



Zen SaaS Agreement – Non-PHI

This Zen SaaS Agreement – Non-PHI (this “Agreement”) is entered into by and between Zen Healthcare IT, LLC, a Delaware limited liability company with its principal place of business at 9648 Crestedge Dr., Dallas, Texas 75238 (“Zen”), and the person or entity identified during registration and checkout on Zen’s website (“Client”). This Agreement governs Client’s access to and use of Zen Command Center and the Application(s) made available through it, as selected by Client pursuant to a Plan.

BY CLICKING “I AGREE” (OR A SIMILAR ACKNOWLEDGMENT), CREATING AN ACCOUNT, SUBMITTING PAYMENT INFORMATION, OR OTHERWISE ACCESSING OR USING THE ZEN TECHNOLOGY, CLIENT AGREES TO BE BOUND BY THIS AGREEMENT AS OF THE DATE OF SUCH ACTION (THE “EFFECTIVE DATE”). IF CLIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THE INDIVIDUAL ACCEPTING THIS AGREEMENT REPRESENTS THAT THEY HAVE AUTHORITY TO BIND THAT ENTITY. IF CLIENT DOES NOT AGREE TO THESE TERMS, CLIENT MUST NOT ACCESS OR USE THE ZEN TECHNOLOGY.

This Agreement, together with the Plan selected by Client and Zen’s then-current published pricing, tier, and feature information for the Application(s) (each as may be updated from time to time and incorporated herein by reference), constitutes the entire agreement between the parties regarding Client’s subscription to and use of the Zen Technology.

TERMS AND CONDITIONS

1. **Definitions:** Unless otherwise defined elsewhere in this Agreement, each of the following terms shall have the meaning stated below
 - a. **Aggregated Data:** “Aggregated Data” means data derived from Client Data and/or Client’s use of the Zen Technology that has been aggregated and/or de-identified such that it does not identify Client and does not reveal Client’s Confidential Information.
 - b. **Application(s):** “Application(s)” means each non-PHI software-as-a-service offering made available by Zen through Command Center for which Client has an active Plan, together with any additional non-PHI-oriented applications Zen may make available

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through Command Center from time to time. Application(s) excludes any offering made available through Command Center that is designed or intended to process Protected Health Information (as defined by HIPAA), regardless of whether such offering is made available to Client under a separate agreement.

- c. Authorized User: “Authorized User” means an individual to whom Client has granted access credentials (including a unique email address and multi-factor authentication) to access and use Command Center and the Application(s) on Client’s behalf. If Client is a natural person, Client itself may act as an Authorized User.
- d. Client Data: “Client Data” means any data, information, or content that Client or an Authorized User submits, uploads, configures, or otherwise inputs into the Zen Technology, including without limitation alert configurations and rules within Zen Insight.
- e. Command Center: “Command Center” or “CC” means Zen’s web-based portal through which Client and Authorized Users authenticate and access the Application(s). Command Center is made available as part of, and is not separately sold or billed apart from, Client’s Application subscription(s).
- f. Confidential Information: “Confidential Information” means non-public information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including without limitation the Zen Technology, its underlying architecture and performance characteristics, and pricing terms not generally published by Zen. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party prior to disclosure; (iii) is rightfully received from a third party without a duty of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.



- g. Documentation: “Documentation” means Zen’s user guides, help materials, and other documentation, whether in paper or electronic form, for the Zen Technology generally made available to Client.
- h. Effective Date: “Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.
- i. Plan: “Plan” means the specific Tier(s), Application(s), and any add-on features or capacity (“Packs”) selected by Client at checkout on Zen’s website, subsequently through Command Center, or as otherwise indicated on a Zen purchase order form, together with the fees associated therewith.
- j. Tier: “Tier” means a level of subscription (for example, Basic, Essential, Professional, Enterprise, or Custom) offered by Zen for an Application, as described on Zen’s website, which determines the features, capacity, and pricing available to Client for that Application.
- k. Zen Technology: “Zen Technology” means, collectively, Command Center, the Application(s), and all related software, interfaces, and Documentation provided by Zen, together with all intellectual property rights therein. Zen Technology excludes Client Data.
- l. Third-Party Data: “Third-Party Data” means data, lists, directories, or other content made available to Client through an Application that is owned or licensed by a party other than Zen, including without limitation the provider listings and directory information made available through Zen Provider Directory.

