



1979 Milky Way, Verona, WI 53593

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## Hosting Services Agreement

This Hosting Services Agreement (the “Agreement”) is made between Epic Hosting, LLC, which is located at 1979 Milky Way, Verona, Wisconsin 53593 (“Epic”); and the County of San Bernardino, a political subdivision of the State of California having a facility at 400 North Pepper Avenue, Colton, California 92324-1819 (“You” and “Your Address”).

### BACKGROUND

You have entered into a License and Support Agreement with Epic Parent dated August 6, 2019 for the license and certain services related to the Program Property (the “Epic License”). You would also like Epic to provide certain Hosting Services and other Professional Services. Epic is willing to provide You such Services based upon the terms and conditions set forth in this Agreement.

Epic and You agree as follows:

#### 1. DEFINITIONS

The definitions provided on Appendix A apply to this Agreement.

#### 2. RIGHTS GRANTED

- a. **Services.** Epic grants You the non-exclusive, non-assignable, limited right during the Term to access and use the Hosting Services in the United States subject to the terms and conditions of this Agreement. You may allow Your Users to access and use the Hosting Services, subject to the preceding sentence and with You having the same responsibility to Epic for Your Users’ actions and omissions as if they were Your actions or omissions. You do not acquire under this Agreement any license or any right to access or use or to allow others to access or use the Hosting Services in excess of the scope expressly set forth in this Agreement. At the end of the Term, Your and Your Users’ right to access and use the Hosting Services will terminate.
- b. **Technical Support.** Epic agrees to provide You with technical support for the Hosting Services during the Term as described in Exhibit 5.
- c. **Your Stored Materials.** To enable Epic to provide You with the Services, You grant Epic the right to use, process, store and transmit Your Stored Materials during the Term in accordance with this Agreement.

#### 3. SERVICE SPECIFICATIONS

- a. **General.** Epic will provide the Hosting Services substantially in accordance with the Service Specifications. The Services Specifications describe provisioning and management processes, types and quantities of system resources, and other functional and technical requirements applicable to the Hosting Services. The pricing provided on the Order Form is based upon the Services Specifications. You agree that use of the Hosting Services in a manner inconsistent with the Services Specifications may adversely impact the performance of the Services and may result in additional fees.
- b. **Changes to Services Specifications.** Epic may make changes or updates to the Services Specifications from time to time in its sole discretion including with respect to infrastructure, security, technical configurations and application features. However, Epic agrees that it will not make any changes to the Services Specifications during the Initial Term that would materially degrade the quality of the

Hosting Services and have a material adverse impact on Your organization. For the sake of clarity, any changes to the Service Specifications will not relieve Epic of any of its obligations under this Agreement related to the security of Your Stored Materials.

#### 4. TERM AND TERMINATION

- a. **Term and Renewal.** By execution of this Agreement, You have contracted for the Initial Term. Before the expiration of the Initial Term, the parties may extend the Term for a renewal period subject to Epic's then-standard renewal terms as may be agreed upon in an amendment to this Agreement signed by the parties. This Agreement will continue until the end of the Initial Term or any renewal period, unless terminated earlier as provided in this Section 4 or as expressly provided elsewhere in this Agreement.
- b. **Termination for Cause.** A party (the "Notifying Party") may terminate this Agreement for a material breach by the other party (the "Breaching Party") but only if the Notifying Party first provides written notice of such breach to the Breaching Party as provided herein and the breach has not been cured within sixty (60) days after the Breaching Party receives such notice. The notice will be provided in the manner specified in Section 11, will reference this Section 4(b) or state that it is a notice of material breach of the Agreement, and will describe each material breach in sufficient detail to permit the Breaching Party to cure the breach. Neither party may terminate this Agreement for a material breach until the foregoing cure period has expired. Termination of the Epic License or the Maintenance Program under the Epic License will also terminate this Agreement pursuant to this Section 4(b).
- c. **Termination Upon Bankruptcy, Insolvency and the Like.** Subject to applicable bankruptcy and insolvency laws, if either party (i) ceases the active conduct of business; (ii) voluntarily becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (iii) has filed against it an involuntary petition for bankruptcy that is not dismissed within sixty (60) days of filing and as applicable stops paying for the Services or providing the Services and otherwise meeting the obligations as provided in this Agreement; (iv) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (v) winds up or liquidates its business, voluntarily or otherwise, then the other party may, at its sole option, terminate this Agreement immediately, subject to transition rights as mutually agreed to by the parties to assure in accordance with Epic's standard practices an orderly transition of operations and services back to You or a third party and payment of all Epic charges. Moreover, if an involuntary petition for bankruptcy is filed against You but You continue to pay for the Services and meet Your obligations as provided in this Agreement such that the Agreement cannot be terminated, until such involuntary bankruptcy petition is dismissed, except as otherwise agreed to by the parties, You may not extend use of the Hosting Services beyond Your use as of the filing date and Epic at its sole option may elect not to purchase new or additional hardware or software or otherwise incur charges or expend resources that it would typically only do in reliance on a commitment to the remaining term of the Agreement.
- d. **Termination for Convenience.** You may terminate this Agreement at any time during the Term for convenience upon not less than ninety (90) days advance written notice (in accordance with Section 11) to Epic and payment of the Early Termination Fee. Following the effective date of such termination, Epic will refund to You any prepaid but unaccrued Hosting Services fees under this Agreement on a prorated basis.
- e. **Effect of Termination.** If the Agreement is terminated by the expiration of the Initial Term or a renewal period in accordance with Section 4(a), Your termination for convenience under Section 4(d), or due to Your uncured material breach, then, upon Your request to Epic prior to termination by written notice in accordance with Section 11, the "Applicable Termination Transition Period" will be up to one hundred twenty (120) days after the effective date of termination. For any other termination, upon Your request to Epic prior to termination by written notice in accordance with Section 11, the "Applicable Termination Transition Period" will be the period that You are actively converting to a replacement vendor or self-hosting that does not exceed the earlier of the expiration of the Initial Term or a renewal period or twelve (12) months from the effective date of the termination. During the Applicable Termination Transition Period, You may use the Hosting Services in accordance with this Agreement, provided that You may not extend use of the Hosting Services beyond Your use as of the date of termination, You continue to pay fees for the Hosting Services as if the Agreement had not

terminated, and, if the Hosting Services extend beyond the date that the Initial Term or a renewal period would have expired, You pay Epic its then-standard charges on its then-standard terms for such extended period. During the Applicable Termination Transition Period, Epic further will provide reasonable assistance at Your request and expense to help You effect a transition to another hosting provider by assisting You with the project management to transfer Your Data previously processed by the Hosting Services. You agree to provide Epic with reasonable advance written notice of any requests for cooperation, and the parties will in good faith seek to agree on a timeline for Epic to perform such services taking into account Epic's available resources, current projects and commitments and the scope and nature of the services required. Epic will provide such services at Epic's then-current standard rates. In the event of termination of this Agreement for any reason, You will remain liable to Epic for all amounts accrued prior to such termination, as well as during the Applicable Termination Transition Period.

f. **Survival.** The provisions in this Agreement in Sections 3(b), 4(d), 5, 6, 7(c), 7(d), and 8-14 will survive termination of this Agreement.

## 5. PAYMENTS

- a. **Payment Date; Interest.** You agree to pay for the Services as described in Exhibit 1 and as otherwise set forth in the Agreement. The initial Hosting Services fees are set forth on Exhibit 1. Hosting Services fees are subject to annual increases after the first twelve (12) months following the Effective Date and to other increases in accordance with the Agreement (including Exhibit 1). The Professional Services fees for Epic's administration of the Hosting Services as described in Exhibit 2 and Epic's technical support services described as included in Exhibit 5 are included in the fees for the Hosting Services in Exhibit 1. Fees for other Professional Services (including any services Epic may perform with respect to Non-Hosting Errors) are chargeable separately at Epic's then-standard rates. You will pay all funds due to Epic by the later of: (i) forty-five (45) days after the invoice date; (ii) the payment date specified in the invoice; or (iii) the date such payment is due as otherwise specified in this Agreement. For up to two (2) invoices per year, Epic will not consider Your payments overdue if You pay all fees and expenses on those invoices by sixty (60) days after the invoice date or, if later, by the date specified on the invoice or in this Agreement. If You owe Epic any Uncontested Amount after the date specified in the preceding sentence, then, at Epic's sole discretion, Epic may charge You a monthly Administrative Fee for past due Uncontested Amounts in accordance with Exhibit 11. All payments may be applied first to accrued Administrative Fees and then to other amounts due to Epic under this Agreement, as determined in Epic's sole discretion. You agree that if any Uncontested Amounts that You owe to Epic remain unpaid more than sixty (60) days after such amounts are due to Epic, Epic may, in its sole discretion and with written notice to You, notwithstanding anything else in this Agreement, restrict Your access to the Hosting Services to read only access; after ninety (90) days, if You still owe Epic any Uncontested Amounts, Epic will provide You with a backup copy of a then-current version of Your Data to permit You to find another provider of hosting services; after one-hundred and twenty (120) days, if You still owe Epic any Uncontested Amounts, Epic will suspend Your access to the Hosting Services. These rights are in addition to any other rights Epic may have under this Agreement, including all termination rights. In addition, if You fail to pay any Uncontested Amount specified in this Agreement when due, You will have materially breached this Agreement if such payment remains unpaid for a period of sixty (60) days or more after written notice of default from Epic to You.
- b. **Taxes.** Except for taxes based on or measured by Epic's net income, personal property taxes levied on Epic and taxes levied on Epic employees' wages, all taxes (including sales, use, property, GST, HST, VAT and other similar taxes) arising out of this Agreement will be Your responsibility. If Epic pays or is required to pay any such taxes or related penalties or interest, You will promptly pay to Epic all such amounts. You have advised Epic that You are exempt from Federal excise taxes. You shall only pay for State or local sales or use taxes on the services rendered or equipment and/or parts supplied to You pursuant to this Agreement. You also agree to inform Epic in a timely manner by e-mail to [finance@epic.com](mailto:finance@epic.com) of any change in the tax status of any transactions relating to this Agreement.
- c. **Hourly Fees; Out-of-Pocket Expenses.** All hourly fees, travel and other out-of-pocket expenses sustained by Epic in connection with this Agreement will be billed to You as incurred. Any commissions relating to travel may be retained by Epic to offset its travel

department overhead which is not billed to You. Travel will not be initiated by Epic without Your prior written approval, which will typically include the amount of expected airfare. If You are more than sixty (60) days past due for payment of any out-of-pocket expenses sustained by Epic, Epic may in its sole discretion require You to prepay expenses.

## 6. CONFIDENTIAL INFORMATION

- a. **Your Hosting Confidential Information.** Epic will not disclose to any individual, entity, or other third party any of Your Hosting Confidential Information, except: (a) as required by law or court order; (b) with Your consent; or (c) to an Owned Entity in connection with Epic's or such Owned Entity's performance of obligations or exercise of rights under an agreement with You.
- b. **Business Associate Exhibit.** In order to address the requirements of certain regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties agree to the terms of the Business Associate Exhibit that is attached as Exhibit 8 to this Agreement.
- c. **Epic Hosting Confidential Information.** You understand and agree that Epic Hosting Confidential Information contains certain confidential information protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of Epic, You agree that You will: (i) maintain in confidence any Epic Hosting Confidential Information; and (ii) limit access to the Hosting Services to Your Users in the United States.
- d. **FOIA Acts and Public Meetings.**
  - i. Epic acknowledges that You are subject to the California Government Code Section 6250 et seq., California Government Code Section 54950, and San Bernardino County Ordinance 4125 (each a "FOIA Act").
  - ii. Epic acknowledges that upon receipt of a request for information pursuant to the FOIA Acts, You are authorized to release the redacted version of this Agreement. If there is any challenge by an information requester under the FOIA Acts, You will follow the procedure described in (iii) below.
  - iii. You will promptly notify Epic in writing in accordance with Section 11(a) and provide Epic with a copy of any request under any freedom of information, open government, sunshine or similar requirement (or any subpoena or discovery request or other judicial, governmental or administrative action) requesting or requiring You to disclose any Epic Hosting Confidential Information and allow Epic reasonable time under the circumstances to oppose such request at Epic's sole cost and expense. Prior to any required disclosure, You and Epic will discuss how You are responding, what documents may be released in response to the requests, and whether any exemptions apply, and Epic may seek a protective order, at its own cost and expense, and You will reasonably take Your own measures (e.g., by discussing with Epic how to respond to the requested disclosure) and reasonably cooperate with Epic's efforts to protect Epic's Hosting Confidential Information against disclosure in response to a FOIA Act request or other requirement of law. Upon Your reasonable request, Epic will work with You to provide necessary information (e.g., a copy of the documents with trade secret information redacted for Your response to a freedom of information request) to facilitate Your timely meeting Your legal obligations with respect to the request.
  - iv. In the event Epic fails to take action or respond to Your timely notification in a timely manner so as to allow You to comply with the response requirements under public records and disclosure laws, it will not be deemed a breach of Your confidentiality obligations under this Agreement if You fulfill Your obligations under this Section 6(d) (including, without limitation, that You have notified Epic of the disclosure request and provided Epic with a reasonable opportunity to oppose it) and disclose Epic Hosting Confidential Information only to the extent required by law. In the event that Epic does timely file with a court of law to seek a protective order, only following the final judgment in such action, or earlier with Epic's written consent, may You disclose such information as required by law.

- v. Epic agrees to defend, indemnify and hold You harmless from any costs and damages, including reasonable attorney's fees, claimed to be owed to the requestor under the FOIA Act that are directly and proximately caused by You not disclosing, at Epic's request, any document or portion thereof, to the extent such costs and damages are incurred during the period beginning when You refuse to disclose such document or portion thereof at Epic's request until the time that Epic directs You to release such document or portion thereof (or, if Epic fails to do so, until such costs and damages otherwise cease to be incurred); provided, however, that (i) You promptly notify Epic in writing of any FOIA Act request or other attempt to compel production of such Epic Hosting Confidential Information, promptly provide Epic with the information reasonably required for the defense of the same, and grant Epic exclusive control over the defense and settlement of the claim, and (ii) You have not, without Epic's express written consent or a valid court order (except if Epic may seek a stay of such court order, then not until Epic's time to seek such stay has expired or the stay is finally denied), disclosed to any third party such Epic Hosting Confidential Information that Epic had requested not be disclosed.

**7. REPRESENTATIONS, WARRANTIES, AVAILABILITY AND RESPONSE TIME**

- a. **Professional Services Warranty.** Epic warrants that any Professional Services provided to You by Epic under this Agreement will be performed in a competent and workmanlike manner. Your sole and exclusive remedy for a breach of this warranty will be to have the Professional Services not performed in such manner re-performed by Epic for no additional charge.
- b. **Hosting Services.** Provisions related to the availability of the Hosting Services are provided in Exhibit 6 and provisions related to Application Response Time Guidelines of the Program Property used by You through the Hosting Services are provided in Exhibit 7. Your sole and exclusive remedy for any unavailability of the Hosting Services is as described in Exhibit 6 and for any degraded performance of the Hosting Services is as described in Exhibit 7. For the sake of clarity, unavailability or degraded performance of the Hosting Services as described in Exhibit 6 and Exhibit 7 will not relieve Epic of any security obligations under this Agreement.
- c. **Limitations.** EPIC DOES NOT GUARANTEE THAT (A) THE PROVISION OF THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT EPIC WILL CORRECT ALL ERRORS IN THE HOSTING SERVICES, (B) THE HOSTING SERVICES WILL OPERATE IN CONNECTION WITH YOUR STORED MATERIALS AND WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY EPIC, OR (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS (OTHER THAN EPIC'S EXPRESS OBLIGATIONS TO PROVIDE THE HOSTING SERVICES AS SET FORTH IN THIS AGREEMENT). YOU ACKNOWLEDGE THAT EPIC DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET, AND THAT THE HOSTING SERVICES WILL BE SUBJECT TO LIMITATIONS INHERENT IN THE USE OF THE INTERNET, ESPECIALLY GIVEN THAT EVEN PRIVATE DEDICATED NETWORK CONNECTIONS ARE DEPENDENT ON INTERNET CONNECTIVITY (FOR THE PURPOSE OF ILLUSTRATION BUT NOT LIMITATION, IF AN EVENT SUCH AS A NATURAL DISASTER OCCURS THAT INTERFERES WITH THE CONNECTIVITY OF A CIRCUIT, THE SERVICES MAY BE AFFECTED;

[REDACTED]

EPIC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EPIC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR DAMAGES OF ANY KIND RELATED TO THE PERFORMANCE, SECURITY, OR GENERAL OPERATION OF THE HOSTING SERVICES THAT ARISE FROM ANY OF YOUR USERS' ACTS OR OMISSIONS (INCLUDING VIOLATIONS OF THE ACCEPTABLE USE GUIDELINES IN EXHIBIT 5), YOUR STORED MATERIALS, YOUR HARDWARE, THIRD PARTY CRIMINAL ACTS, OR THIRD PARTY CONTENT.

