

Appendix B: In-House Health Platform Service Terms (“Terms”)

Last updated: January 15, 2026

These Terms are subject to quote, MSA, statement of work, or similar document signed by an authorized representative of each Party or a reseller or other designee thereof, in each case referencing these Terms (“MSA”).

1. DEFINITIONS. As used in these Terms:

1.1 **“Access Credentials”** means login information, passwords, and security controls through which Users access and use the In-House Health Software Service.

1.2 **“Affiliate”** means with respect to either Party on any applicable date of determination, any other entity directly or indirectly controlling, controlled by or under common control with such Party as of such date.

1.3 **“Aggregate Information”** means any information, data and/or metadata derived from use of the In-House Health Software Service that is not specific to a person, does not include personally identifiable information, and cannot be used, alone or in conjunction with other information, to identify any specific person and does not identify any In-House Health customer or user or company-specific name and that is stripped of all persistent identifiers, such as device identifiers, IP addresses and cookie IDs.

1.4 **“Agreement”** has the meaning set forth in the MSA.

1.5 **“Applicable Law”** means applicable laws, rules and regulations, including those with respect to marketing, social media, advertising, privacy, data.

1.6 **“In-House Health Software Service”** means the version of the Platform set forth in an MSA made generally commercially available by In-House Health to its customers, including all Updates.

1.7 **“In-House Health Technology”** means the computer software, computer code, scripts, application programming interfaces, methodologies, templates, tools, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions, third-party services, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Services.

1.8 **“Customer Content”** means all information, content, text, data and other materials transmitted, uploaded, or stored by Customer or its Users in the In-House Health Software Service or otherwise provided or made available to In-House Health through the Services. Customer Content expressly excludes all In-House Health Technology and In-House Health Software Service functionality, and all In-House Health-supplied information, content, text, data and other materials.

1.9 **“Documentation”** means text and/or graphical materials, whether in print or electronic form, that describe the features, functions and use of the In-House Health Software Service, and which are made available to Customer by In-House Health with the In-House Health Software Service.

1.10 **“Intellectual Property Rights”** means any and all now known or hereafter existing: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark and service mark rights and other similar rights in Marks, together with all goodwill related thereto; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout

design rights, design rights, and other proprietary rights of every kind and nature; and (f) registrations, applications, renewals, extensions, or reissues of the foregoing, in each case, in any jurisdiction throughout the world.

1.11 **“Marks”** means trademarks, service marks, logos, product names, service names, design marks, slogans and other indicia of origin.

1.12 **“Professional Services”** means the implementation and other professional services available from In-House Health as described in an MSA.

1.13 **“Services”** means the In-House Health Software Services, Support Services, and the Professional Services.

1.14 **“Subscription Term”** means the period of time set forth in an MSA.

1.15 **“Support Services”** means the support services to be provided by In-House Health as described in the MSA, if any.

1.16 **“Updates”** means all upgrades, enhancements, improvements, maintenance releases, additions, and modifications, of the In-House Health Software Service made generally commercially available to In-House Health’s customers at no additional charge as part of the In-House Health Software Service during the applicable Subscription Term.

1.17 **“Users”** means: (a) the employees, customers, brokers, sales agents, and contractors/consultants of Customer, excluding Customer Affiliates; (b) that are granted access by Customer to use the In-House Health Software Service; and (c) which have a bona fide need to use the In-House Health Software Service for Customer’s internal business purposes.

2. IN-HOUSE HEALTH SOFTWARE SERVICE.

2.1 **In-House Health Software Service.** Subject to and in accordance with this Agreement, including, without limitation, payment of all applicable fees, In-House Health will use reasonable commercial efforts to make the In-House Health Software Service available for use and access by Customer.

2.2 **Customer Access.** Customer acknowledges and agrees that Customer’s and its Users’ access and use of the In-House Health Software Service is dependent upon access to telecommunications and Internet services. Customer and Users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the In-House Health Software Service, including, without limitation, all costs, fees, expenses, and taxes of any kind related to the foregoing. In-House Health will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications or Internet services or any such hardware or software. In-House Health may provide notice to Customer from time to time of the version(s) of those products required in order to for Customer and its Users to use the In-House Health Software Service (e.g., supported browser versions).

2.3 **Modifications to the In-House Health Software Service.** In-House Health reserves the right to modify the In-House Health Software Service from time to time, including without limitation implementing Updates. If any such modification or Update materially and adversely reduces the functionality of the In-House Health Software Service, Customer may terminate any relevant MSA pursuant to Section 11.2(a). In-House Health may condition the implementation of new features, functionality or other modifications to the In-House Health Software Service on Customer’s payment of

additional fees, provided that the In-House Health generally charges other customers for such new features, functionality or other modifications.

2.4 Support Services. Subject to In-House Health's receipt of Customer's payment of all applicable subscription fees payable by Customer for the In-House Health Software Service, In-House Health shall provide Customer with Support Services. In-House Health shall have no obligation to support: (i) errors caused by Customer's or any User's misuse, negligence, abuse, misapplication, or other unpermitted actions or inactions; (ii) use of the In-House Health Software Service other than as specified in the Documentation; (iii) errors beyond the reasonable control of In-House Health; or (iv) any software or other technology other than the In-House Health Software Service.