2. Access to and Use of the Zen Technology:

- a. License Grant: Subject to Client’s compliance with this Agreement and timely payment of applicable fees, Zen grants Client a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Zen Technology during the Term, solely for Client’s internal business purposes and solely to the extent of the Application(s) and Tier(s) included in Client’s Plan. This license extends to Command Center as the access layer through which the Application(s) are delivered, notwithstanding that Command Center is not separately sold.



- b. Authorized Users: Access to Command Center and the Application(s) requires an individual Authorized User account secured by a unique email address and multi-factor authentication. Client is responsible for: (i) all activity occurring under its Authorized Users' credentials; (ii) maintaining the confidentiality of login credentials; (iii) promptly deactivating, or notifying Zen to deactivate access for any Authorized User who no longer requires it; and (iv) ensuring its Authorized Users comply with this Agreement. Credentials may not be shared among multiple individuals. Any sharing of login credentials among multiple individuals, or any other violation of this Section 2(b), is grounds for immediate suspension or termination of the applicable Authorized User's access and, in Zen's discretion, of Client's access to the affected Application(s), notwithstanding Section 5(d).
- c. Usage Restrictions: Client will not, and will not permit any Authorized User or third party to: (i) copy, modify, or create derivative works of the Zen Technology; (ii) reverse engineer, decompile, or disassemble the Zen Technology, except to the extent such restriction is prohibited by applicable law; (iii) sell, resell, lease, sublicense, or otherwise make the Zen Technology available to any person other than an Authorized User; (iv) access or use the Zen Technology to build a competitive product or service; (v) interfere with or disrupt the integrity, security, or performance of the Zen Technology; (vi) scrape, crawl, harvest, extract, or compile data from the Zen Technology in bulk, other than through mechanisms specifically provided within the Zen Technology for that purpose; or (vii) remove, obscure, or alter any proprietary notice (including any copyright or trademark notice) appearing on or in the Zen Technology. Any violation of clause (iv) or (vi) of this Section 2(c) is grounds for immediate suspension or termination of Client's access to the affected Application(s), notwithstanding Section 5(d).
- d. No PHI/PII: Client represents and warrants that neither Client nor any Authorized User will submit, upload, or otherwise input any Protected Health Information (as defined by HIPAA) or other personally identifiable information regulated under applicable privacy law (collectively, "PHI/PII") into the Zen Technology. The Application(s) are not designed or intended to process PHI/PII, and Zen has no obligation to identify, segregate, protect, or otherwise handle any such data in the



manner required for PHI/PII if submitted in breach of this Section 2(d). Client is solely responsible for, and will indemnify Zen in accordance with Section 9(b) against, any claim arising from a breach of this Section 2(d). If Zen becomes aware that PHI/PII has been submitted to the Zen Technology in breach of this Section 2(d), Zen may immediately block, quarantine, delete, or return such data without liability to Client. Client will promptly notify Zen upon becoming aware of any such submission and will cooperate with Zen's remediation efforts. For purposes of this Section 2(d), PHI/PII does not include contact or identifying information about Client's own personnel that Client incorporates into Application configurations (such as alert recipient names or routing labels) for the purpose of operating the Application, provided such use is limited to what is reasonably necessary for that configuration purpose.