- d. **Exclusion of Representations and All Other Warranties.** THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY

DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES OR AGAINST INFRINGEMENT (WITHOUT LIMITING EPIC'S OBLIGATION UNDER SECTION 10(a)). YOU ACKNOWLEDGE THAT NO EMPLOYEE OF EPIC OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY NOT IN THIS AGREEMENT.

## 8. LIMITATIONS OF LIABILITY

The terms set forth in this Section reflect an allocation of risk and form an essential basis of the bargain between the parties. Except as further may be limited elsewhere, these terms apply to all liability (and all Claims) arising out of or relating to this Agreement (including any software, services, materials, reports or other information provided by Epic, even if Epic was not obligated to do so under this Agreement, since Epic would not have done so if not for the relationship created by this Agreement); whether liability is based on breach of contract or warranty, tort (including negligence), statute or other legal or equitable theory; and notwithstanding the failure of essential purpose of any remedy provided elsewhere.

- a. **Disclaimer and Cap.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR ANY LOSS OF BUSINESS, PROFIT OR REVENUE (OTHER THAN AMOUNTS OWED FOR THE SERVICES), ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR THEY OTHERWISE WERE FORESEEABLE. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER, FOR ANY INDIVIDUAL CLAIM AND IN THE AGGREGATE FOR ALL CLAIMS, FOR ANY AMOUNT IN EXCESS OF AN AMOUNT EQUAL TO THE GREATER OF: (1) ONE MILLION DOLLARS (\$1,000,000) AND (2) THE FEES PAID BY YOU TO EPIC FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT IN THE EIGHTEEN (18) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED, WHETHER THE LIABILITY ARISES OUT OF THE SERVICES OR OTHERWISE. NOTWITHSTANDING THE PRECEDING SENTENCE, THE LIABILITY FROM EPIC TO YOU FOR ANY CLAIM RELATED TO A BREACH OF YOUR UNSECURED PROTECTED HEALTH INFORMATION THAT AROSE OR OCCURRED DURING A SECURITY DEFAULT PERIOD AS DEFINED IN SECTION 10(c) WILL BE ONE HUNDRED DOLLARS (\$100).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8(a) WILL NOT APPLY TO:

- i. YOUR OBLIGATIONS FOR ALL FEES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT (INCLUDING FEES THAT EPIC MAY CHARGE PURSUANT TO THIS AGREEMENT FOR USE OF THE SERVICES BEYOND ANY RESTRICTIONS OR LIMITATIONS SET FORTH IN THIS AGREEMENT);
  - ii. ANY THIRD PARTY CLAIM FOR DAMAGES FOR BODILY INJURY TO A PERSON OR FOR PHYSICAL DAMAGE TO TANGIBLE PERSONAL PROPERTY (WHICH IS ACKNOWLEDGED BY THE PARTIES NOT TO INCLUDE SOFTWARE OR DATA) TO THE EXTENT THAT (1) SUCH DAMAGE OR INJURY IS FINALLY DETERMINED TO BE CAUSED BY EPIC OR YOU (AS APPROPRIATE) AND (2) THE CLAIM IS NOT SPECIFICALLY RELATED TO THE OPERATION, DESIGN, PROGRAMMING, MAINTENANCE, USE, OR IMPLEMENTATION OF THE PROGRAM PROPERTY OR HOSTING SERVICES;
  - iii. EPIC'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT SET FORTH IN SECTION 10(a); OR
  - iv. YOUR INDEMNITY OBLIGATIONS UNDER THE AGREEMENT SET FORTH IN SECTION 10(b).
- b. **Relationship to Epic License; Third Party Beneficiaries.** The Hosting Services are being provided under this Agreement to host the Program Property licensed to You by Epic Parent under the Epic License. Except as provided in this Section, nothing in this Agreement is intended to modify any of the rights, obligations, agreements or undertakings contained within the Epic License nor modify any of the limitations contained therein. The provision of Services under this Agreement is governed exclusively by the Agreement and not

the Epic License, even if the Services are performed by Epic Parent. Any breach under this Agreement by either party, and all liability of Epic, Epic Parent, and You arising out of or relating to unauthorized use or disclosure of Your Hosting Confidential Information or Epic Hosting Confidential Information, will be governed exclusively by this Agreement and not any otherwise applicable terms of the Epic License. Epic is responsible for any such liability of Epic Parent and Epic Parent is a third party beneficiary of the provisions of this Section. Except as provided in the preceding sentence, this Agreement does not create any third party beneficiary.

- c. **Force Majeure.** No liability will result to You or Epic from delay in performance or nonperformance caused by a Force Majeure Event. The period of performance will be deemed extended to reflect such delay or as otherwise agreed by the parties. [REDACTED]

- d. **Timing of Actions.** Neither party will commence any action before an arbitrator or arbitrators (if this Agreement provides for arbitration) or in a court of law for any matter arising under this Agreement, the Services, or any other services, software, materials, reports or other information provided by Epic [REDACTED] after the date the applicable cause of action first arises [REDACTED]

## 9. SUBCONTRACTING AND ASSIGNMENT

- a. **Subcontracting.** Epic has subcontracted and may subcontract any services to be performed under this Agreement to Epic Parent or any of its Owned Entities at any time. Epic also has subcontracted and may subcontract such services to a third party of products or services (e.g., public cloud or other infrastructure as a service providers, software licensors like Microsoft or an application presentation tier provider, infrastructure, hardware or storage providers, security monitoring services, and telecommunications companies) at any time. Epic will be responsible to You for the work performed by the subcontractor to the same extent that Epic would be if it were Epic's own work. All other provisions of this Agreement will apply to the services provided by a subcontractor in the same manner and to the same extent as if the services were performed by Epic hereunder. As between You and Epic, any source code, object code, and associated documentation provided to You by the subcontractor pursuant to this Agreement will be owned by Epic and subject to all applicable confidentiality and use restrictions as if such code or documentation had been provided by Epic. Epic may provide the subcontractor with a copy of those sections of this Agreement with which the subcontractor must comply. If the subcontractor needs access to Your Hosting Confidential Information to perform the subcontracted services, then Epic may provide such access if the subcontractor agrees in writing to comply with the same or similar restrictions that apply to Epic under this Agreement with respect to such information. In addition, You agree that Epic Parent may disclose Your Confidential Information (as such term is defined in the Epic License) to Epic in connection with Epic Parent's or Epic's performance of obligations or exercise of rights under an agreement with You.
- b. **Offshore Support.** Epic Hosting currently does not maintain, and has no current intention of starting, a permanent office outside of the United States for the purpose of providing hosting services to United States-based customers. Epic will not host Your Epic environments on servers located outside of the United States. However, for the sake of clarity, Epic or Epic Owned Entity personnel who happen to be outside of the United States (e.g., while on vacation, business travel, or performing services for another customer) may provide support to You. Furthermore, Epic or Epic Owned Entity personnel may, from time to time, provide support to You from outside of the United States during Nighttime Support Hours for urgent support needs. [REDACTED]

[REDACTED]

c. **Assignment by Epic.** Without Your consent, Epic may assign this Agreement to (i) Epic Parent, (ii) any Owned Entity as of the Effective Date, and (iii) any directly or indirectly wholly-Owned Entity that is not incorporated in a country that is the subject of a then-current OFAC sanctions program. Otherwise, this Agreement will not be assigned by Epic without Your prior written consent, which will not be unreasonably withheld [REDACTED]

d. **Assignment by You.** You may assign this entire Agreement without the approval of Epic or its Owned Entities in the following circumstances: (1) to any Owned Entity or (2) to a successor organization in conjunction with the transfer by sale of substantially all of Your assets. The Owned Entity or successor organization must be a hospital or physician organization. Any assignment by You as permitted hereunder must (A) be in writing and (B) contain a written acknowledgment of the assignee that is accepting all obligations of You under this Agreement and agrees to be bound by and discharge each of the Agreement's terms, conditions, and obligations as if it were the original party hereto. Unless otherwise agreed by the parties, You will remain liable for Your obligations under this Agreement if the Owned Entity or successor organization fails to satisfy such obligations. You will not assign this Agreement to an entity that is an Epic Competitor without the prior written consent of Epic. The term "Epic Competitor" means any entity which is engaged in the development, marketing, licensing or sale of any software or service that has or is intended to have an overlapping purpose to, or overlapping functionality with, or that could be used in place of, any software or service offered by Epic (or Epic Parent) or an extension of such Epic (or Epic Parent) software or service. Except as expressly provided in this Section 9(c) or for the limited purpose of providing Your Users with access in accordance with Section 2, You will not otherwise assign, transfer, sublicense or timeshare Your right to use the Hosting Services or this Agreement to or with any other person or entity; and, any other purported assignment, transfer, sublicense or timeshare, whether by You or on Your behalf, including by operation of law or otherwise, is null and void.

## 10. INDEMNIFICATIONS

a. **Indemnification by Epic.** Epic agrees to defend or settle, and to indemnify and to hold Your Indemnitees harmless from, any third-party Claim brought against any of Your Indemnitees to the extent that: (1) it is a Claim of infringement of any patent, copyright, or trademark, in each case enforceable in the United States; (2) it is based on the Hosting Services in the form provided to You by Epic and Your use of such Hosting Services in accordance with this Agreement; and (3) it is not based on the use of the Hosting Services in combination with other hardware or software except to the extent that the use of the Hosting Services alone would constitute an infringement or misappropriation. You will promptly notify Epic in writing of the Claim, promptly provide Epic with the information reasonably required for the defense of the same, and grant to Epic exclusive control over its defense and settlement. You may, at Your option, participate in the defense of such a Claim at your expense using counsel of your choice. Other than an admission that there was infringement, Epic may not make any adverse admission on behalf of You or Your Indemnitees without your prior written consent provided that such consent will not be unreasonably withheld. Epic may not enter into any settlement which imposes any obligations

on You without Your consent other than in the regards to the use or non-use of the Hosting Services or payment of damages for which indemnification is provided by Epic hereunder. If such a Claim is or Epic determines may be brought by a third party, Epic may, at its sole option and expense:

- i. procure the right for You to continue to use the applicable Hosting Services that are the subject of the Claim (including as may be modified or replaced as described below), or
- ii. modify or replace the applicable Hosting Services that are the subject of the Claim or a portion of the Hosting Services such that the resulting Hosting Services have substantially similar or better capabilities; or if Epic determines that none of the foregoing is technically feasible or commercially reasonable, or
- iii. terminate this Agreement and refund any unused, prepaid fees that You may have paid under this Agreement.

This Section 10(a) states the entire liability and obligation of Epic to Your Indemnitees arising out of or relating to any infringement and other violations of intellectual property rights.

b. **Indemnification by You.** You agree to defend or settle, and to indemnify and to hold Epic Indemnitees harmless from, any third-party Claim brought against any Epic Indemnitee alleging that Your Stored Materials infringe any patent, copyright or trademark and any Claim arising out of Your or any of Your User's use or inability to use any of the Services, including if caused by Epic Indemnitee negligence. To the extent applicable, You will obtain Epic's prior written consent to any settlement or judgment in which You agree to any action or forbearance by an Epic Indemnitee, finding of fault of an Epic Indemnitee or defect in the Services.

c. **Security Indemnification.**





**11. NOTICE**

- a. **General.** No notice required to be provided in this Agreement will be effective unless it is in writing; is delivered to the other party by reputable overnight courier, by U.S. mail via registered, certified or overnight delivery service, with all postage prepaid and return receipt requested, or by personal delivery; and is addressed to:

If to Epic:

President  
Epic Hosting, LLC  
1979 Milky Way  
Verona, WI 53593

with a copy to:

LegalNotices@epic.com

or to such other address and e-mail address as Epic may designate by written notice to You; and

If to You:

Arrowhead Regional Medical Center  
Attn: Hospital Director  
400 N. Pepper Ave.  
Colton, CA 92324

with a copy to:

Arrowhead Regional Medical Center  
Attn: CFO  
400 N. Pepper Ave.  
Colton, CA 92324

or to such other address as You may designate by written notice to Epic.

- b. **Invoices.** Invoices should be sent by e-mail to:

accountspayable@armc.sbcounty.gov

or to such other e-mail address as You may designate by e-mail to finance@epic.com.

- c. **Payments.** Payments should be made payable to Epic Hosting, LLC, and should be sent to:

Epic Hosting, LLC  
Bin 88065  
Milwaukee, WI 53288-0065

or to such other address as Epic may designate by written notice to You.

## 12. RESTRICTION ON OFFERS OF EMPLOYMENT

Epic and You will not during, or within twelve (12) months of the termination of, an employee's employment with the other party, solicit, discuss the terms of prospective employment with, or hire (directly as employees or indirectly as contractors or subcontractors, or in any other capacity) any employee of the other party who has worked on the provision or use of the Services, unless the hiring party has the prior written consent of the other party. Epic may choose not to work with or provide training for any former Epic employee employed by You or working with You as an employee of a consultant hired by You if such employee is hired less than twelve (12) months after the date of termination of such former employee's employment with Epic. Notwithstanding anything herein to the contrary, a party will not be considered to have breached the foregoing non-solicitation provision if it receives a contact from an employee of the other party in response to a general solicitation for advertising or mass media advertising, provided that such party does not hire such individual in violation of this section.

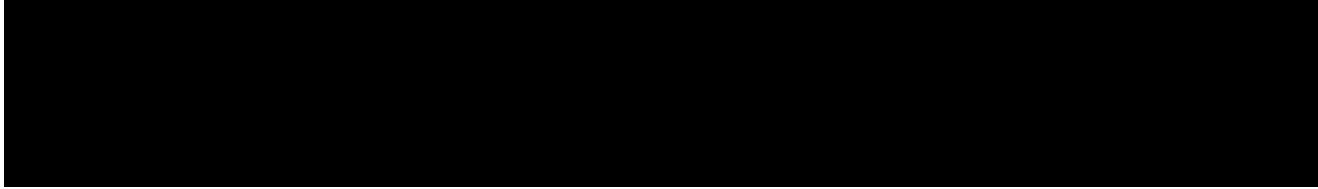
## 13. AVAILABILITY OF RECORDS

- a. To the extent of applicability of 42 U.S.C. 1395x(v)(1)(I), as amended from time to time, and regulations promulgated under such provision, Epic agrees that, until the expiration of four (4) years after furnishing any services and/or products under this Agreement, it will make available, upon written request of the Secretary of the Department of Health and Human Services (the "Secretary") or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of Epic that are required to certify the nature and extent of the costs for which You may seek reimbursement.
- b. Epic further agrees that if it carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause that until the expiration of four (4) years after the furnishing of such services under such subcontract, the related organization will make available, upon written request of the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

## 14. MISCELLANEOUS

- a. **Choice of Law; Jurisdiction.** The validity, construction and enforcement of this Agreement will be determined in accordance with the laws of California, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement will be brought exclusively in the Jurisdictional State as set forth in this Section 14(a). If Epic institutes the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action will be the State of California and the venue and forum for any such action will be in San Bernardino County. If You institute the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action will be the State of Wisconsin and the venue and forum for any such action will be in Dane County. Provided the action is brought in accordance with this Section 14(a), Epic and You consent to the personal jurisdiction and venue of the state and federal courts and arbitration located in the Jurisdictional State.
- b. **Entire Agreement.** Except as expressly provided in another written agreement between You and Epic or an Epic Owned Entity, this Agreement is the entire understanding between the parties on its subject matter. Any amendment must be in writing and agreed to by a duly authorized representative of each party.
- c. **Title, Risk of Loss, Shipment and Product Return.** Title to the On Site Equipment will remain with Epic at all times. The risk of loss to the On Site Equipment lies with You. You will be responsible for the On Site Equipment and agree to insure the On Site Equipment for full value. On Site Equipment will be returned to Epic at the end of the Term and must be in the same condition as when You received it from Epic, except for normal wear and tear. You agree to pay Epic all standard charges for repair, replacement or refurbishment, if needed, for damage to the On Site Equipment during the Term.