2.5 Data Backup.

(a) In-House Health will follow its standard archival procedures for storage of Customer Content. In the event of any loss or corruption of Customer Content, In-House Health will use commercially reasonable efforts to restore the lost or corrupted Customer Content from the latest backup of such Customer Content maintained by In-House Health or its third-party service provider in accordance with its archival procedures.

(b) In-House Health will not be responsible for any loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Customer Content directly or indirectly arising from acts or omissions of Customer, its Users or a third party. IN-HOUSE HEALTH'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER CONTENT PURSUANT TO THIS SECTION 2.7 WILL CONSTITUTE IN-HOUSE HEALTH'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS, CORRUPTION, DESTRUCTION, ALTERATION, OR UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CUSTOMER CONTENT.

2.6 Data Security and Data Privacy. In-House Health agrees to maintain commercially reasonable data security policies, procedures, and controls. Each Party shall comply with the requirements of all applicable state, national and international laws and regulations and all applicable industry standards regarding the security, protection and confidentiality of personally identifiable information with respect to the use of or provision of the In-House Health Software Service, as applicable. In-House Health's privacy policy set forth at <https://inhouse.health/privacy> shall apply to all processing of information by Users of the In-House Health Software Service. In-House Health hereby acknowledges and consents to the practices disclosed therein.

2.7 Data Transmission. Customer, on its own behalf and on behalf of the applicable facilities, acknowledges that the Centers for Medicare & Medicaid Services ("CMS") maintains strict quarterly deadlines for its Payroll Based Journal Staffing Data Submission requirements as required under Section 6106 of the Affordable Care Act (hereinafter, the "PBJ"). To the extent PBJ support is contemplated in the MSA, Customer and In-House Health shall work in good faith to transmit and acquire all required data in appropriate formats for purposes of the PBJ. Customer shall transmit all required data to In-House Health for purposes of the PBJ related services no later than [fifteen (15)] calendar days following the close of each calendar quarter. Thereafter, In-House Health shall transmit the draft PBJ submission to Customer [ten (10)] calendar days prior to the PBJ submission deadline published by CMS for purposes of the PBJ submission. The Parties agree that no PBJ data shall be submitted to CMS until the Parties have confirmed via written or electronic certification from the applicable facility that the draft PBJ submission accurately reflects such facility's staffing and relevant metrics for purposes of the PBJ. In the event there are any errors or deficiencies identified in the draft PBJ submission, the Parties and the applicable facility shall work to correct such draft PBJ submission prior to filing. Customer and the applicable facility's failure to provide timely certification shall relieve In-House Health of any liability for late, missed, or inaccurate

filings.

3. ACCESS GRANT; LICENSES; OWNERSHIP.

3.1 Access Grant. Subject to Customer's compliance with the terms and conditions contained in this Agreement and the Documentation, In-House Health grants to Customer during the applicable Subscription Term a non-exclusive, non-transferable, worldwide, revocable, non-sublicensable right to allow Users to access and use the In-House Health Software Service for Customer's internal business purposes, subject to the use limitations in the relevant MSA.

3.2 Customer Content. Customer grants to In-House Health a non-exclusive, royalty-free, fully paid, worldwide license, under any and all of Customer's Intellectual Property Rights, to use, copy, execute, host, store, reformat and display the Customer Content for the sole purposes of enabling In-House Health to provide the Services to Customer and its Users hereunder. In addition, Customer agrees that In-House Health's third-party contractors and service providers may exercise the licenses granted to In-House Health in this Section 3.2 for the sole purpose of performing services for or on behalf of In-House Health in connection with the provision of Services to Customers. Customer

acknowledges that if Customer desires to protect Customer's transmission of Customer Content to In-House Health, it is Customer's sole responsibility to use a secure encrypted connection to communicate with and/or use or receipt of the Services.

3.3 Users. Customer may grant access to the In-House Health Software Service only to those Users who have been assigned unique Access Credentials. Customer shall be solely responsible for ensuring that all Users comply with the terms of this Agreement. Customer will promptly notify In-House Health of any suspected, alleged, or actual violation of the terms and conditions of this Agreement and will cooperate with In-House Health with respect to: (i) investigation by In-House Health of any suspected, alleged, or actual violation of this Agreement; and (ii) enforcement of this Agreement. In-House Health may suspend or terminate any User's access to the In-House Health Software Service upon notice to Customer in the event In-House Health reasonably determines that such User has violated any terms of this Agreement. Customer will at all times be responsible for all actions taken under a User's account and for any breach of this Agreement by its Users. All acts and omissions of Users are deemed to be those of Customer.

3.4 Feedback. In the event Customer or its Users provide In-House Health any ideas, thoughts, criticisms, suggestions, enhancement requests, techniques, know-how, comments, feedback or other input related to any Services (collectively "**Feedback**"), including in response to any product plans or roadmaps shared with Customer, Customer hereby grants to In-House Health a worldwide, royalty-free, fully paid, perpetual, exclusive, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same without restriction or obligation of any kind, on account of Confidential Information, Intellectual Property Rights or otherwise, and In-House Health may incorporate into the Services and/or any other service, product, technology, enhancement, documentation or other development incorporating or derived from any Feedback ("**Improvement**") with no obligation by In-House Health to license or make available the Improvement to Customer or any other person or entity.