- e. *Third-Party Data and Trademarks:* One or more Applications may present Client with Third-Party Data, including lists, directories, or similar information that is subject to restrictions imposed by the applicable third-party owner or licensor against unauthorized use or disclosure. By accessing any such Third-Party Data, Client agrees to use it solely in accordance with the restrictions applicable to that Third-Party Data, as described on Zen's website or otherwise made available to Client. Any use of Third-Party Data in violation of this Section 2(e) is grounds for immediate suspension or termination of Client's access to the affected Application(s), notwithstanding Section 5(d). All trademarks, service marks, and trade names appearing within the Zen Technology, other than those of Zen, are the property of their respective owners. Additional terms specific to Zen Provider Directory are set forth in Section 11(b).

3. Applications, Tiers, and Plans:

- a. *Plan Selection:* The Application(s), Tier(s), and Packs available to Client, and the features and capacity associated with each, are as described on Zen's website at the time of Client's selection, and as may subsequently be changed by Client through Command Center. Zen's website and Command Center, as applicable and as updated from time to time, are incorporated into and form part of this Agreement for the purpose of identifying Client's then-current Plan.



- b. Changes to the Zen Technology: Zen may, in its discretion and without prior notice, update, modify, enhance, or add features to the Zen Technology at any time. Except with respect to a then-current, prepaid, non-cancellable annual Plan term as described in Section 4(b), nothing in this Agreement limits Zen's ability to add features to, or otherwise change how, the Zen Technology operates.
- c. Changes to Tiers and Pricing: Zen may change the features, capacity, or pricing associated with a Tier prospectively, effective no earlier than Client's next billing cycle following notice (which may be provided by posting to Zen's website, by notice within Command Center, or by email). Continued use of the Zen Technology following the effective date of such a change constitutes Client's acceptance of it. This Section 3(c) does not apply to the fixed pricing for a then-current, prepaid, non-cancellable annual Plan term.

4. Fees, Billing, and Payment:

- a. Fees: Client will pay the fees applicable to its Plan, as set forth on Zen's website at checkout or as subsequently modified by Client through Command Center. For a Monthly Plan, Zen will charge Client's payment method immediately upon the Effective Date (or upon Client's selection of a Monthly Plan) for the fees applicable to the remainder of that calendar month, prorated on a daily basis. Thereafter, Zen will charge Client's payment method in advance, on the first day of each calendar month, for the full monthly fee for that month. If Client has selected an annual prepayment option (where available), Zen will charge Client's payment method immediately and in full for the entire annual term upon the Effective Date (or upon Client's selection of the annual Plan), without proration.
- b. Non-Cancellable Annual Terms: An annual Plan, once commenced, is non-cancellable and non-refundable for its then-current annual term, except as expressly provided in this Agreement. Zen will not reduce the features included in Client's Tier during a then-current, prepaid annual term.



- c. Taxes: Fees are exclusive of applicable sales, use, and similar taxes, which Client is responsible for, excluding taxes on Zen's net income.
- d. Payment Failure: Suspension: If Zen is unable to successfully charge Client's payment method, Zen will provide notice by email and/or by notice within Command Center ("Written Notice" for purposes of this Section). If payment is not successfully processed within three (3) days of such Written Notice, Zen may suspend Client's access to the affected Application(s) until payment is received; Client will continue to have access to Command Center for account and billing purposes during any such suspension, and the affected Application(s) will display a notice indicating the reason for suspension and instructions to cure. If payment remains outstanding for five (5) additional days following suspension, Zen may terminate this Agreement and Client's access to the Zen Technology in accordance with Section 5(e).
- e. Price Changes: Zen may change the fees applicable to a Plan, whether billed monthly or annually, upon at least thirty (30) days' notice, with such change effective as of the start of the next billing cycle following the notice period for a monthly Plan, or as of the start of the next annual renewal term following the notice period for an annual Plan. No price change under this Section 4(e) will take effect during, or alter the fixed pricing for, the then-current term of a Plan.