- d. **Severability.** The provisions of this Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions and any invalid or unenforceable provision will be enforced to the maximum extent possible; provided that no such severability will be effective if it materially changes the benefit of this Agreement to either party.
- e. **No Waiver; No Course of Conduct.** The failure of either party to require the performance of any obligation or to exercise any right under this Agreement, or the waiver by either party of any breach of this Agreement, will not change the meaning of such obligation or right or act as a bar to subsequent enforcement of such obligation or right or be deemed a waiver of any subsequent breach. Likewise, the conduct of the parties will not be used to interpret this Agreement, and any performance beyond what is required by this Agreement will not change this Agreement, require further performance, or act as a bar or be deemed a waiver.
- f. **Purchase Orders.** Your purchase orders will be accepted by Epic for accounting convenience only. No terms or conditions contained in any purchase order will amend this Agreement or will otherwise constitute an agreement between the parties.
- g. **Independent Contractors; No Joint Venture or Employers.** Nothing contained in this Agreement will be construed to create a joint venture, partnership or similar relationship between the parties, and their relationship is and will remain that of independent parties to a contractual service relationship. Neither party will be deemed a joint employer of the other's employees. Each party will be responsible for satisfying all applicable governmentally-imposed obligations and wage and benefit obligations with regard to its own personnel, and neither party will have the right to make decisions related to the conditions of employment with respect to the other's employees.
- h. **Incorporation of Appendices, Exhibits, Change Orders and Order Forms.** All appendices and exhibits to this Agreement, and all fully executed Change Orders and Order Forms (and other standard forms prepared by Epic and executed by You such as electronic signature authorizations and maintenance window request forms) in each case with respect to the applicable subject matter only, are incorporated into and form a part of this Agreement.
- i. **Interpretation; Authorization; Counterparts.** Headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning and interpretation of this Agreement. As used in the Agreement, the word "include" and all variants (e.g., "included", "includes", "including") are not words of limitation; similarly, each example in the Agreement is provided only for the purpose of a single illustration and should not be construed as a limitation. Each party represents that the individual signing below on behalf of the party has the authorization to bind the party indicated to this Agreement. This Agreement may be executed in one or more counterparts, at the same or different times and places, with signatures provided on paper, by facsimile or electronically.
- j. **Audits.** [REDACTED]  
So long as it remains reasonable to do so, during the Initial Term, Epic will use commercially reasonable efforts to obtain, at least annually, an audit similar to such SOC 2 Type II Audit, which may be a SOC 2 audit or another audit performed by a qualified independent, certified auditor using a generally accepted objective audit standard (e.g., the SOC 2 standard, or its successors; the ISO 27000 series, or its successors; or HITRUST, or its successors). [REDACTED]



- k. **Press Releases.** Each party agrees not to issue any press release or other public statement concerning this Agreement or the provision of Services hereunder without having first obtained the written consent of the other Party.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

**COUNTY OF SAN BERNARDINO**

**EPIC HOSTING, LLC**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

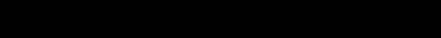
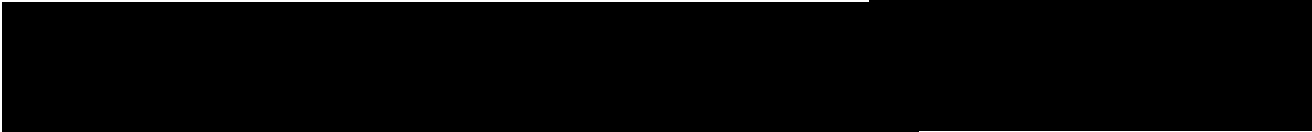
**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX A

### DEFINITIONS

1. "Change Order" means the form attached to this Agreement as Exhibit 3(a) or such appropriate substitute form designated by Epic.
2. "Claim" means all claims, demands and actions, and all liabilities, damages, refunds and costs arising out of or relating to same, including settlements and reasonable costs and attorney's fees.
3. "Contested Amount" means the amount of a charge from Epic to You that You dispute in writing in good faith, if the written notice of the dispute specifies the nature of the dispute and is provided to Epic by the payment due date and You have paid all other undisputed amounts due under this Agreement.
4. "Early Termination Fee" has the meaning set forth on Exhibit 1.
5. "Effective Date" means the date that You sign this Agreement.
6. "Epic Hosting Confidential Information" means, except as provided below, any information concerning the Services, including the functionality, operation, benchmarks, security, use, implementation, and support of the Hosting Services and the terms of this Agreement. "Epic Hosting Confidential Information" excludes, without limitation, any information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of You or Your Users, (b) is rightfully known by You on a non-confidential basis at the time of Your first receipt of such information from Epic or Your or Your User's access to the Hosting Services; (c) is independently developed by You without the use of any otherwise Epic Hosting Confidential Information; or (d) is rightfully obtained by You from a third party which has the right at such time to transfer and disclose it on a non-confidential basis.
7. "Epic Parent" means Epic Systems Corporation, a Wisconsin corporation, which is located at 1979 Milky Way, Verona, WI 53593.
8. "Force Majeure Event" means circumstances beyond the reasonable control of You or Epic including an act of God (including floods or earthquakes), fire, third party criminal acts, act of civil disobedience or disturbance, acts of a common enemy, epidemic, war, insurrection, actual or threatened terrorism, riots, embargo, any law or governmental action or regulations, strikes or lockouts (or any other events of similar character) or internet outages and external network outages that   

9. "Hosting Services" means the Epic hosting services defined in the Services Specifications and ordered by You pursuant to an Order Form. Hosting Services do not include any Professional Services.
10. "Indemnitees" means the applicable party to this Agreement, its Owned Entities, all employees, officers, directors and contractors of the applicable party and its Owned Entities, and, for Your Indemnitees, all Your Users. Thus, "Your Indemnitees" means You and each of these persons or entities that are related to You, and "Epic Indemnitees" means Epic and each of these persons or entities that are related to Epic.
11. "Initial Term" has the meaning provided in Exhibit 1.
12. "Item" means each individual line item of Program Property specified on Exhibit 1 of the Epic License. An Update is not a new Item, but will be deemed to be the same Item as the earlier version of Program Property upon which the Update is based.

13. "M Operating Environment" means the M operating environment software as initially identified either on Exhibit 1 to the Epic License or on Exhibit 1 to this Agreement if Exhibit 1 expressly provides that the M operating environment software is included in the Hosting Services, or such other operating environment software that Epic may specify from time to time.
14. "Maintenance Program" has the meaning provided in the Epic License.
15. "Most Recent Version" means the most recent release of the particular Item. If You are operating the most recent release, including subsequent special updates to that release, then You will be deemed to be operating the Most Recent Version.
16. "On Site Equipment" means the Epic-owned hardware installed at Your site(s) to provide You with the Services under this Agreement.
17. "Order Form" means: (a) Exhibit 1, with Your initial order for certain Hosting Services; or (b) a copy of the form attached hereto as Exhibit 3(a) (or a then current version of that document provided to You by Epic) ordering certain additional Hosting Services under this Agreement, which has been signed by both parties.
18. "Owned Entity" means, as to Epic or You, an entity that (a) directly or indirectly owns or controls more than fifty percent of the applicable party, or (b) is more than fifty percent owned or controlled, directly or indirectly, by the applicable party or an entity described in clause (a).
19. "Preceding Version" means the second or third most recent version of an Item released to You.
20. "Production Environment" means the primary production M Operating Environment database containing the live production version of Your Data and the corresponding servers and other equipment provided as part of the Hosting Services (as further described in this Agreement), hosted by Epic, and necessary to deliver the Hosting Services to You. The Production Environment does not include any other additional environments that may be hosted by Epic as part of the Hosting Services, including, test, development, training, reporting, or MyChart nor does it include any corresponding databases, servers or equipment associated with such environments.
21. "Professional Services" means Epic's administration of the Hosting Services as described in Exhibit 2 and Epic's technical support services under Exhibit 5, together with any other Professional Services described in Exhibit 4 that are provided to You by Epic and ordered pursuant to a Professional Services Request form. A current copy of Epic's Professional Services Request form is attached as Exhibit 3(b).
22. "Program Property" has the meaning provided in the Epic License.
23. "Security Obligations" means (i) with respect to You, the Acceptable Use Guidelines described in Exhibit 5, and (ii) with respect to Epic, the requirements of Exhibit 9, in each of cases (i) and (ii) as such guidelines and requirements may be updated from time to time.
24. "Services" means, collectively, both the Hosting Services and the Professional Services that You have ordered.
25. "Services Specifications" means the document attached as Exhibit 2 to this Agreement as updated in accordance with Section 3 of this Agreement.
26. "Stored Materials" means any data (including Your Data), content, software, code, routines, or other similar materials that You or one of Your Users stores on servers owned or controlled by Epic.
27. "System Performance Credit" means the amount that is equal to one day's worth of Your monthly Hosting Services fees during the calendar month for which Your CIO requests the credit.
28. "Technical Go-Live" is the environment live date prior to Your first go-live, which occurs when the production system is first made available to You to begin loading the first live/real data into Your production system. [REDACTED]

29. “Term” means the Initial Term and any extensions in accordance with Section 4(a). Any Applicable Termination Transition Period will be considered to be within the Term.
30. “Uncontested Amount” means an amount charged by Epic to You that is not then a Contested Amount.
31. “Update” means a release or version of the Program Property (both the Program Property code and its associated documentation) containing functional enhancements, extensions, error corrections or fixes if such release or version is generally made available free of charge to Epic’s similarly situated customers who are then participating in Epic Parent’s applicable Maintenance Program under a written agreement with Epic Parent.
32. “Your Data” means data that meets all the following criteria: (a) the data belongs to You or Your Users, and (b) the data was stored by You or Your Users on Epic-owned servers in accordance with the terms of this Agreement during the Term.
33. “Your Hosting Confidential Information” means, except as provided below, all Your Data stored using the Program Property hosted by Epic as part of the Hosting Services, Your Protected Health Information (as defined in Exhibit 8), Your confidential information concerning Your business strategies, and Your confidential financial information. “Your Hosting Confidential Information” excludes, without limitation, any information that (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Epic, (b) is rightfully known by Epic on a non-confidential basis at the time of the first receipt of such information from You or applicable access provided by You; (c) is independently developed by Epic without the use of any otherwise Your Hosting Confidential Information; (d) is rightfully obtained by Epic from a third party which has the right at such time to transfer and disclose it on a non-confidential basis; (e) relates to the identity of Program Property or other third party software that You are using with the Hosting Services, the types and configuration of hardware or operating systems on which the Program Property or Hosting Services is operated, the identity of any software or hardware systems with which the Program Property interfaces for You, or any customization relating to the Hosting Services; or (f) an Epic Owned Entity has expressly agreed with You to host as part of a specific product offering (e.g., Cosmos).
34. “Your User” means any individual that is permitted to access the Program Property under the Epic License.

## **Hosting Services Agreement - List of Exhibits**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
1	Hosting Pricing Terms
2	Services Specifications
3(a)	Form of Change Order
3(b)	Professional Services Request
4	Hosting Standard Hourly Rates
5	Technical Support for Hosting Services
6	Hosting Services Availability
7	Application Response Time Guidelines
8	Business Associate Exhibit
9	Epic Hosting Information Security Practices
10	Your Responsibilities for Information Security
11	Administrative Fees

## Exhibit 1 - Hosting Pricing Terms

### 1. Hosting Services Fees.

- a. An initial base fee for Hosting Services of \$106,630 per month applies beginning on the Effective Date.
- b. In addition to the base fee for Hosting Services, a connection fee for Hosting Services also applies

[REDACTED]

[REDACTED] As of the Effective Date, the Epic fees for Epic Application Connections, [REDACTED]

[REDACTED] are as follows:

[REDACTED]

[REDACTED] You will use reasonable efforts to inform Epic at least thirty (30) days in advance of any planned change to Your use of the Hosting Services that might result in an increase [REDACTED] as compared to Your prior use, and at least ninety (90) days in advance of any such change that might result in such an [REDACTED] even if the change does not require an increase to the level of Epic Application Connections.

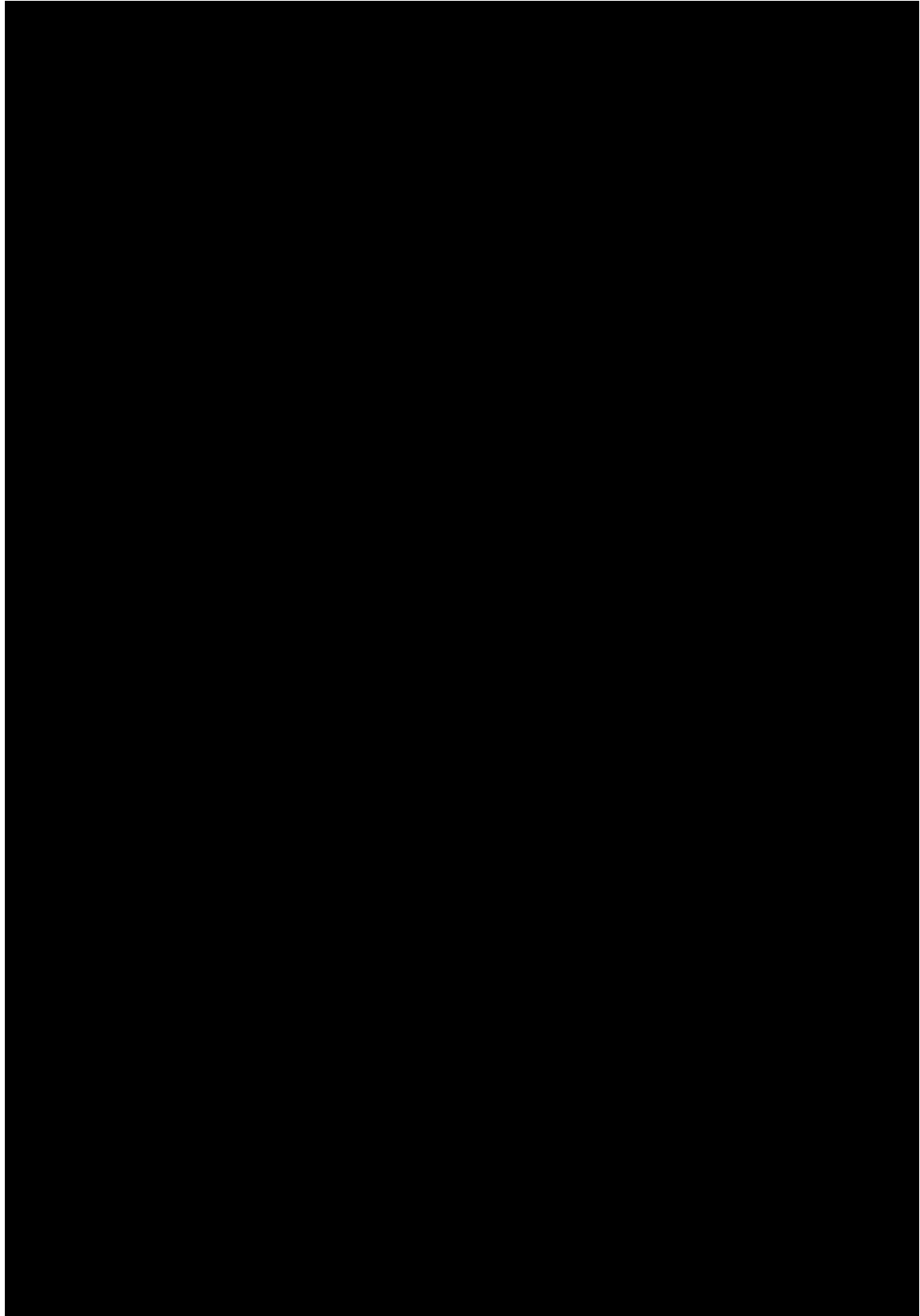
c. [REDACTED]

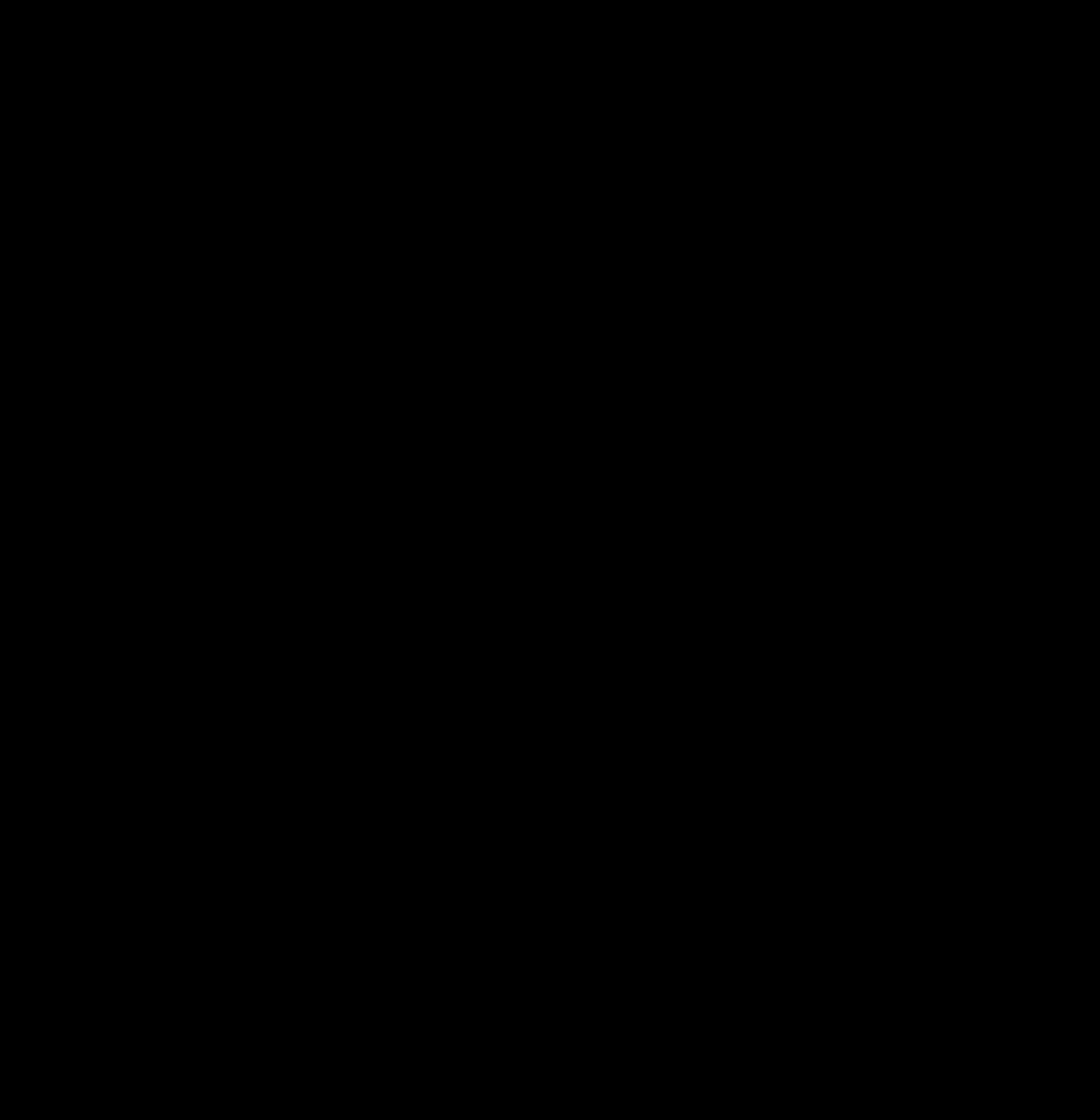
- d. The Hosting Services fees are payable monthly in advance and subject to increases in accordance with the Agreement.