3.5 Ownership.

(a) The In-House Health Confidential Information, In-House Health Software Service, the In-House Health Technology, and the Documentation, and all worldwide Intellectual Property Rights in each of the foregoing and all modifications thereto and derivative works thereof, are the exclusive property of In-House Health and its suppliers. Except for the rights and licenses expressly granted herein, all rights in and to all of the foregoing are reserved by In-House Health and its suppliers and no implied licenses are granted by the terms of this Agreement and no license rights shall be created by implication or estoppel with respect thereto. Nothing in this Agreement will be deemed to grant to Customer any right to receive a copy of software underlying the In-House Health Software Service, or any other In-House Health Technology, in either object code or source code form. In-House Health's name and logo, and all In-House Health product and services names, including the name of the In-House Health Software Service and any product or service associated with it, are trademarks of In-House Health or its licensors, and no right or license to use them is granted in this Agreement. Further, Customer acknowledges and agrees that In-House Health owns all right, title and interest in and to the Aggregate Information it develops and may use Aggregate Information to provide and improve In-House Health's products and services, and for sales, marketing and other business purposes.

(b) The Customer Confidential Information and Customer Content, and all worldwide Intellectual Property Rights in the Customer Content and all modifications and derivative works thereof, are the exclusive property of Customer and its suppliers. Except for the rights and licenses expressly granted herein, all rights in and to all of the foregoing are reserved by Customer and its suppliers. Customer hereby grants In-House Health a worldwide, perpetual, irrevocable, royalty-free, fully paid up, nonexclusive, right and license (with right of sublicense) to use and copy all Customer Content for purposes of performing under this Agreement.

4. CUSTOMER RESPONSIBILITIES.

4.1 Registration Data; Access Credentials. Customer shall: (1) keep all Access Credentials secure and confidential; (2) not to allow any of Customer's Users to provide their Access Credentials to anyone else; and (3) not permit others to use Customer's Access Credentials. Customer will immediately notify In-House Health if it learns of any unauthorized access to or use of the In-House Health Software Service, Customer's account or any Access Credentials assigned to Customer or its Users, or if Customer learns of any other known or suspected breach of security with respect to any Services, Customer's account or any Access Credentials assigned to Customer. In-House Health reserves the right, in its sole discretion and without liability to Customer or its Users, to take any action In-House Health deems reasonable to ensure the security of any Services, In-House Health Technology, and Customer's Access Credentials and account, including terminating Customer's access or the access of any of Customer's Users, changing passwords, or requesting additional information to authorize activities related to Customer's account.

4.2 Restrictions. Customer will not, directly or indirectly, and will ensure that its Users do not: (a) provide access to or use of the In-House Health Software Service or Documentation to any third-party technical contractor or consultant, or to any third party that is not an authorized User; (b) copy, adapt, alter, modify, improve, translate or create derivative works of the In-House Health Software Service, In-House Health Technology or Documentation; (c) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code or underlying ideas or algorithms to all or any portion of the In-House Health Software Service; (d) license, sublicense, sell, resell, rent, lease, transfer, assign, sublicense, distribute, time share or otherwise commercially exploit or otherwise provide or make the In-House Health Software Service or Documentation available to any third party (including, without limitation, offering the In-House Health Software Service to third parties on an application service provider or time-sharing basis, or otherwise providing third-party hosting, or third-party application integration or application service provider-type services, or for any similar services); (e) use the In-House Health Software Service in any manner inconsistent with this Agreement; (f) challenge, directly or indirectly, the right, title and/or interest of In-House Health in and to the In-House Health Software Service, In-House Health Technology or Documentation, or any In-House Health registration related thereto; (g) without In-House Health's prior written consent conduct any technical security integrity review, penetration test, or vulnerability scan; (h) access the In-House Health Software Service by any means other than through the interface that is provided by In-House Health for use in accessing the In-House Health Software Service; (i) deep-link to any In-House Health Technology for any purpose (other than In-House Health's home page), unless expressly authorized in writing by In-House Health; (j) impersonate any other user of the Services; or (k) use the Services in violation of any Applicable Laws or Third Party Agreements. Customer agrees not to use, and not to knowingly display, distribute, or otherwise make content or information derived from the Services available to any entity for the purpose of: (i) conducting or providing surveillance or gathering intelligence; (ii) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual

for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual users' reasonable expectations of privacy; or (iii) targeting, segmenting, or profiling individuals based on sensitive personal information, including health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by Applicable Law. In-House Health shall have the right to terminate this Agreement and any Order immediately, if In-House Health reasonably suspects that Customer has violated any of the restrictions in this Section 4.

4.3 Customer Content Restrictions. Customer is responsible for providing all Customer Content. Customer represents, warrants and covenants: (a) that Customer has all rights and licenses necessary to upload the Customer Content to the In-House Health Software Service, and to grant the rights to use the Customer Content for purposes of performing any Services for Customer; and (b) that the Customer Content:

- (i) will not and does not infringe any patent, copyright, trademark, trade secret, or other Intellectual Property Rights (defined below) or proprietary right;
- (ii) will not and does not violate the privacy, publicity, or other right of any third party, or any other law, statute, ordinance or regulation;
- (iii) will not and does not disclose or provide information protected under any law, agreement or fiduciary relationship, including but not limited to, payment card data, information subject to HIPAA or other regulatory requirement, or other proprietary or confidential information of any third party;
- (iv) will not and does not contain or transmit any virus, Trojan horse, spyware, malware, worm, time bomb, cancelbot, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and
- (v) will not and does not enable, permit, advocate or encourage any illegal activity or any conduct that would, or would be likely to, violate any applicable law or regulation or give rise to civil liability.