5. Term, Renewal, and Termination:

- a. Term: This Agreement commences on the Effective Date and continues until terminated as set forth in this Section 5. Each Plan continues on a monthly or annual basis, as elected by Client, in accordance with Section 4.
- b. Auto-Renewal: Monthly Plans automatically renew for successive one-month terms unless cancelled by Client in accordance with Section 5(c). Annual Plans, where available and selected by Client, automatically renew for successive annual terms unless Client provides Zen at least thirty (30) days' written notice of non-renewal prior to the end of the then-current annual term. A Plan selected under a fourteen (14)-day free trial Tier ("Trial") does not auto-renew; the Trial will automatically



expire at the end of the fourteen (14)-day trial period unless Client converts to a paid Tier prior to such expiration.

- c. Cancellation by Client: Client may cancel a monthly Plan at any time through Command Center or by notice to Zen, effective at the end of the then-current monthly billing cycle. No refund or credit will be issued for any unused portion of a billing cycle. An annual Plan may not be cancelled during its then-current term, subject to Section 4(b).
- d. Termination for Cause: Unless otherwise stated in this Agreement, either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach, except that Zen may terminate for non-payment on the shorter timeline set forth in Section 4(d).
- e. Effect of Termination: Upon termination or expiration of this Agreement: (i) all licenses granted to Client under this Agreement immediately terminate, and access to the Zen Technology for Client and its Authorized Users will be disabled; and (ii) Client remains responsible for all fees incurred through the effective date of termination. Client is solely responsible for retaining, prior to termination, any copies of Client Data it wishes to preserve.
- f. Cancellation by Zen: Zen may terminate this Agreement for convenience upon at least one hundred twenty (120) days' written notice to Client, with such termination effective at the end of the then-current monthly or annual term, as applicable. This Section 5(f) does not limit Zen's rights under Section 5(d) (Termination for Cause) or any other termination or suspension right expressly provided elsewhere in this Agreement.
- g. Survival: Sections 1, 2(d), 4(d) (as to fees accrued), 5(e), 6(a) (second sentence), 7, 8, 9, 10, 11, and 12, together with any other provision that by its nature should survive, will survive termination or expiration of this Agreement.

6. Support and Maintenance:



- a. Support: Zen will provide support for the Zen Technology as described on Zen's support pages, as may be updated from time to time. Any response times or support channels described on such pages are provided for informational purposes only and do not constitute a warranty or service level commitment.
- b. Maintenance: Zen may perform maintenance on the Zen Technology from time to time. Zen will use reasonable efforts to provide advance notice of planned maintenance that is reasonably expected to interrupt Client's access, where feasible to do so, but is not required to provide advance notice of emergency or unplanned maintenance.

7. Warranties and Disclaimers:

- a. Mutual Warranties: Each party represents and warrants that it has the authority to enter into this Agreement and will comply with applicable law in its performance under this Agreement.
- b. Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ZEN TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE." ZEN DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ZEN DOES NOT WARRANT THAT THE ZEN TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED, AND ZEN MAKES NO COMMITMENT REGARDING ANY SPECIFIC LEVEL OF AVAILABILITY OR UPTIME.

8. Client Data, Confidentiality, and Intellectual Property:

- a. Client Data: As between the parties, Client owns all right, title, and interest in Client Data. Client grants Zen a non-exclusive, worldwide, royalty-free license to access, use, host, copy, and process Client Data solely as necessary to provide the Zen Technology to Client and as otherwise permitted under this Agreement.