### 2. Assumptions

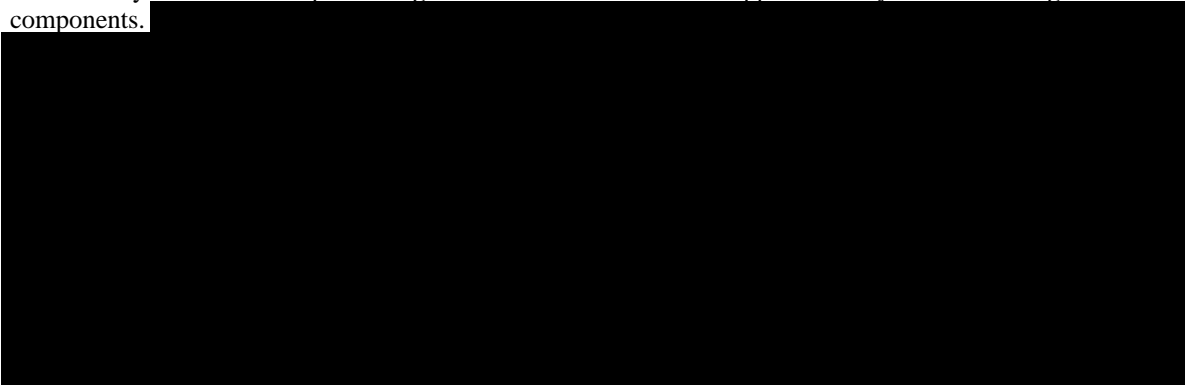
- a. The "Initial Term" means the period beginning on the Effective Date and ending on the earlier of sixty (60) months after the Technical Go Live or seventy-eight (78) months after the Effective Date.
- b. The Hosting Services fees are for Epic's base hosting offering for the Hosting Services as described in the Services Specifications as of the Effective Date.

- c. The Hosting Services fees assume use of the Program Property listed below, subject to the other assumptions set forth in this Exhibit 1. If additional applications or modules are used in the future or Your use exceeds any assumption set forth in this Exhibit 1, additional fees may apply.

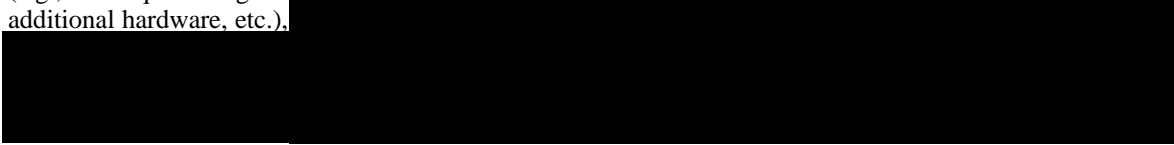




- f. The Hosting Services fees are subject to increases upon installation of Program Property version upgrades beyond Epic November 2020 where You or Epic anticipate You will be using additional features or functionality that would require a higher level of infrastructure support for any of the Hosting Services components.

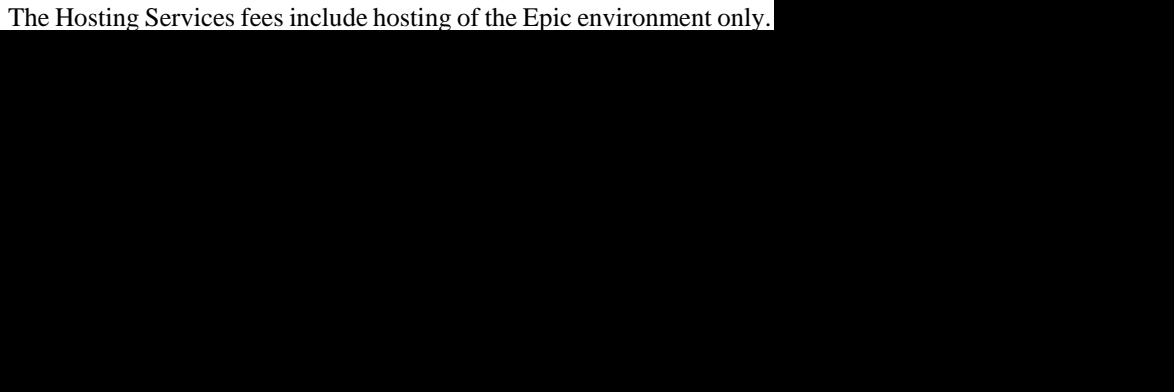


- g. The Hosting Services fees are subject to increases to reflect changes in future versions of the Program Property that are made due to regulatory changes and that have an impact on the hardware, software, telecommunications, network or other similar infrastructure components used by Epic to provide the Services (e.g., the required regulatory change requires more processing power, more storage, additional licenses, additional hardware, etc.).



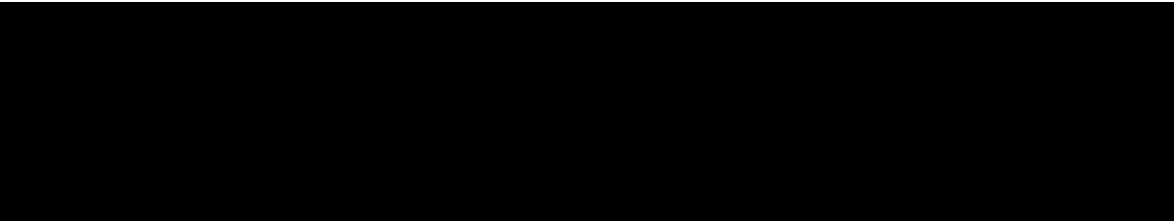
- h. The Hosting Services fees include only the Epic environments described in the Service Specifications. Epic and You may agree to include additional environments in a Change Order and additional fees may apply.

- i. The Hosting Services fees include hosting of the Epic environment only.



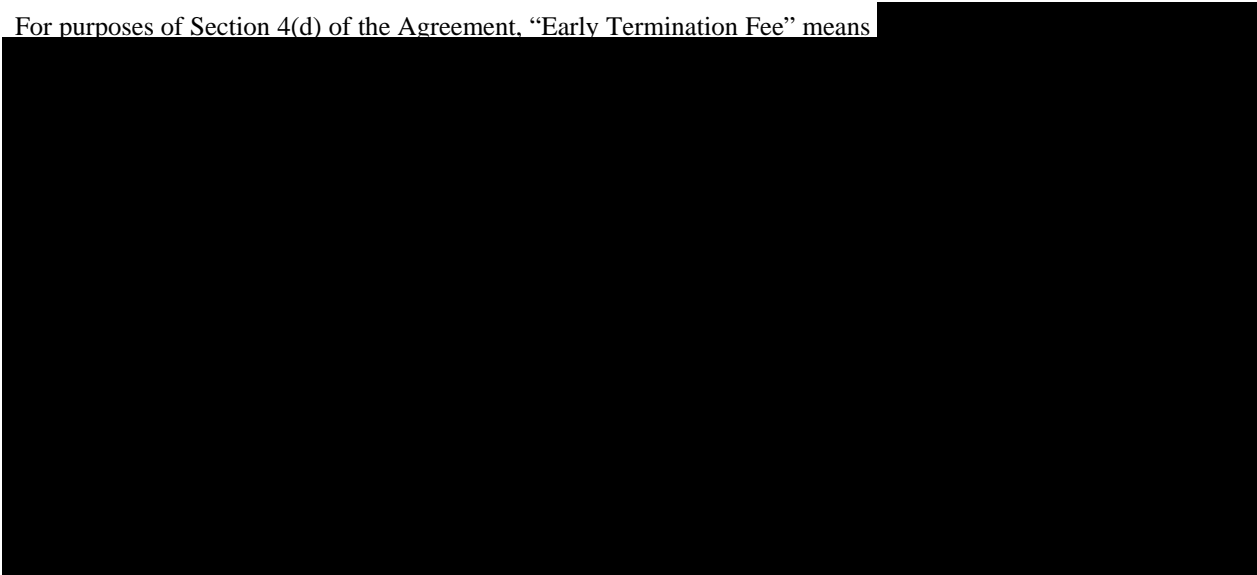
- j. Hardware used to provide the Hosting Services will be purchased and owned by Epic; software licenses used by Epic to provide the Hosting Services will be licensed by Epic, may be used solely with the Program Property, and are non-transferable.

- k.



**3. Early Termination**

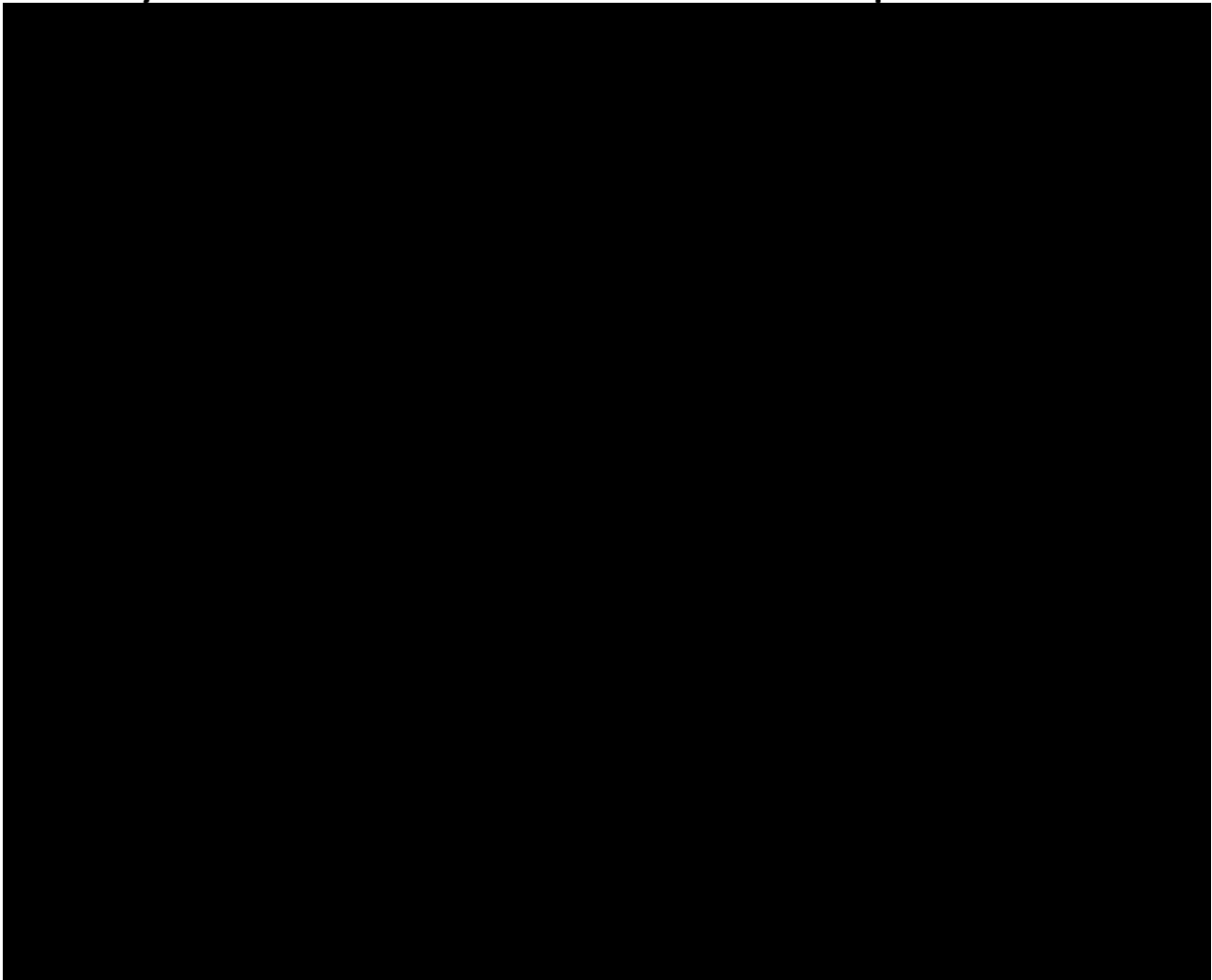
For purposes of Section 4(d) of the Agreement, “Early Termination Fee” means