4.4 Customer Data Warranty and Responsibilities. Customer, on behalf of itself and the facilities, represents and warrants that all data provided to In-House Health relevant for submission to CMS for purposes of PBJ submission is accurate, complete, verifiable, and meets PBJ requirements. Customer acknowledges that In-House Health will not perform an independent audit of the data created by Customer and received by In-House Health. Customer shall maintain all original timecards, proof of payment, and records relevant to PBJ for a period of at least ten (10) years and shall produce such documentation immediately upon request by In-House Health or any state or federal regulatory agency.

5. PROFESSIONAL SERVICES; THIRD PARTY FEATURES.

5.1 Professional Services, Generally. In-House Health will use commercially reasonable efforts to perform Professional Services in accordance with the MSA and consistent with generally accepted industry standards. In-House Health's sole and exclusive obligation and Customer's sole and exclusive remedy for any breach of the foregoing will be for In-House to use commercially reasonable efforts to promptly reperform the applicable Professional Services.

5.2 Third Party Features, Services and Content. Customer acknowledges and agrees that use of any third-party features, services, content, or materials as may be supplied or made available by In-House Health either in or accessible through the In-House Health Software Service or otherwise by In-

House Health (“**Third-Party Products and Services**”) or any content that In-House Health collects on Customer’s behalf from any Third-Party Products and Services (“**Third-Party Content**”) shall be subject to any applicable third-party terms and conditions made available to Customer with such third-party features, services, content, or materials (the “**Third Party Agreement**”), and In-House Health shall have no liability for any damage or loss caused by such Third-Party Products and Services, Third-

Party Content, or any other related features, services, content, or materials or for the use or performance thereof. Customer hereby acknowledges and agrees that each Third Party Agreement applies to Customer's and all Users' use of any Third-Party Products and Services, Third-Party Content, or any other related features, services, content, or materials, and Customer agrees to comply, and require its Users to comply, with all Third Party Agreements. ALL THIRD-PARTY PRODUCTS AND SERVICES AND THIRD-PARTY CONTENT ARE PROVIDED ON AN "AS-IS" BASIS AND IN-HOUSE HEALTH HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIRD-PARTY PRODUCTS AND SERVICES AND THIRD-PARTY CONTENT.

5.3 Customer Responsibilities. Customer shall provide all assistance, technical information and decisions to the In-House Health, as reasonably required by In-House Health in sufficient time to facilitate the execution of Services in accordance with any estimated delivery dates or milestones. Customer agrees to work closely with In-House Health to provide regular information and feedback so In-House Health can effectively perform Services. Customer will have sole responsibility for and will ensure the accuracy, completeness, and correctness of all information provided to In-House Health, including login information and passwords to access third-party accounts necessary for In-House Health to perform Services. Customer will be solely responsible for monitoring, operating, maintaining and managing the content of any such third-party accounts. Customer represents and warrants that there are no agreements or arrangements, written or oral, by which Customer is bound that would be breached upon execution or performance of this Agreement by either Party, that would restrict, interfere or conflict with the either Party's obligations under this Agreement or that would diminish either Party's rights granted under this Agreement. Customer shall comply with all the terms, conditions, obligations, and restrictions in this Agreement. Customer shall at all times conduct its activities under this Agreement in full compliance with all Applicable Law and any Third Party Agreements, including any terms of use and other terms, guidelines, and policies for all other platforms used in performing under this Agreement, including those in connection with Third-Party Products and Services and Third-Party Content.

5.4 Third-Party Content. In providing Customer with the Services, Customer acknowledges and agrees that: (i) Customer acts as a data controller and In-House Health acts as a data processor with respect to any Third-Party Content, (ii) Customer authorizes and instructs In-House Health to enable integrations with Third-Party Products and Services, to enter into Third Party Agreements for the purpose of enabling such integrations and to process any personal data accessed via such integrations on Customer's behalf, and (iii) Customer is responsible for complying with any applicable Third Party Agreement (including, but not limited to, any applicable developer policies) and any Applicable Laws in the creation or use of Third-Party Content.

6. FEES AND PAYMENT.

6.1 Fees. In consideration for the rights granted hereunder, Customer will pay to In-House Health the fees set forth in each MSA in accordance with the payment schedule set forth in such MSA. Except as set forth in the MSA, all fees will be subject to automatic 5% annual increases during each year of the applicable Subscription Term (including renewals). Customer is responsible for payment of all subscription fees for all Users granted access during the Subscription Term, whether or not such User has actually accessed the In-House Health Software Service during the Subscription Term.

6.2 Payment. All fees will be invoiced as set forth on the MSA. All fees are nonrefundable, except as expressly otherwise set forth herein, and will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any fees that are not paid when due are subject to interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the

due date until paid. In the event of any dispute of an invoice, Customer shall notify In-House Health in writing within fifteen (15) days of receipt of the invoice of the disputed amount and the reason for the dispute, and the Parties agree to negotiate promptly and in good faith a reasonable settlement of the disputed amount. Amounts not disputed within such fifteen (15) day period will be deemed valid and may not later be disputed.