- b. Aggregated Data: Notwithstanding Section 8(a), Zen may create, use, and retain Aggregated Data, including following termination of this Agreement, for purposes including operating, analyzing, developing, improving, and benchmarking the Zen Technology and Zen's other products and services, and may publish or otherwise share resulting aggregate insights, provided that such Aggregated Data does not identify Client and does not reveal Client's Confidential Information.
- c. Feedback: If Client or an Authorized User provides Zen with suggestions, ideas, or other feedback regarding the Zen Technology ("Feedback"), Client hereby grants Zen a perpetual, irrevocable, worldwide, royalty-free license to use, incorporate, and otherwise exploit such Feedback in the Zen Technology or any other product or service, without restriction, attribution, or obligation to Client.
- d. Confidentiality: The Receiving Party will: (i) use the Disclosing Party's Confidential Information solely to perform its obligations or exercise its rights under this Agreement; (ii) protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar nature, and in no event less than a reasonable degree of care; and (iii) not disclose such Confidential Information to any third party except to its employees, contractors, and advisors with a need to know, who are bound by confidentiality obligations at least as protective as those in this Section 8(d). A Receiving Party may disclose Confidential Information to the extent required by applicable law or legal process, provided that, where legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation, at the Disclosing Party's expense, to seek protective treatment.
- e. Intellectual Property: As between the parties, Zen owns all right, title, and interest in and to the Zen Technology, including all intellectual property rights therein. No rights are granted to Client except the limited access rights expressly set forth in this Agreement. Client owns all right, title, and interest in its own trademarks, trade names, and Confidential Information.
- f. Security: Zen maintains administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and



availability of Client Data, in accordance with Zen's internal information security policies and procedures, as updated by Zen from time to time. Zen's information security program is certified under the HITRUST CSF. If Zen determines that Client Data has been subject to unauthorized access or acquisition compromising its confidentiality, integrity, or availability (a "Security Incident"), Zen will notify Client without unreasonable delay following Zen's confirmation of the Security Incident, and will provide Client with information reasonably available to Zen regarding the nature and scope of the Security Incident to the extent reasonably necessary for Client to evaluate and satisfy Client's own legal obligations. This Section 8(f) is provided for informational purposes regarding Zen's security practices, does not expand any warranty under this Agreement, and remains subject to Section 7(b) (Disclaimer) and Section 10 (Limitation of Liability). Client's rights under this Agreement are not conditioned on Zen's maintenance of any specific certification or accreditation, and Zen may modify or discontinue any particular certification without liability to Client, provided that Zen continues to maintain safeguards materially consistent with this Section 8(f).

9. Indemnification:

- a. By Zen: Zen will defend Client against any third-party claim alleging that Client's authorized use of the Zen Technology infringes such third party's United States patent, copyright, or trade secret, and will indemnify Client against damages and reasonable costs finally awarded by a court of competent jurisdiction or agreed to in settlement by Zen, provided Client: (a) promptly notifies Zen in writing of the claim; (b) gives Zen sole control over the defense and settlement of the claim (provided that no settlement may impose liability on Client without Client's written consent); and (c) provides reasonable cooperation, at Zen's expense. Zen has no obligation under this Section 9(a) to the extent a claim arises from: (i) use of the Zen Technology in combination with products, services, or data not provided by Zen; (ii) modification of the Zen Technology not made by Zen; (iii) Client's continued use of the allegedly infringing element after Zen provides a non-infringing replacement or modification at no additional charge; or (iv) use of the



Zen Technology other than in accordance with this Agreement and the Documentation. If the Zen Technology becomes, or Zen believes it may become, the subject of an infringement claim, Zen may, at its option and expense: (x) procure for Client the right to continue use; (y) replace or modify the Zen Technology to be non-infringing without material reduction in functionality; or (z) if neither (x) nor (y) is commercially reasonable, terminate this Agreement upon notice to Client and refund Client any prepaid, unused fees. THIS SECTION 9(a) STATES ZEN'S SOLE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION. ZEN'S LIABILITY UNDER THIS SECTION 9(a) IS SUBJECT TO THE CAP SET FORTH IN SECTION 10(b).

- b. By Client: Client will defend and indemnify Zen against any third-party claim, and the associated damages and reasonable costs finally awarded by a court of competent jurisdiction or agreed to in settlement by Client, arising from: (a) Client Data; (b) Client's or an Authorized User's use of the Zen Technology in violation of this Agreement, including Section 2(d) (No PHI/PII); or (c) Client's breach of Section 8(d) (Confidentiality) or its representations under Section 7(a), provided that Zen: (i) promptly notifies Client in writing of the claim; (ii) gives Client sole control over the defense and settlement of the claim (provided that no settlement may impose liability on Zen without Zen's written consent); and (iii) provides reasonable cooperation, at Client's expense.