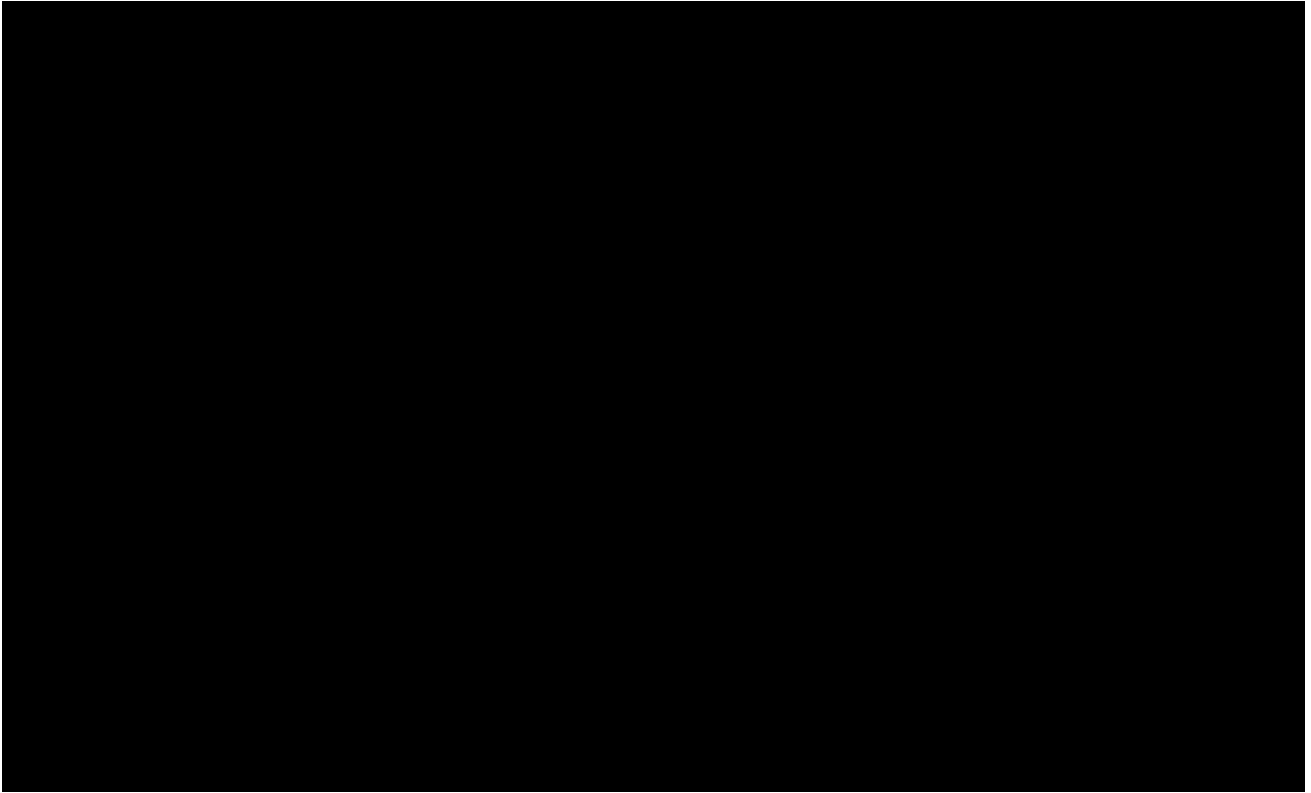
## Hosting Services Descriptions

### Epic Base Offering

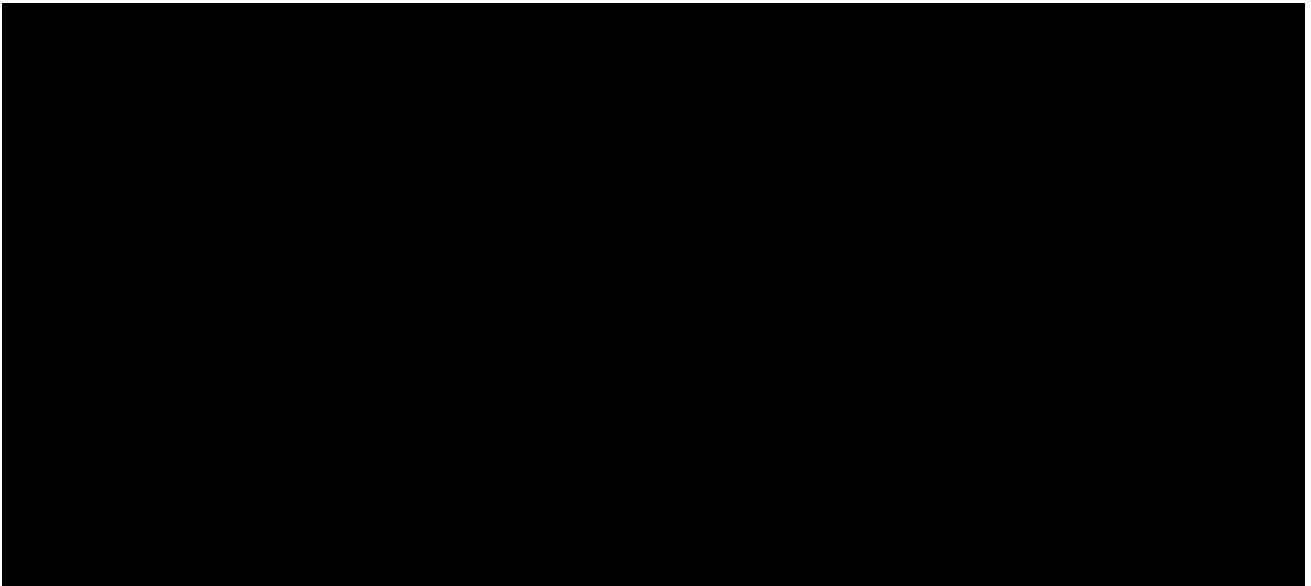
#### Primary Data Center Production Infrastructure Components



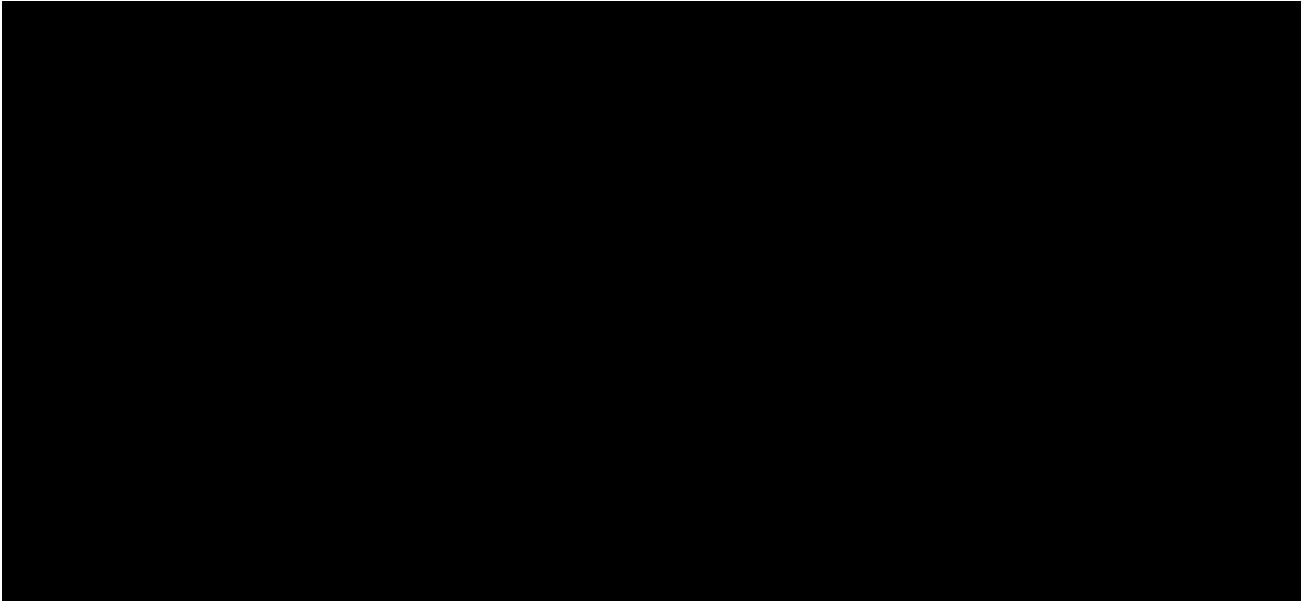
## Secondary Data Center Production Infrastructure Components



## Other Components



## Infrastructure Licensing for Data Center Components



## Data Center Specifications (Primary and Secondary)

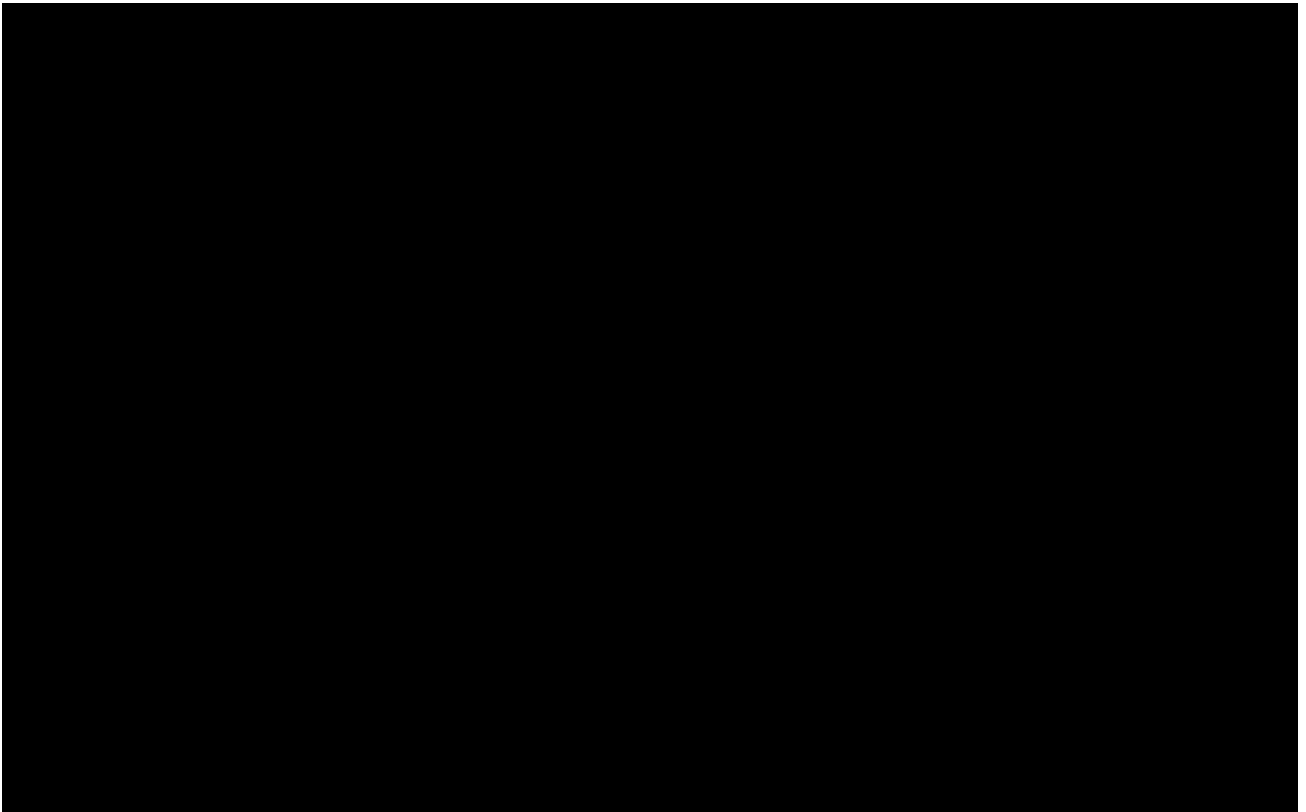


Exhibit 2

Services Specifications for Hosting Services

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**Staffing**

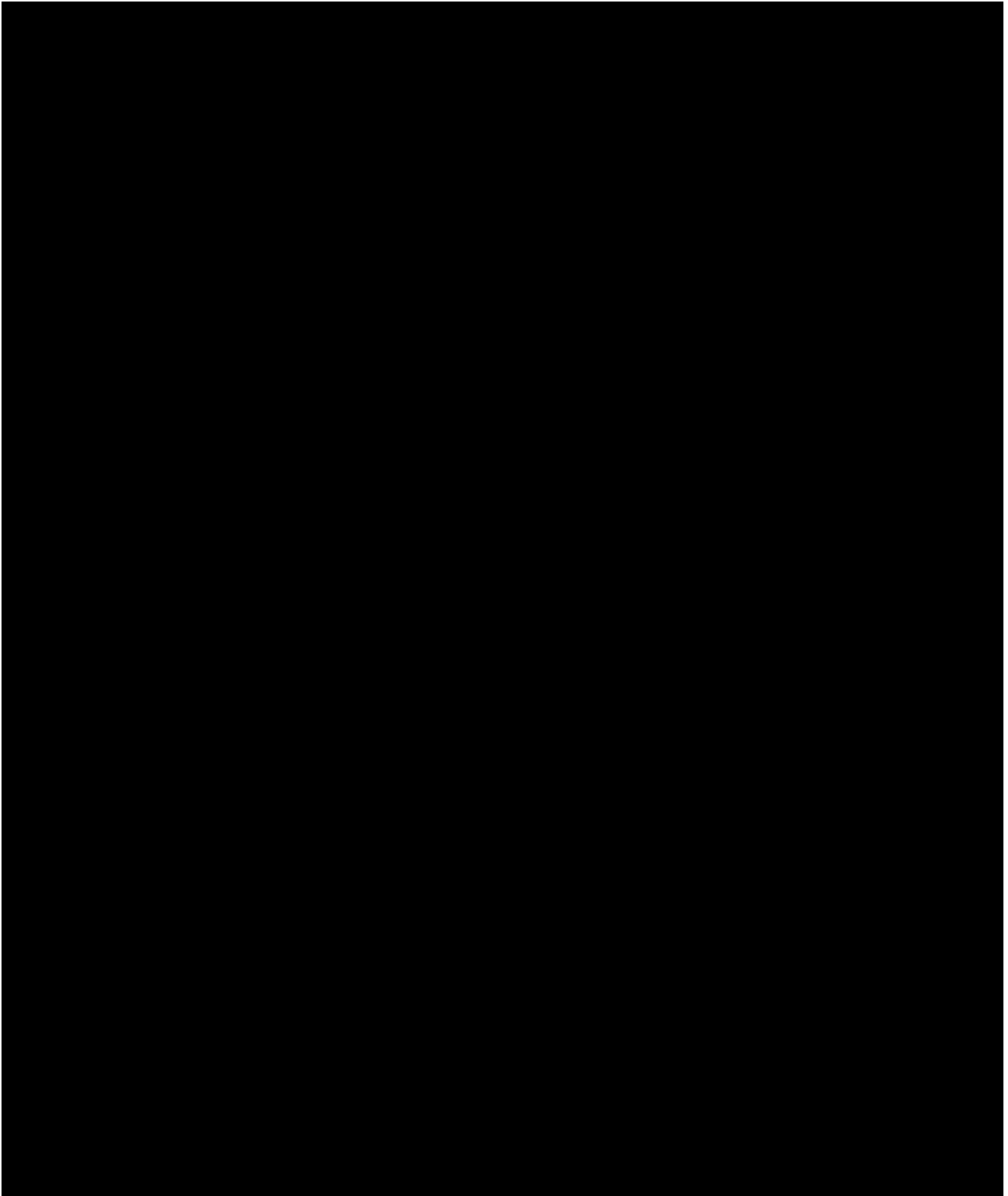
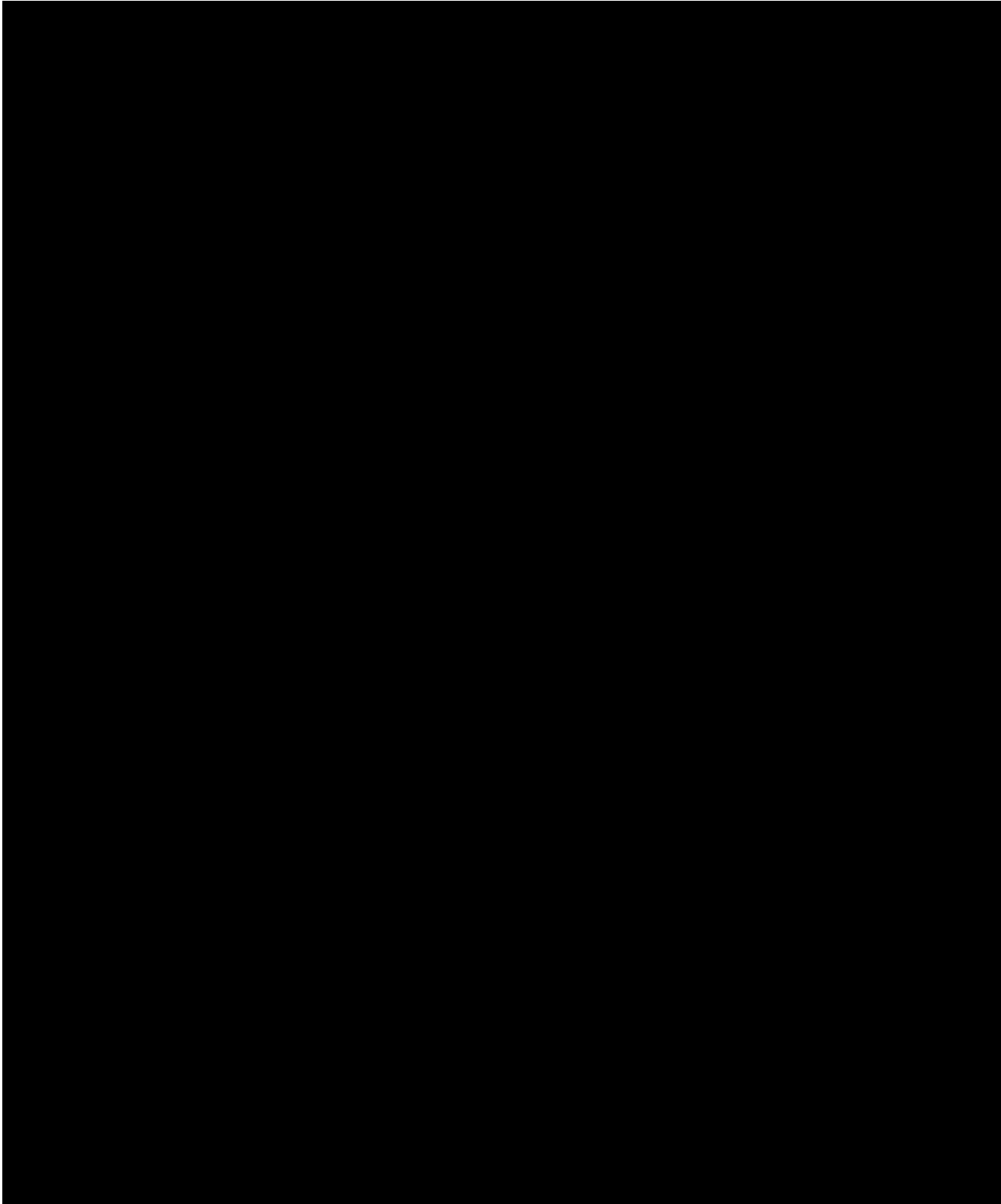


Exhibit 2

Services Specifications for Hosting Services

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**Epic Core Infrastructure On Site Equipment**



## Exhibit 2

### Services Specifications for Hosting Services

## Additional assumptions

### Customer-maintained components

The following is a non-exhaustive list of components are hosted and maintained by You.