6.3 Taxes. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes), if any, associated with this Agreement or Customer's receipt or use of the In-House Health Software Service, except for taxes based on In-House Health's net income, employees or property. In the event that In-House Health is required to collect or pay any tax for which Customer is responsible, In-House Health will invoice Customer and Customer will pay such taxes and duties directly to In-House Health unless Customer provides In-House Health with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. CONFIDENTIALITY

7.1 Confidential Information. Each Party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other Party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including without limitation, technical, marketing, financial, employee, planning, the existence and terms of this Agreement, and other confidential or proprietary information regardless whether disclosed orally, in writing or visually, or that is learned by the Receiving Party from observing the In-House Health Software Service ("**Confidential Information**"). For the avoidance of doubt, In-House Health's pricing, In-House Health Software Service functionality, features, capabilities and product road maps, In-House Health Software Service, Documentation and In-House Health Technology all constitute Confidential Information of In-House Health. Customer Content constitutes Confidential Information of Customer.

7.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a bona fide need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will: (a) protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care; and (b) promptly advise the Disclosing Party upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or of any breach of this Agreement, including, without limitation, the misappropriation of the Confidential Information. Both Parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Section 7 (Confidentiality) and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek: (i) an injunction restraining such breach, without being required to show any actual damage or to post security or other bond; or (ii) a decree for specific performance of the applicable provision of this Agreement. Notwithstanding the termination or expiration of this Agreement, the obligations of the Receiving Party, with respect to the Confidential Information of Disclosing Party, shall be in full force and effect as follows: (A) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain

as a trade secret; or (B) in the case of any other information or materials, during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement.

7.3 Exceptions. The Receiving Party's obligations under this Section 7 will not apply to any portion of the Disclosing Party's Confidential Information, if the Receiving Party can provide contemporaneous documentation that such information: (a) was lawfully known to the Receiving Party prior to the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is or has become through no fault of the Receiving Party generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, and without reliance on any individual who has or had access to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly in writing, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7.4 Return of Confidential Information. The Receiving Party shall return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's and its third-party contractors' possession or control, and shall permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party shall certify in writing signed by an officer of the Receiving Party that the Receiving Party has fully complied with its obligations under this Section 7.4. Notwithstanding the foregoing, Customer acknowledges that In-House Health may retain a copy of the Customer Content in accordance with In-House Health's record retention guidelines.

8. WARRANTIES.

8.1 Warranties by Both Parties. Each Party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement, and this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with this Agreement's terms; (b) the person signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement; and (c) it will perform its obligations or exercise its rights hereunder in conformance with all Applicable Laws, including, without limitation, those related to privacy and data security.

8.2 In-House Health Professional Services and Support Services Warranty. In-House Health represents and warrants that it will use commercially reasonable efforts to perform Professional Services and Support Services in a professional and workmanlike manner, consistent with generally accepted industry standards. In-House Health's sole and exclusive obligation and Customer's sole and exclusive remedy for any breach of the foregoing will be for In-House to use commercially reasonable efforts to promptly reperform the applicable Professional Services or Support Services.

8.3 In-House Health Software Service Warranty. In-House Health represents and warrants that the In-House Health Software Service does and will include the functionality described in the Documentation. In the event of a breach of the foregoing representation or warranty, Customer's sole

and exclusive remedy and In-House Health's sole liability shall be to modify the In-House Health Software Service so that it is conforming to the Documentation. Notwithstanding the foregoing, In-House Health shall have no liability for any nonconformity resulting from Customer's or any of its Users' act or omission, or from any Third-Party Content or Customer Content or interoperability of Customer infrastructure or Third-Party Content or Customer Content with the In-House Health Software Service.

8.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8 (WARRANTIES), IN-HOUSE HEALTH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION REGARDING THE IN-HOUSE HEALTH SOFTWARE SERVICE OR THE IN-HOUSE HEALTH TECHNOLOGY OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND IN-HOUSE HEALTH EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS, AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

IN-HOUSE HEALTH SHALL NOT BE RESPONSIBLE FOR ENSURING, AND DOES NOT REPRESENT OR WARRANT THAT: (I) THE IN-HOUSE HEALTH SOFTWARE SERVICE WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE IN-HOUSE HEALTH SOFTWARE SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED, OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; OR (III) ALL DEFICIENCIES IN THE IN-HOUSE HEALTH SOFTWARE SERVICE CAN BE FOUND OR CORRECTED. IN-HOUSE HEALTH WILL NOT BE RESPONSIBLE FOR: (A) ANY FAILURE TO MEET THE IN-HOUSE HEALTH SOFTWARE SERVICE WARRANTY OF SECTION 8.2 CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER OR ANY USER, OR CAUSED BY INTEROPERABILITY OF CUSTOMER CONTENT OR CUSTOMER INFRASTRUCTURE WITH THE IN-HOUSE HEALTH SOFTWARE SERVICE; (B) LOSS OR CORRUPTION OF DATA; OR (C) THE INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH THE IN-HOUSE HEALTH SOFTWARE SERVICE DUE TO ANY INTERNET OR NETWORK FAILURE.