10. Limitation of Liability:

- a. Exclusion of Certain Damages: EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, A BREACH OF SECTION 8(d) (CONFIDENTIALITY), A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



b. Cap on Liability: EXCEPT FOR (A) A BREACH OF SECTION 8(d) (CONFIDENTIALITY) OR THE REPRESENTATIONS IN SECTION 7(a), (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (C) CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4, OR (D) CLIENT'S INDEMNIFICATION OBLIGATIONS ARISING FROM A BREACH OF SECTION 2(d) (NO PHI/PII) OR SECTION 2(e) (THIRD-PARTY DATA AND TRADEMARKS) (COLLECTIVELY, THE "UNCAPPED MATTERS"), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY ARISING FROM ZEN'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9(a), WILL NOT EXCEED THE GREATER OF: (I) THE FEES PAID OR PAYABLE BY CLIENT TO ZEN, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, FOR THE APPLICATION(S) TO WHICH THE CLAIM RELATES (OR, FOR A CLAIM RELATING TO COMMAND CENTER GENERALLY RATHER THAN A SPECIFIC APPLICATION, THE FEES PAID OR PAYABLE FOR ALL OF CLIENT'S APPLICATION(S) DURING SUCH PERIOD); OR (II) FIFTY THOUSAND DOLLARS (\$50,000). FOR PURPOSES OF THIS CALCULATION, FEES PAID UNDER AN ANNUAL PLAN WILL BE PRO-RATED ON A MONTHLY BASIS. CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9(b) THAT DO NOT CONSTITUTE UNCAPPED MATTERS ARE SUBJECT TO THIS CAP.

11. Product-Specific Terms and Conditions: This Section 11 sets forth additional terms and conditions applicable specifically to the Applications identified below. These product-specific terms apply solely to Client's access to and use of the identified Application, and do not apply to any other Application. In the event of a conflict between this Section 11 and any other provision of this Agreement with respect to an identified Application, this Section 11 controls solely as to that Application

a. Provider Directory: Client's use of Zen Provider Directory may require Client to submit an organization identifier (such as an OID) or to provide an attestation regarding Client's right to access the provider listings and directory information made available through Zen Provider Directory. Client will provide such identifiers and attestations as and when required by Zen. Zen Provider Directory aggregates and presents



provider directory information sourced from one or more third-party health information networks. If Client submits, or directs Zen to submit on Client's behalf, an organization identifier for a network identified below in order to access that network's directory information through Zen Provider Directory, Client thereby agrees, as a condition of that access, to comply with the then-current flow-down terms and conditions published by that network at the URL indicated below, as such terms may be amended, restated, or relocated by the network from time to time:

- i. *CommonWell Health Alliance*: the CommonWell Health Alliance End User License Agreement, available at <https://www.commonwellalliance.org/wp-content/uploads/2026/06/CommonWell-Health-Alliance-EULA-V-01-09-26.pdf>.
- ii. *eHealth Exchange*: the Data Use and Reciprocal Support Agreement (DURSA), available at <https://ehealthexchange.org/wp-content/uploads/2019/11/DURSA-Restatement-II-of-the-DURSA-revised-August-13-2019-EXECUTABLE.pdf>.
- iii. *Carequality*: the Carequality Connected Agreement, Exhibit 1 (Flow-Down Provisions), available at <https://carequality.org/wp-content/uploads/2022/06/Carequality-Connected-Agreement-Exhibit-1-FINAL-6-2-2022.pdf>.
- iv. *TEFCA*: the Common Agreement for Nationwide Health Information Interoperability, Exhibit 1 (Flow-Down Provisions), published by The Sequoia Project as the Recognized Coordinating Entity (RCE), available at https://rce.sequoiaproject.org/wp-content/uploads/2024/05/Common-Agreement-v2.0-Exhibit-1_508.pdf.