<i>Component</i>	<i>Description</i>
End-user devices	Your IT team is responsible for procuring and deploying end-user devices.
Deployment of [redacted] over the application presentation tier receiver	The [redacted] client is currently accessed remotely [redacted] deployed by Your IT team.
Deployment of full client applications	[redacted] You deploy and manage the installation of these clients on the local end-user devices.
Deployment of mobile applications	Mobile applications are downloaded from the mobile application store and configured by either end users or Your IT team.
Inter-facility WAN and facility LAN, including external VPN access to Your WAN	
Automated dispensing systems	

### Staffing by You

The following is a non-exhaustive list of roles related to the Hosting Services that are staffed by You (in addition to other necessary implementation and ongoing application maintenance roles).

<i>Role</i>	<i>Description</i>
Your Technical Project Management	Manage the team handling the technical components not included in the Hosting Services and coordinate with Epic's hosting team on maintenance and change management tasks.
End-User Device Deployment	Manage the deployment of end user devices (e.g., workstations, printers, bar-code scanners).

## Exhibit 2

### Services Specifications for Hosting Services

<i>Role</i>	<i>Description</i>
WAN, LAN and Directory Service Administration	Manage the network infrastructure and directory services (e.g., Active Directory) within Your organization.
Interface and Conversion Analysts	Build and maintain interfaces to external systems and convert data from historical systems.
Security Analysts	Build end user records and security, with the ability to run security reports
Support of systems not hosted by Epic	Manage and maintain all systems not in scope for the Hosting Services.
First Line Help Desk for end users	End user help desk to answer first line questions and resolve issues for users directly.

## Licensing

<i>Component</i>	<i>Licensing (Epic Parent or third-party)</i>	<i>Description</i>
<b>Infrastructure Licensing for Data Center Components</b>		
Crystal/Business Objects (Crystal licenses)	Various	May be sublicensed from Epic Parent or directly from the vendor; not part of Hosting Services.
KB SQL (for back-end searches and Clarity)	Sublicense from Epic Parent	Sublicensed from Epic Parent; not part of Hosting Services.
Windows end-user devices	Customer-chosen third party	Windows OS is required for workstations. Thin device and zero clients may be options at the discretion of Your IT team and the Epic hosting support team.
<b>Certain other licenses for an Epic system</b>		
Epic Parent software	From Epic Parent	Governed by a separate agreement between You and Epic Parent; license and use of Program Property is not part of Hosting Services.
M Operating Environment	Unless expressly stated otherwise in Exhibit 1, license and use of the M Operating Environment is not included in the Hosting Services and is instead sublicensed from Epic Parent.	
Third party content (such as CPT, ICD, AORN, ADA, MEDCIN, NUBC, BI-RADS, ACC, Medi-Span, FDB, SNOMED, Surescripts, etc.)	Various	Typically governed by separate agreements with third parties; some may be sublicensed by Epic Parent. License and use is not part of Hosting Services.

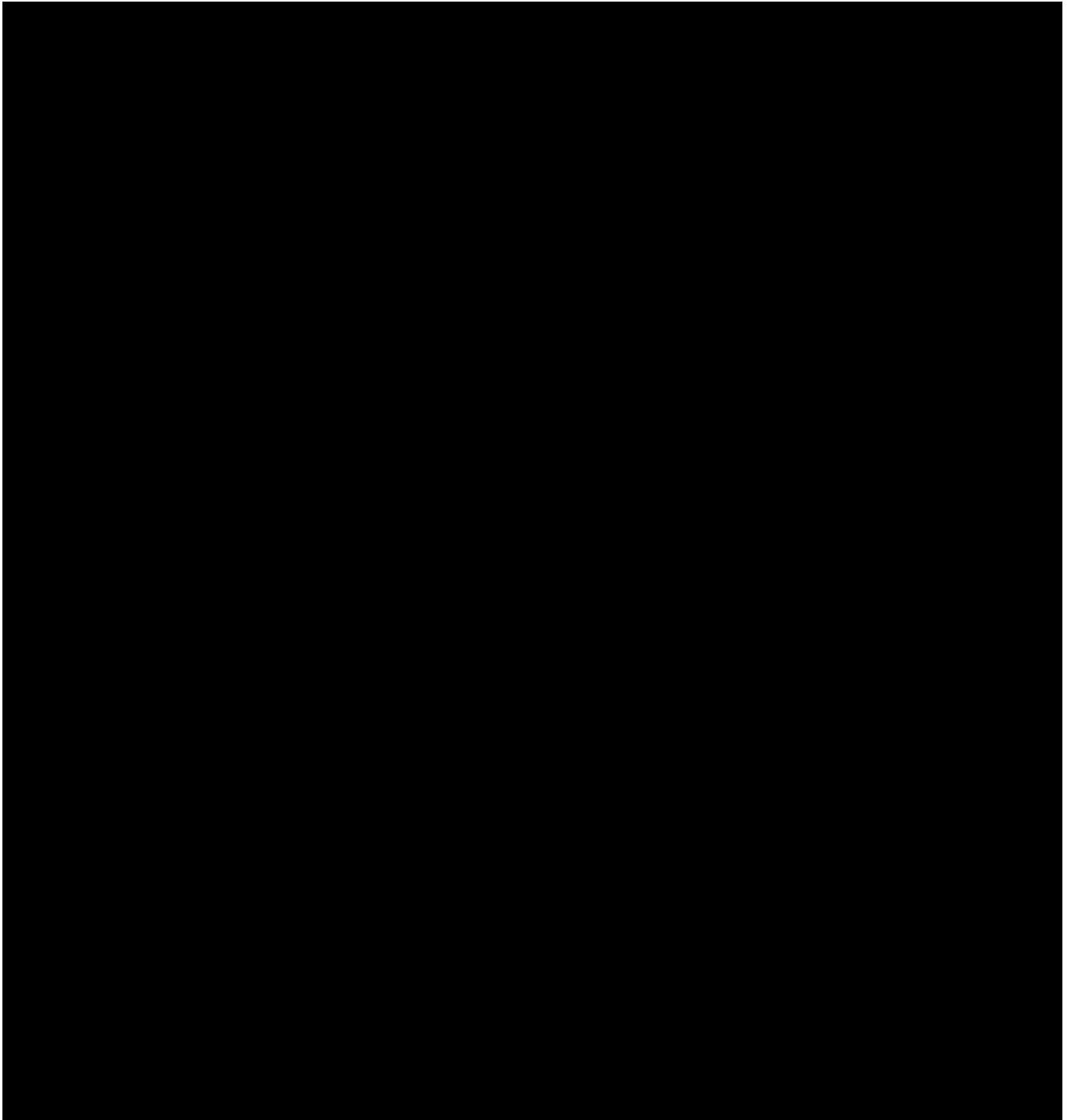
## Exhibit 2

### Services Specifications for Hosting Services

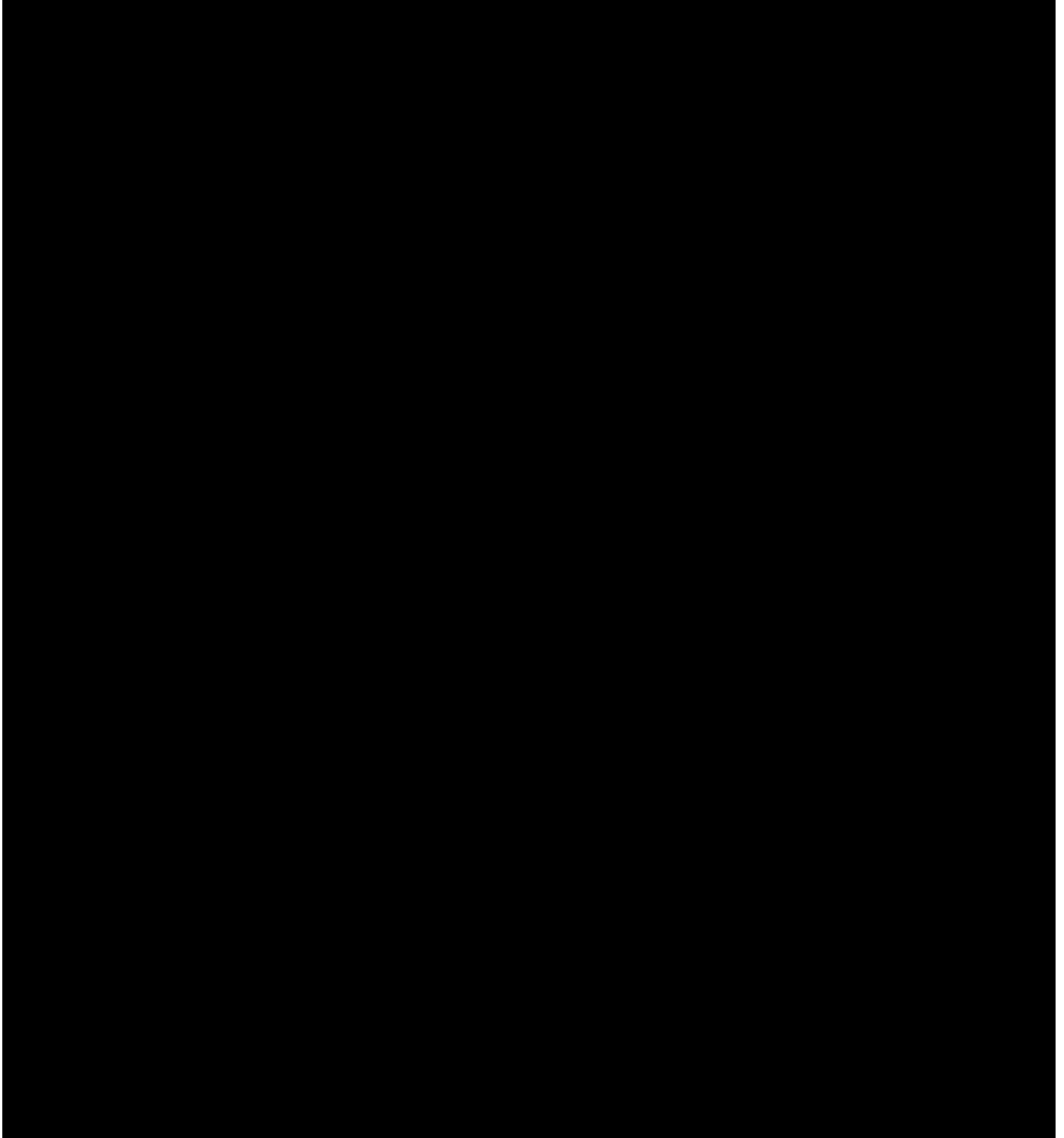
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#### Third-Party Materials

The following example third-party systems are not included as systems hosted or administered by Epic (even if the systems are provided by vendors of included systems). This list is not exhaustive.



**EXHIBIT 4**  
**EPIC HOURLY RATES**  
**HOSTING SERVICES AGREEMENT**

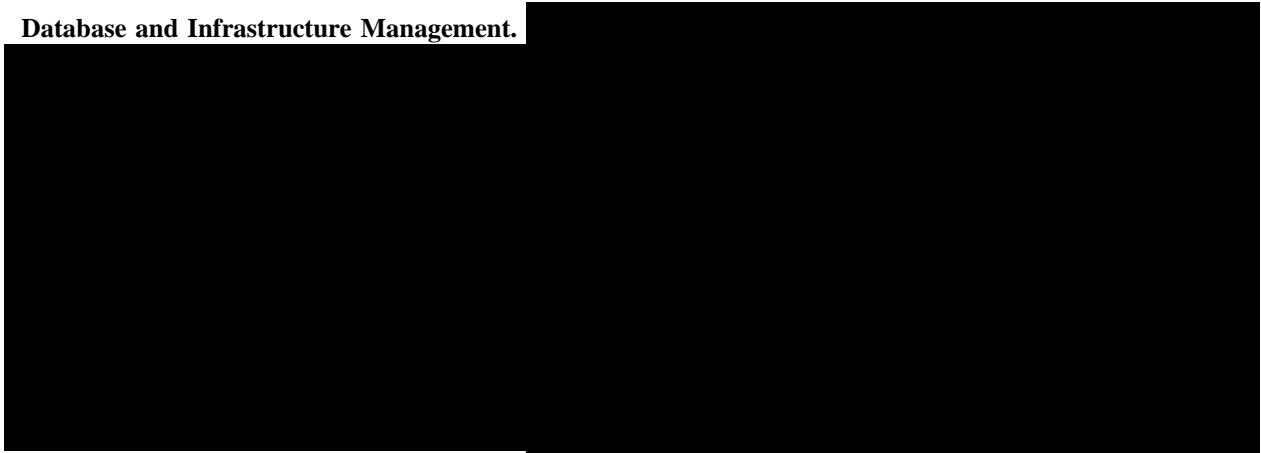


**Exhibit 5**

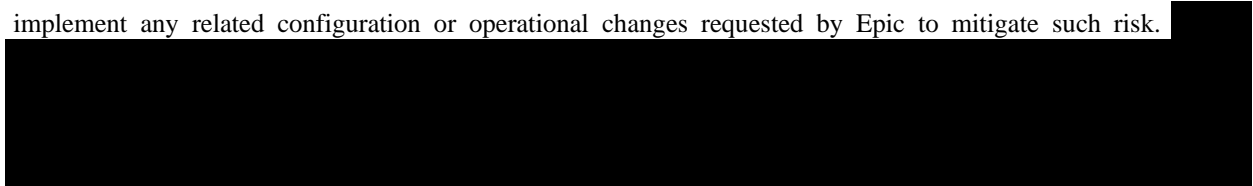
**Technical Support for Hosting Services**

**1. TECHNICAL SUPPORT**

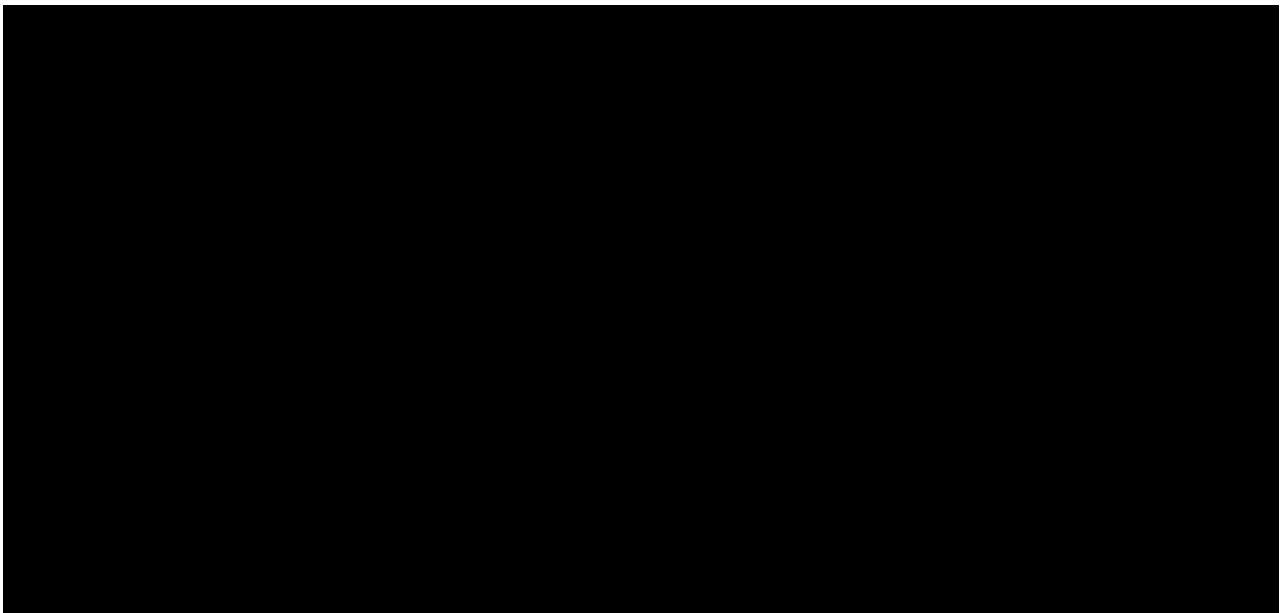
**a. Database and Infrastructure Management.**



**b. Application Updates; Supported Versions.** Epic will work with You to establish a regular maintenance window for Your Hosting Services related software updates (e.g., the Program Property, software components of the Hosting Services). Epic will perform the installation of Updates to the Program Property in Your Production Environment following the completion of Your internal testing. If Epic identifies a potential security risk to Epic's hosting operations, You agree to cooperate with Epic to promptly test and install any Updates to the Program Property and implement any related configuration or operational changes requested by Epic to mitigate such risk.



