.

2.3. Permission to Audit. Customer acknowledges and agrees that Company shall have the right, which it may exercise at any time during or after the term of this Exhibit, to inspect and audit, at its own expense, the claims submitted by the Customer to Medicare and/or any third-party payors for the professional component associated with the Remote Monitoring Services. Customer agrees to fully cooperate with any such request by Company to perform an inspection and audit of Customer's claim submissions, including the underlying patient and medical records used to generate and support such claims submissions.

2.4. Overwritten Data. Customer assumes responsibility for any suboptimal programming of an implantable loop recorder and any inherent limitations in the validity of recordings from these devices that may result in recurring, unnecessary recordings overwriting a sentinel event.

3. RECORD STORAGE AND RETENTION

3.1. Company will retain records of telemetric readings for a period of at least ninety (90) days after the termination of the Agreement.

3.2. The ownership, right of control and responsibility to maintain all medical records, case histories, reports, and other recorded images using any medium, and the billing records and all regular files prepared by Customer in connection with rendering the professional component associated with the Remote Monitoring Services shall at all times remain with Customer; *provided, however*, that Company, at its sole cost and expense, may store and maintain copies of such records in the Platform during the term of the Agreement.

3.3. Customer shall maintain the medical records of its patients in accordance with applicable federal and state record retention laws.

4. BILLING COMPLIANCE

4.1. All billing information submitted by Customer shall be accurate, true and correct and not in violation of any federal, state or local law, code, regulation, ordinance or other applicable authority, including the terms of payment required by third-party payors. Notwithstanding anything herein to the contrary, the parties acknowledge that Company shall have final authority and absolute discretion to determine the appropriate coding and manner of billing for the technical component of Remote Monitoring Services rendered under this Exhibit.

5. GENERAL PROVISIONS

5.1. HIPAA Compliance. The parties acknowledge and agree that, as health care providers and covered entities under HIPAA in connection with the performance of Remote Monitoring Services, the parties shall protect the privacy, confidentiality and security of any patient's

protected health information (as that term is defined by HIPAA) which the parties receive, generate, use, disclose or maintain pursuant to the Agreement in accordance with HIPAA and all other applicable federal and state laws and regulations governing the confidentiality and privacy of patient health information.