IN-HOUSE HEALTH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S AND ITS USERS' USE OF AND ACCESS TO THE IN-HOUSE HEALTH SOFTWARE SERVICE IS IN ACCORDANCE WITH APPLICABLE LAW.

9. INDEMNIFICATION.

9.1 In-House Health Indemnity. In-House Health shall at In-House Health's expense defend, indemnify and hold Customer and its affiliates, employees, officers and directors harmless from and against any liability, loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit, or proceeding brought by a third party ("Claim") against Customer or its officers, directors or employees contending that Customer's use of the In-House Health Software Services in accordance with the Documentation or Deliverables in accordance with this Agreement infringes any valid Intellectual Property Right of a third party, and In-House Health shall pay all damages finally awarded by a court of competent jurisdiction or agreed to by In-House Health in settlement of the Claim. In the event that the In-House Health Software Service, any Deliverable, or any part thereof becomes – or, in In-House Health's sole opinion, is likely to become the subject of an infringement-related Claim: (a) In-House Health may at its option and expense procure for Customer the right to continue using the In-House Health Software Service or Deliverable, or modify the In-House Health

Software Service or Deliverable to make it non-infringing; or (b) if Section 9.1(a) is not commercially reasonable, then In-House Health may terminate this Agreement and all MSAs with notice to Customer, and In-House Health will provide Customer with a refund of any pre-paid fees for the unexpired portion of the remaining Subscription Term. In-House Health shall have no liability for any Claim or demand arising from: (i) an allegation that does not state with specificity that the In-House Health Software Service or Deliverable is the basis of the Claims; (ii) the use or combination of the In-House Health Software Service or Deliverable or any part thereof with software, hardware, or other materials not developed by In-House Health, if the In-House Health Software Service or Deliverable or use thereof would not infringe without such combination; (iii) modification of the In-House Health Software Service or Deliverable by a party other than In-House Health, if the use of unmodified In-House Health Software Service or Deliverable would not constitute infringement; (iv) a breach by Customer or any User of any obligation under this Agreement, or a use of the In-House Health Software Service or Deliverable by Customer or any User in a manner outside the scope of any right granted herein or not in accordance with the Documentation, if the claim would not have arisen but for such breach or unauthorized use; (v) an allegation made against Customer arising out of or related to any Customer Content or Third-Party Content; or (vi) an allegation made against Customer prior to the execution of this Agreement or any allegation based upon any action by Customer prior to the execution of this Agreement. **The foregoing states In-House Health's entire liability and Customer's exclusive remedy for intellectual property rights infringement.**

9.2 Customer Indemnity. Customer shall at Customer's expense defend, indemnify and hold In-House Health, its affiliates, employees, officers, and directors harmless from and against any liability, loss, or damage (including reasonable attorneys' fees) incurred in connection with any Claim: (i) arising out of or related to any Customer Content or Third-Party Content, including without limitation any claim that any Customer Content or Third-Party infringes the Intellectual Property Right of, or has otherwise harmed, a third party; (ii) arising in connection with any Third-Party Product and Services or any Third Party Agreement; (iii) based upon Customer's or any User's use or receipt of any Services or Deliverables not in accordance with the terms hereof, or not in accordance with the Documentation, or in violation of Section 3, 4, or 5; (iv) based upon Customer's breach of this Agreement; (v) arising out of Customer's negligent or more culpable acts or omissions; or (vi) based on any failure or alleged failure of the Customer or any User to comply with any Applicable Law in connection with its use of the In-House Health Software Service or receipt of any other Services, including without limitation any data privacy and security laws. (vii) any inaccuracies, omissions, or misrepresentations in the PBJ data provided to In-House Health; (viii) any civil monetary penalties, overpayment demands, or False Claims Act settlements arising from the PBJ submission & Stars Management Services; or (ix) any loss of federal or state reimbursement or bonus payments resulting from a change in a facility's Five-Star Quality Rating.

9.3 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified Party: (a) notifying the indemnifying Party promptly in writing of each Claim; (b) reasonably cooperating and assisting in the defense of each Claim at the indemnifying Party's expense; and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying Party; provided, that the indemnifying Party may not settle any claim that imposes any duty on or diminishes any right of the indemnified Party without the indemnified Party's prior written consent.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A PARTY'S AGGREGATE TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS WHETHER ARISING UNDER STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY**

**CUSTOMER TO IN-HOUSE HEALTH UNDER THE APPLICABLE MSA UNDER WHICH THE CLAIM AROSE
DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF**

ACTION AROSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT, AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

10.2 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY (A) LOSS OF ACTUAL OR ANTICIPATED PROFITS, (B) LOSS OF BUSINESS, (C) LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA, (D) LOSS OF USE, (E) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, (F) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS WHETHER (I) ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, (II) THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (III) SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.

10.3 Exclusions. The foregoing limitations shall not apply to: (i) amounts payable by Customer to In-House Health under any MSA; (ii) liability arising from the indemnification obligations in Section 9; (iii) violation or misappropriation of a Party's Intellectual Property Rights; (iv) damages arising from a breach by Customer of Section 3, 4, or 5; or (v) damages arising from a Party's gross negligence or wilful misconduct.