**c. Operational Hosting Services Support.** Epic provides telephone consultation and assistance support to You through its Hosting Services technical support staff at any time, 24 hours per day and 7 days per week.



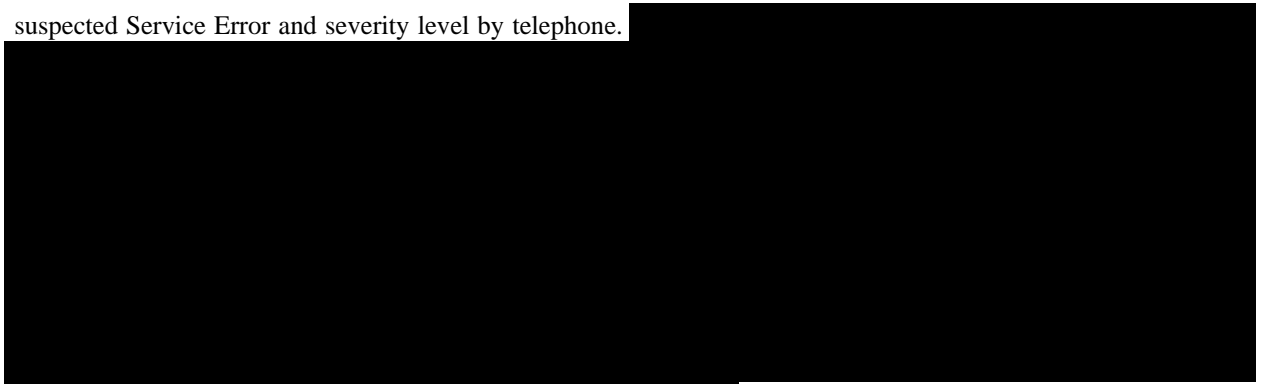
d. **Reported Service Errors.**



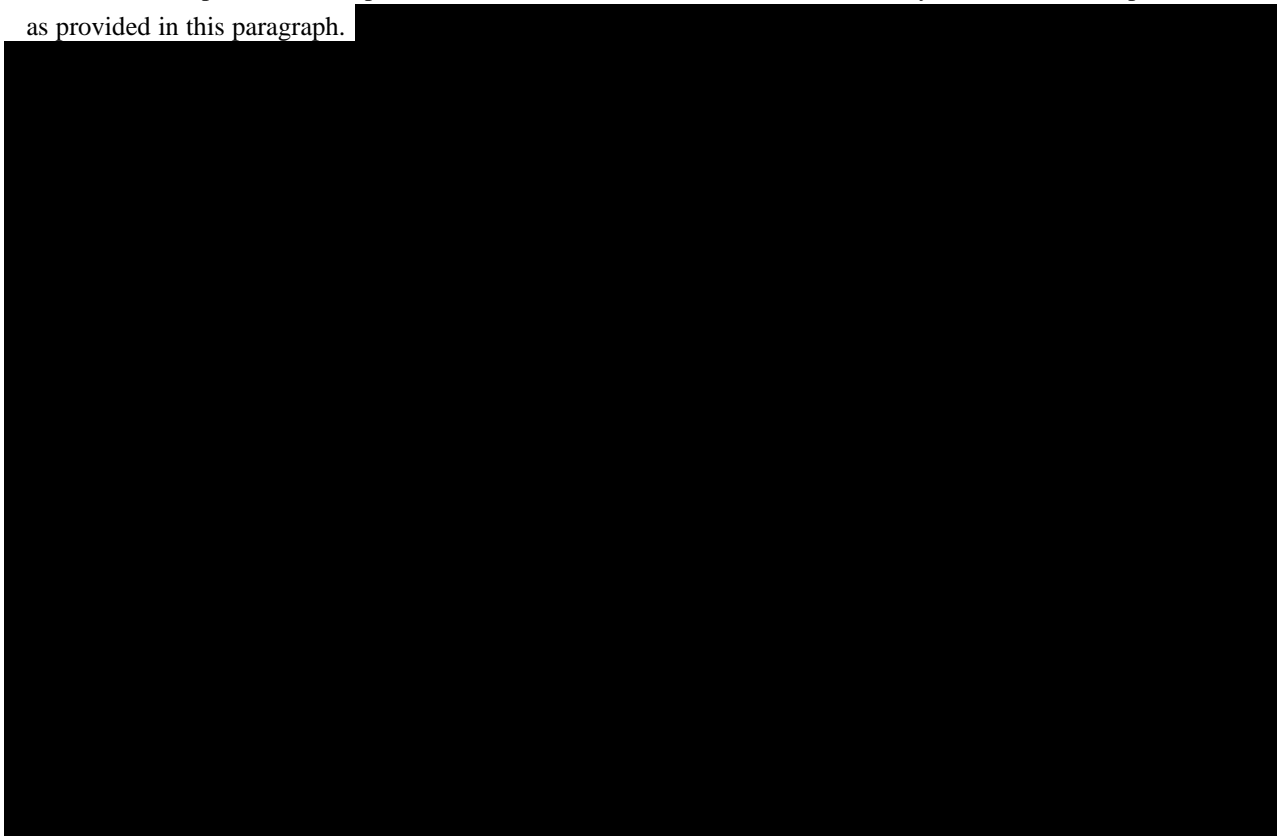
e. **Support Response Guidelines.** Epic will use commercially reasonable efforts to resolve (either by reasonable workaround, correction, or otherwise) Service Errors as described below.

SERVICE ERROR SEVERITY	EPIC RESPONSE
<p><b>CRITICAL: Severity 1</b></p> <ul style="list-style-type: none"> <li>The Hosting Services are down.</li> </ul>	
<p><b>SERIOUS: Severity 2</b></p> <ul style="list-style-type: none"> <li>Hosting Services are materially impacted and there is no reasonable workaround or correction of the Service Error currently available.</li> </ul>	
<p><b>MODERATE: Severity 3</b></p> <ul style="list-style-type: none"> <li>Hosting Services are slightly impacted; or</li> <li>Hosting Services are materially impacted and a reasonable workaround or correction of the Service Error is currently available.</li> </ul>	
<p><b>LOW: Severity 4</b></p> <ul style="list-style-type: none"> <li>Functionality of Hosting Services does not otherwise match documented Services Specifications.</li> </ul>	

- f. **Measuring Response Time.** For all Severity 1 and Severity 2 Service Errors, You must clearly inform Epic of such suspected Service Error and severity level by telephone.



- g. **Escalation.** If Epic does not respond within the time frames set forth above, You may use the escalation procedures as provided in this paragraph.



**2. OTHER ASSUMPTIONS**

- a. **Authorized Use.** You are responsible for the identification and authentication of Your Users. You must approve all of Your Users, and control against unauthorized access to the Hosting Services. Epic is not responsible for any harm caused by Your Users, including their unauthorized access due to Your failure to terminate access to unauthorized users in a timely fashion.



- b. **Acceptable Use Limitations on Your Use of the Hosting Services.**



You agree that You and Your Users will not do any of the following (collectively, the “Acceptable Use Guidelines”):

- other than for providing health care and related services to the patients of You and Your Users and providing access to Your Users, You agree not to access or use the Services to provide any products or services to other third parties;
- provide access to or use of the Hosting Services to anyone other than Your Users, including that You will not resell, sublicense, lease, encumber, copy or otherwise transmit the Hosting Services to anyone other than Your Users;
- derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on the Hosting Services;
- use the Hosting Services in a manner that (i) is not contemplated by this Agreement or the Epic License and (ii) materially delays, impairs or interferes with system functionality for others or that materially compromises the security or integrity of any data, equipment, software or system input or output used as part of the Hosting Services;
- enter data using the Hosting Services that infringes the rights of other third parties;
- apply "screen-scraping" or other similar technology or methods to the Hosting Services, including in any way that would allow You to systematically make printed or electronic copies of the Hosting Services or its elements, pages, screens or formats;
- use the Hosting Services, or any part thereof, for any unlawful purpose;
- perform or disclose the results of security, benchmark or penetration testing of Epic's Hosting Services environment or associated infrastructure;

[REDACTED]

- violate the Customer Responsibilities for Information Security

[REDACTED]

Use of or access to the Hosting Services in violation of the Acceptable Use Guidelines or other terms of this Agreement is strictly prohibited. Permission to access or use the Hosting Services may be limited or suspended immediately if, in Epic's sole discretion, You have breached the Acceptable Use Guidelines [REDACTED]

[REDACTED] and that Epic is entitled to injunctive relief to prevent such violation. Epic may update the Acceptable Use Guidelines from time to time by providing them in writing to You.

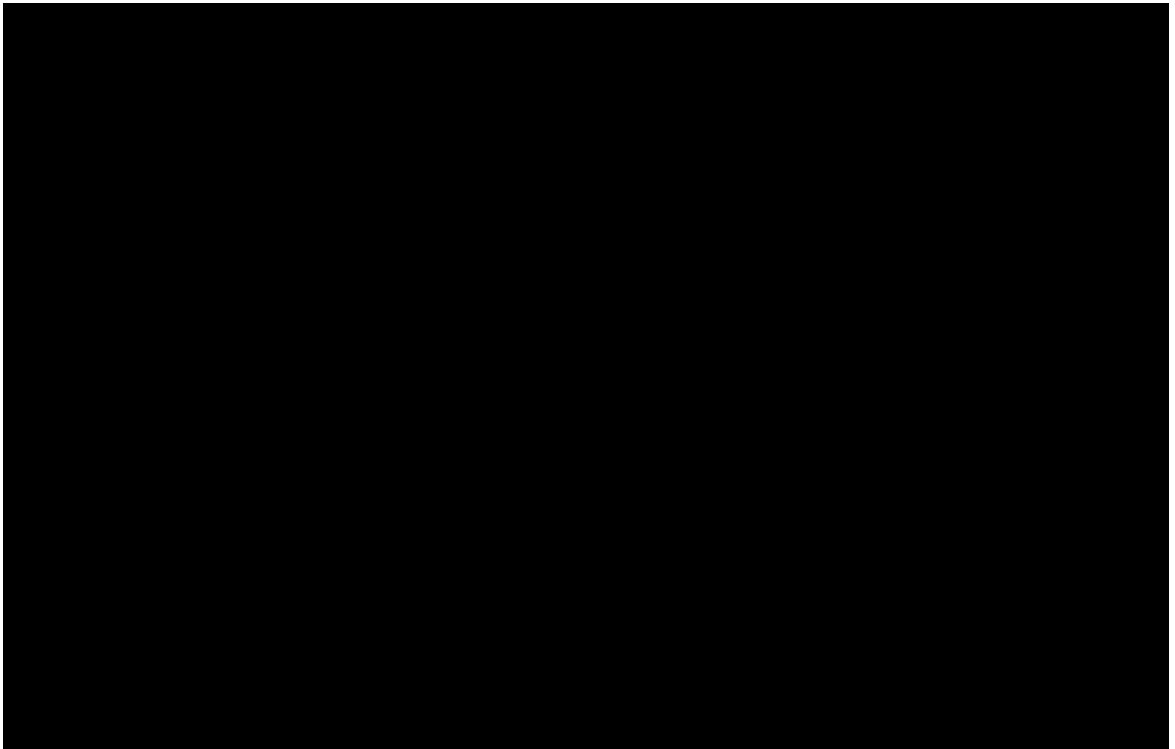
c. **Non-Hosting Errors.** [REDACTED]

d. **Use of Data.** Epic may compile statistical and other information related to the performance, operation, security and use of the Services and for research and development of Epic products and services; provided, however, that such statistical and other information will not involve the use or disclosure of any Protected Health Information.

**Exhibit 6**  
**Hosting Services Availability**

The term “Hosting Services Availability” (defined below) seeks to measure the average amount of time per month that the Program Property is available to Your Users in a live, production environment. Epic will use commercially reasonable efforts to provide the Hosting Services with the goal of achieving the maximum level of Hosting Services Availability.

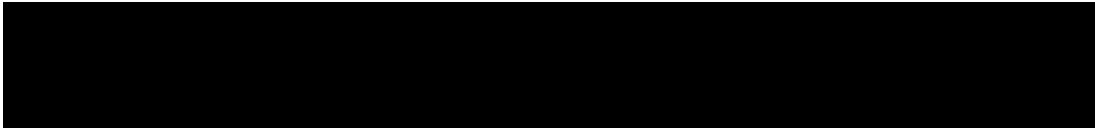
a. **Measuring Hosting Services Availability.**



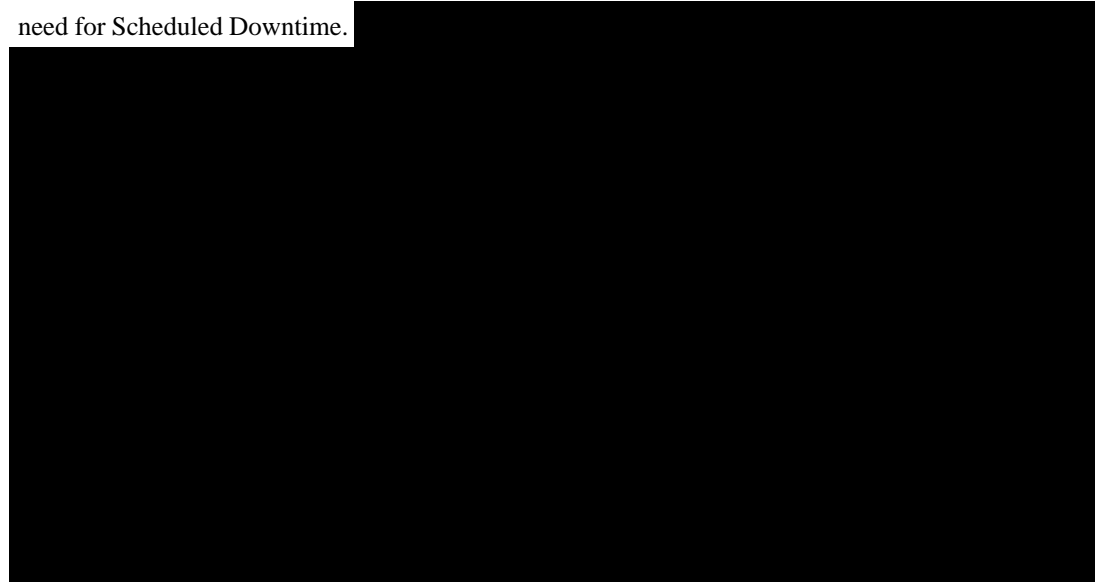
b. **Service Level Factors and Definitions.**

1. Hosting Services Availability. The term “Hosting Services Availability” means the period of time, calculated in the manner described in this Exhibit, that the Program Property is available to Your Users in Your Production Environment.