Client's obligations under this Section 11(b) with respect to a given network apply only to the extent Client accesses that network's directory information through Zen Provider Directory, and are in addition to, and not in lieu of, Client's other obligations under this Agreement, including Section 2(e) (Third-Party Data and Trademarks).



- b. Insight: CLIENT ACKNOWLEDGES THAT ZEN INSIGHT ALLOWS CLIENT TO CONFIGURE AUTOMATED ALERTS BASED ON PARAMETERS SELECTED BY CLIENT, AND THAT CLIENT'S RELIANCE ON SUCH ALERTS IS AT CLIENT'S OWN RISK. ZEN PROVIDES THE ALERTING FUNCTIONALITY OF ZEN INSIGHT ON A REASONABLE-EFFORTS BASIS ONLY AND DOES NOT WARRANT THAT ALERTS WILL BE TIMELY, ACCURATE, OR DELIVERED IN ALL CIRCUMSTANCES. CLIENT IS SOLELY RESPONSIBLE FOR MAINTAINING APPROPRIATE INDEPENDENT MONITORING AND ESCALATION PROCEDURES AND FOR NOT RELYING SOLELY ON ZEN INSIGHT AS ITS SOLE MEANS OF MONITORING CRITICAL SYSTEMS.

12. General Provisions:

- a. Governing Law; Venue: This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles. Each party consents to the exclusive jurisdiction and venue of the state and federal courts located in Dallas County, Texas for any dispute arising out of or relating to this Agreement, and waives any objection to such jurisdiction or venue.
- b. Assignment: Client may not assign or transfer this Agreement, in whole or in part, without Zen's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of Client's assets. Zen may assign this Agreement without Client's consent. Any attempted assignment in violation of this Section 12(b) is void.
- c. Notices: Except as otherwise expressly provided in this Agreement, notices under this Agreement will be given by email to the address on file for the respective party, or, in the case of notices from Zen relating to the Zen Technology, may also be given by notice within Command Center. Notices are deemed given upon transmission.
- d. Force Majeure: Neither party will be liable for any failure or delay in performance under this Agreement (other than Client's payment obligations) resulting from causes beyond that party's reasonable control.



- e. **Amendment:** Zen may update or amend this Agreement from time to time. If an amendment is material, Zen will provide notice by posting updated terms on its website, by notice within Command Center, or by email, and will require Client's affirmative re-acceptance of the amended Agreement before it becomes effective as to Client, which acceptance may be obtained through an in-Application acknowledgment prompt. For amendments that are not material, Zen will provide notice as described above, and Client's continued use of the Zen Technology after the effective date of the amendment constitutes Client's acceptance of it. Except with respect to a then-current, prepaid, non-cancellable annual Plan term as described in Section 4(b), this Section 12(e) governs amendments to this Agreement generally.
- f. **Entire Agreement; Order of Precedence; Severability:** This Agreement, together with Client's Plan and Zen's website terms incorporated herein by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, regarding such subject matter. In the event of a conflict among these documents, the following order of precedence applies, from highest to lowest priority: (i) this Agreement; (ii) Client's Plan and order/checkout details; (iii) product-specific terms and website terms incorporated by reference (including pricing, tier, and feature descriptions); and (iv) Zen's support pages. If any provision of this Agreement is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.
- g. **No Third-Party Beneficiaries:** This Agreement does not confer any rights or remedies upon any person other than the parties to it.
- h. **Waiver:** No waiver of any provision of this Agreement will be effective unless in writing. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of that or any other right.
- i. **Independent Contractors:** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.



- j. Electronic Acceptance: Client's acceptance of this Agreement by clicking "I agree," creating an account, or otherwise proceeding through checkout on Zen's website constitutes a valid electronic signature and acceptance of this Agreement by Client, enforceable to the same extent as a handwritten signature.