10.4 Savings Clause. **SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE LIMITATIONS HEREIN MAY NOT APPLY.** Neither Party shall be responsible or liable for any loss, damage or inconvenience suffered by the other or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of the other Party to comply with its obligations under this Agreement.

10.5 Limitation of Action. To the maximum extent permitted by applicable law, and except for any action for non-payment or for breach of either Party's Intellectual Property Rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than one (1) year after the cause of action has accrued.

10.6 Allocation of Risk. Each Party acknowledges that the fees set forth in this Agreement reflect the allocation of risk between the Parties – including the disclaimer of warranties in Section 8.3, the limitation of liability in Section 10.1, and the exclusion of consequential and related damages in Section 10.2 –, and that the other Party would not enter into this Agreement without these limitations on its liability.

10.7 Limitation of Liability relating to CMS Five-Start Quality Rating System. To the extent PBJ support is contemplated in the MSA, In-House Health makes no guarantee, express or implied, that the PBJ submission and Stars Management Services will result in a specific rating under the CMS Five-Star Quality Rating System. Under no circumstances shall In-House Health be liable for any direct, indirect, consequential, or special damages, including but not limited to loss of reimbursement from Federal health care programs, or penalties resulting from a change in any facility's rating under the Five-Star Quality Rating System.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement will commence on the Effective Date and remain in effect until all MSAs have terminated or expired, or until earlier termination of this Agreement as provided in this Section 11 (the "Term"). The Subscription Term for each MSA shall be as set forth therein, and, except as set forth in the MSA, shall automatically renew for successive one (1) year periods unless either party provides the other party with a notice not to renew the MSA at least 30 days prior to the end of the

then-current term. Upon termination of this Agreement for any reason, all MSAs shall immediately terminate. However, termination or expiration of any MSA shall not necessarily cause the termination or expiration of this Agreement.

11.2 Termination.

(a) Any MSA may be terminated by Customer in accordance with Section 2.4 by providing detailed, written notice to In-House Health within five (5) days after any modification to the

In-House Health Software Service that materially and adversely reduces the functionality of the In-House Health Software Service, provided that:

(i) In-House Health shall have an additional ninety (90) day cure period, or such other period of time as mutually agreed upon by the Parties ("Cure Period"), after receipt of Customer's notice to remedy such reduction in functionality;

(ii) Customer shall fully cooperate with In-House Health's reasonable requests for information regarding any such reduction in functionality; and

(iii) Such termination shall not be effective, if In-House Health substantially remedies such reduction in functionality within the Cure Period.

(b) This Agreement or any MSA may be terminated by In-House Health if Customer fails to timely make any payment due hereunder and fails to cure such default within fifteen (15) days after receiving notice in writing from In-House Health of such failure (regardless whether In-House Health avails itself of its right to suspend the In-House Health Software Service pursuant to Section 11.4 hereof).

(c) This Agreement or any MSA may be terminated by either Party (the "Non-breaching Party") upon written notice containing an explanation of the alleged breach to the other Party (the "Breaching Party"), if the Breaching Party breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

11.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other, in the event that: (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed by a third party, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of the other Party's creditors. Upon termination of the Agreement by Customer due to In-House Health's bankruptcy or insolvency, In-House Health shall refund to Customer any pre-paid fees previously paid by Customer for services not performed as of the date of termination.

11.4 Suspension of Services. At any time during the Term, In-House Health may immediately upon notice to Customer, and in In-House Health's sole reasonable discretion, suspend In-House Health's performance under this Agreement and any MSA or may suspend any and all Users' access to the In-House Health Software Service for any of the following reasons: (a) breach or threatened breach of Section 4.1 or Section 4.2; (b) a reasonable threat to the technical security or technical integrity of the In-House Health Software Service exists as determined by In-House Health in its sole and absolute discretion, provided that In-House Health promptly recommences performance upon the cessation of the threat; or (c) if any amount due under any MSA is not received by In-House Health within fifteen (15) days after it was due, and In-House Health provided written notice of same.

11.5 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to In-House Health prior to the effective date of termination. In the event of termination by Customer pursuant to Sections 11.2(a), 11.2(c), or 11.3, In-House Health shall refund to Customer on a pro-rata basis any prepaid fees paid by Customer for the remainder of the then current Subscription Term under the terminated MSAs. In the event of termination by In-House Health

pursuant to Sections 11.2(b) 11.2(c) or 11.3, all amounts payable by Customer under this Agreement and all MSAs will become immediately due and payable.

11.6 Early Termination. Customer acknowledges and agrees that certain Fees are nonrefundable, such as custom set-up fees. Customer agrees that such Fees shall be deemed fully earned upon receipt and there shall be no refund, rebate, or discount for any reason. In the event of termination of this Agreement by Customer for any reason at any time prior to the expiration of initial term set forth on the Order, Customer shall pay In-House Health, within thirty days of the date of Customer's notice of termination, an amount set forth on the Order. Customer acknowledges and agrees that any such early termination fee is calculated in recognition of In-House Health's commitment to provide sufficient space to provide the Services and the difficulty and cost involved with securing new business to replace Customer. Accordingly, such early termination fees (a) represent a fair, reasonable, and proportionate approximation of In-House Health's damages caused thereby and do not constitute a penalty, and (b) shall be the sole damages available to In-House Health for Customer's early termination, but the liquidated damages shall not preclude In-House Health's exercise of (i) other non-monetary remedies that may be available for such default, including termination of a Order or this Agreement or equitable relief, (ii) other monetary remedies that may be available after termination of a Order or this Agreement, or (iii) any remedies (monetary or otherwise) available for other defaults that occur concurrently with, before, or after such early termination.

11.7 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of an MSA or this Agreement, Customer's and its Users' rights to access and use the In-House Health Software Service will immediately terminate, and Customer and its Users will immediately cease all use of the In-House Health Software Service. In-House Health may destroy any Customer Content in its possession or control; provided, that Customer shall have at least thirty (30) days following the effective date of the expiration or termination of an MSA or this Agreement to download its Customer Content from the In-House Health Software Service. Notwithstanding the foregoing, In-House Health will not provide access to the Customer Content from Customer's account if In-House Health believes that such Customer Content violates the rights of In-House Health or third parties, or if Customer has not paid all undisputed fees owing to In-House Health. In-House Health shall have no liability to Customer or any third party for any termination or expiration of this Agreement.

11.8 Survival. Sections 1, 3.4, 3.5, 5.7, 5.8, 5.9, 6, 7, 8.3, 9, 10, 11.5, 11.6, and 12 shall survive any termination or expiration of this Agreement.

12. GENERAL.

12.1 Disputes. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Colorado, other than such Applicable Laws (including case law) that would require or permit the application of Applicable Laws of any jurisdiction other than those of the State of Colorado. Any litigation under this Agreement shall be brought and maintained in the appropriate courts in the Denver, Colorado. Each Party irrevocably submits to the exclusive jurisdiction of these courts, agrees to file all pleadings in connection with the subject matter of this Agreement in such courts, and waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in such courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.2 Export; Anti-Corruption. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the In-House Health Software Service. Without limiting the foregoing: (a) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) Customer shall not permit Users to access or use In-House Health Software Service in violation of any U.S. export embargo, prohibition or restriction. Both Parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act and/or the Organization for Economic Cooperation and Development prohibiting foreign bribery and improper payments. Without limiting the generality of the foregoing, Each Party represents and warrants that it has not and shall not at any time during the Term of the Agreement pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to or for the benefit of any government official, political party, or candidate for political office, or any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with this Agreement.

12.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.4 Waiver; Remedies. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

12.5 Entire Agreement. To the maximum extent permitted by applicable law, this Agreement, together with the documents referenced herein, constitute the entire agreement between the Parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this Agreement, unless such untrue statement was made fraudulently. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted. Customer acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality or features not specified herein or in an MSA, or dependent upon any oral or written, public or private comments made by In-House Health with respect to future functionality or features for the In-House Health Software Service. In the event of any conflict between the provisions in this Agreement and any MSA, the terms of such MSA shall prevail. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.6 Attorney's Fees. Customer shall pay on demand all of In-House Health's reasonable attorney fees and other costs incurred by In-House Health to enforce this Agreement or to collect any fees or charges due In-House Health under this Agreement following Customer's breach of its payment obligations under this Agreement.

12.7 No Assignment. Neither Party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. For the avoidance of doubt, a change of control, merger or other consolidation, acquisition or reorganization of Customer shall be deemed an assignment hereunder and is not permitted without In-House Health's prior written consent, which may be reasonably withheld or conditioned in In-House Health's sole and absolute discretion. Notwithstanding the foregoing, without Customer's prior consent, In-House Health may: (a) assign this Agreement in connection with a merger, acquisition, reorganization or change of control, including without limitation a sale of all or substantially all of In-House Health's assets, stock or business; and (b) engage third party subcontractors, service providers or agents in performing In-House Health's duties and exercising its rights hereunder. The terms of this Agreement will be binding upon the Parties and their respective successors and permitted assigns.

12.8 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement, if, and only if, such delay is caused by a labor dispute, strike, shortage of materials, fire, earthquake, flood, terrorism, Internet disruption, failure of an ISP, utility or telecommunications disruption, denial of service attack, failure of supplier, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts under the circumstances to notify the other Party of the cause of such delay and to resume performance as soon as commercially practicable.

12.9 Independent Contractors. In-House Health's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other Party.

12.10 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories, and is not intended to benefit any third party. Only the Parties to this Agreement may enforce it.

12.11 Notices. All notices under this Agreement shall be in writing. All notices shall be given and deemed effective: (a) by delivery in person; (b) by a nationally recognized next day courier service with tracking notice of delivery; (c) by first class, registered or certified mail, postage prepaid with tracking notice of delivery; (d) by facsimile with explicit acknowledgment of receipt by the intended recipient; or (e) by electronic mail to the address of the Party specified in this Agreement or an MSA with explicit acknowledgment of receipt by the intended recipient (other than an automated response). Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

12.12 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. A manually or electronically signed copy of this Agreement or any MSA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement or the MSA.

12.13 Construction. The titles of the sections of this Agreement are for convenience of reference only, and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole; (b) "or" has the inclusive meaning frequently identified with the phrase "and/or"; (c) "including" has the inclusive meaning frequently identified with the phrase "including but

not limited to" or "including without limitation"; and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party, and that ambiguities shall not be interpreted against the drafting Party.

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