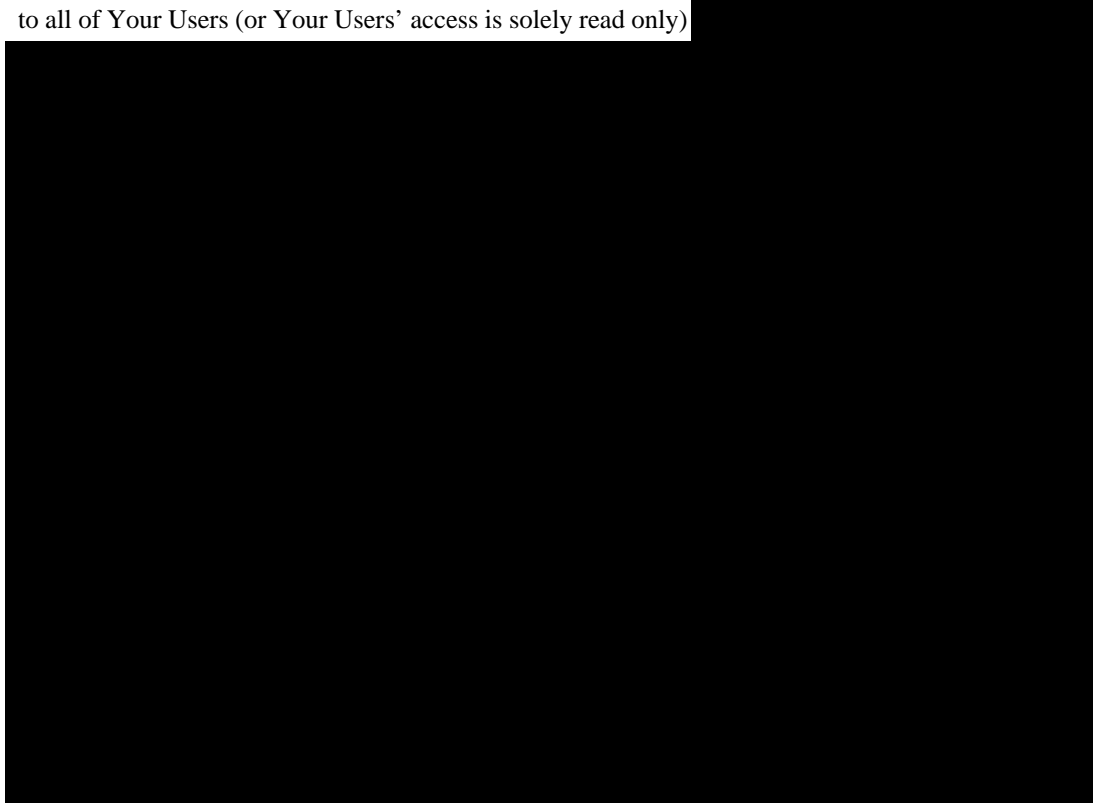


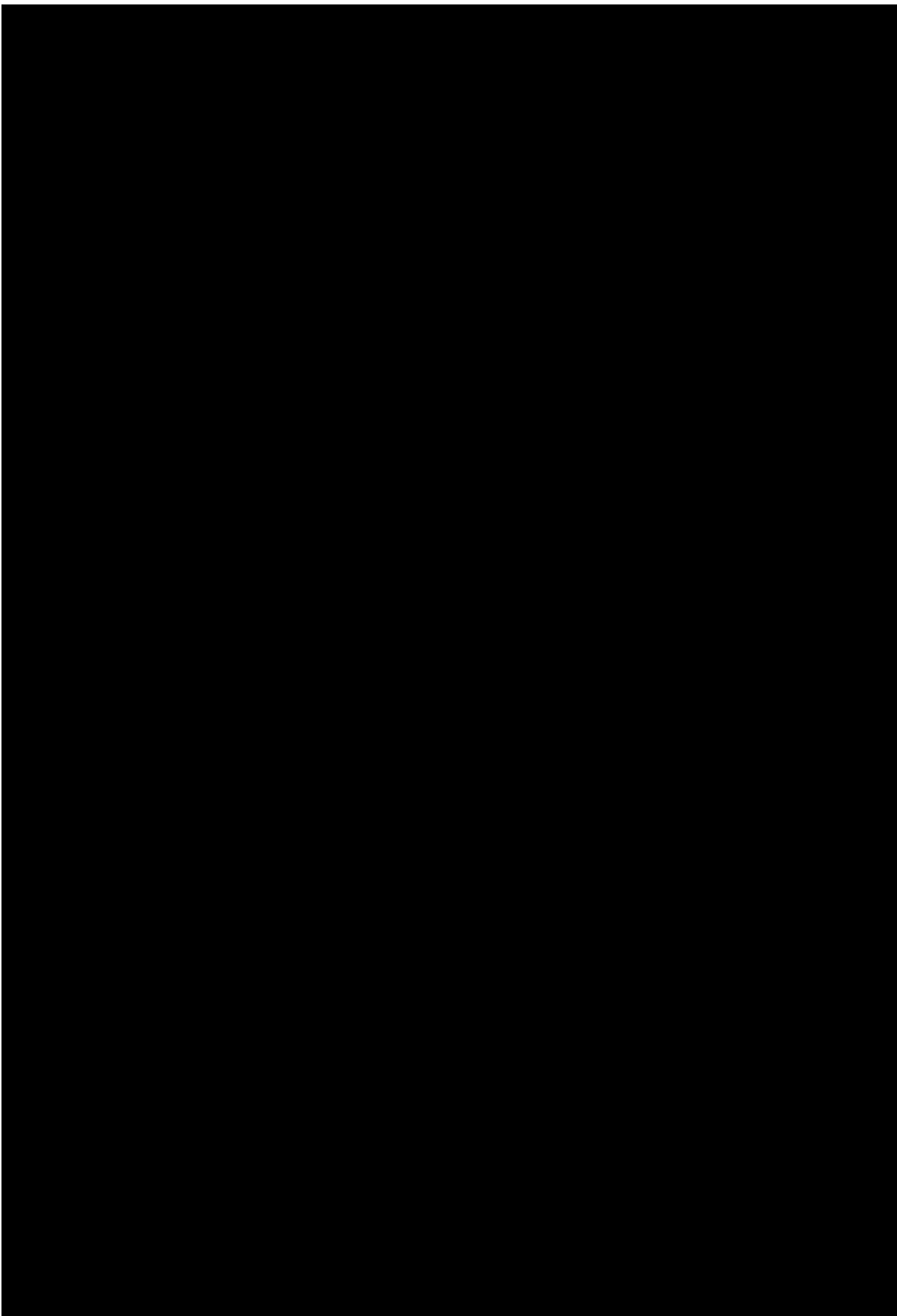


2. Scheduled Downtime. Epic will work with You, as reasonably practicable, to arrange for Scheduled Downtime during non-peak hours and will use commercially reasonable efforts to minimize the need for Scheduled Downtime.



3. Unscheduled Downtime “Unscheduled Downtime” means one or more minutes during an applicable calendar month where the Program Property provided through the Hosting Services is unavailable to all of Your Users (or Your Users’ access is solely read only)





[REDACTED]

c. **Service Level Credits.**

For any month during which actual Hosting Services Availability is less than

[REDACTED]

[REDACTED]

Epic shall

provide You a service credit on the next billing cycle as follows:

Monthly Hosting Services Availability	Percent of monthly Hosting Services fees provided as credit
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[REDACTED]

[REDACTED]

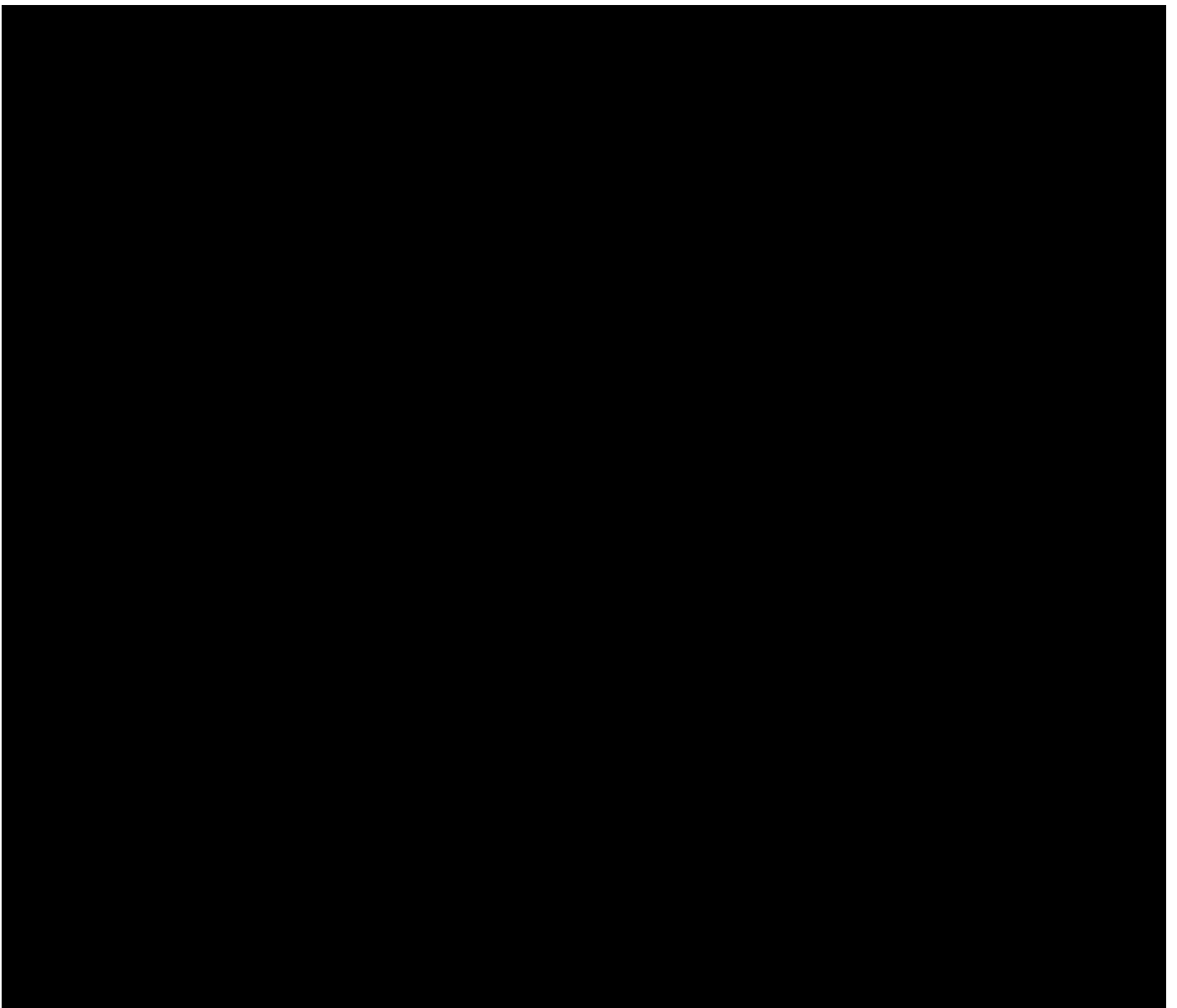
The amounts listed in the table above and the termination right under this paragraph represent Your sole and exclusive remedy for all Claims arising out of or relating to the unavailability of the Hosting Services to You.

**Exhibit 7**  
**Application Response Time Guidelines**

**1. GENERAL**



**2. SYSTEM PERFORMANCE CREDITS**



**Exhibit 8**  
**BUSINESS ASSOCIATE EXHIBIT**

**BACKGROUND**

- A. You (“Covered Entity”) and Epic Hosting, LLC (“Business Associate”) have entered into a Hosting Services Agreement (inclusive of this Exhibit, the “Agreement”), pursuant to which Covered Entity will obtain hosting services from Business Associate.
- B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (“HITECH”) and the regulations promulgated thereunder by the United States Department of Health and Human Services, and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA, HITECH and the Regulations. Covered Entity and Business Associate intend to protect the privacy and provide for the security of the PHI disclosed to Business Associate pursuant to this Exhibit.
- C. The Regulations require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and as contained in this Exhibit.
- D. Business Associate will have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to Covered Entity.

**TERMS**

- 1. **Definitions.** All capitalized terms used but not otherwise defined in this Exhibit have the same meaning as those terms in the Regulations.
  - a. **Breach.** For purposes of Sections 2(d) and 2(k) of this Exhibit only, “Breach” has the meaning set forth in § 164.402 (including all of its subsections) of the Regulations; with respect to all other uses of the word “breach” in this Exhibit (e.g., section 4), the word has its ordinary contract meaning.
  - b. **Individual.** “Individual” has the same meaning as the term “individual” in § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with § 164.502(g) of the Regulations.
  - c. **Regulations.** “Regulations” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, and the HITECH Act at 42 USC section 17921 et seq as in effect on the effective date of the Agreement.
  - d. **Protected Health Information.** “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - e. **Required By Law.** “Required By Law” has the same meaning as the term “required by law” in § 164.103 of the Regulations.
  - f. **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his designee.
- 2. **Obligations and Activities of Business Associate.**
  - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Exhibit, the Agreement or as Required By Law.
  - b. Business Associate agrees to use appropriate safeguards, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316, and comply, where applicable, with Subpart C of 45 CFR Part 164 of the Regulations with

respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit or the Agreement.

- c. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Exhibit.
- d. Business Associate agrees to report to Covered Entity any Security Incident respecting electronic Protected Health Information in Business Associate's possession or control, and any use or disclosure of the Protected Health Information not provided for by the Agreement (including Breaches of Unsecured Protected Health Information as provided in Section 2(k) below) of which Business Associate becomes aware.
- e. Business Associate agrees to ensure that, in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2) of the Regulations, any subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to comply with the same or similar restrictions and conditions that apply to Business Associate with respect to such information.
- f. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under § 164.524 of the Regulations.
- g. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity.
- h. To the extent Business Associate is to carry out any of Covered Entity's obligations under Subpart E of 45 CFR 164 of the Regulations, Business Associate will comply with the requirements of Subpart E of 45 CFR 164 of the Regulations that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- j. Accounting of Disclosures.
  1. Business Associate agrees to document such disclosures by Business Associate of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Regulations.
  2. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(j)(1) of this Exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Regulations.
- k. Notifications Regarding Breaches of Unsecured PHI. Following Business Associate's discovery of a Breach of Unsecured Protected Health Information, Business Associate will notify Covered Entity of such Breach in accordance with §§ 164.410 and 164.412 of the Regulations. Such notification will be provided by Business Associate within [REDACTED] of the date on which a member of Business Associate's upper management (including its Security Officer) has actual knowledge of such Breach. Business Associate's notice of any such Breach to Covered Entity's Office of Compliance will include the following information to the extent available: date the Breach; date the Breach was discovered; a brief description of circumstances surrounding the Breach; the number of potentially affected Individual(s); and a description of how the Breach occurred. Upon Covered Entity's reasonable request following a report, use commercially reasonable efforts to conduct and document a risk assessment by investigating the Breach to determine, to the extent reasonably possible, the following: the nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification; the unauthorized person(s) who is reasonably believed to have access to the PHI; whether the phi was actually acquired or viewed; and the extent to which the risk to PHI has been mitigated.
- l. Restriction against Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act (42 U.S.C.

section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement or federal law.

- m. **Minimum Necessary.** When using or disclosing Protected Health Information, or when requesting Protected Health Information from Covered Entity, Business Associate agrees to use reasonable efforts to limit Protected Health Information to the minimum necessary to perform the Business Associate's obligations under the Agreement or this Exhibit.

### **3. Permitted Uses and Disclosures by Business Associate.**

- a. Except as otherwise expressly limited in this Exhibit, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the Agreement and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of hosting services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this Exhibit, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this Exhibit, Business Associate also may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the disclosure is Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise expressly limited in this Exhibit, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by § 164.504(e)(2)(i)(B) of the Regulations.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Regulations.

### **4. Termination.**

- a. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach by Business Associate of this Exhibit, Covered Entity may:
  - 1. Covered Entity may provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this Exhibit and the Agreement; or
  - 2. If Business Associate has breached a material term of this Exhibit and cure is not possible, immediately terminate this Exhibit and the Agreement.
- b. Effect of Termination.
  - 1. Except as provided in paragraph (2) of this section, upon termination of this Exhibit, for any reason, Business Associate will return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information.
  - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate will extend the protections of this Exhibit to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 5. Miscellaneous.

- a. Changes to Regulations. If the Regulations are amended, including by way of anticipated regulations yet to be promulgated as provided in HITECH, in a manner that would alter the obligations of Business Associate as set forth in this Exhibit 8, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this Exhibit 8.

Business Associate acknowledges and agrees that in addition to Protected Health Information being subject to protection under the Regulations, Protected Health Information may also be subject to protection under state law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. (“CMIA”) and the California Health & Safety Code (Health and Safety Code §51280, et seq.). If state law governing the protection of Protected Health Information is amended such that the obligations of Business Associate as provided in this Exhibit 8 are required to be amended, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this Exhibit 8.

- b. Injunctive Relief. Business Associate acknowledges and agrees that Covered Entity may suffer irreparable damage upon Business Associate’s breach of this Business Associate Agreement and that such damages may be difficult to quantify. Business Associate acknowledges and agrees that Covered Entity may seek injunctive relief to enforce the terms of this Exhibit against Business Associate, in addition to any other remedy Covered Entity may have.
- c. Ownership. As between Covered Entity and Business Associate, PHI shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI.
- d. Survival. The respective rights and obligations of Business Associate under Section 4(b) of this Exhibit survive the termination of this Exhibit.
- e. Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the Regulations.
- f. Unencrypted PHI. Covered Entity will not send unencrypted PHI to Business Associate in any form, including via email or on mobile devices such as USB drives. Should Covered Entity do so, Business Associate is not responsible for any damages arising out of or relating to unencrypted PHI that Covered Entity sends to Business Associate in any form.
- g. Obligations of Covered Entity. Covered Entity shall notify Business Associate of any of the following, to the extent that such may affect Business Associate’s use, access, maintenance or disclosure of PHI:
1. Any limitation(s) in Covered Entity’s notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  2. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  3. Any restriction to the use, access or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. section 164.522.
- h. Application of Civil and Criminal Penalties. Business Associate acknowledges that pursuant to §§ 13401(b) and 13404(c) of HITECH:
1. in the case Business Associate violates any security provision specified in § 13401(a) of HITECH, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner such sections apply to a covered entity that violates such security provision; and
  2. in the case Business Associate violates any provision of 13404(a) or 13404(b) of HITECH, the provisions of sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

# Epic Hosting Information Security Practices

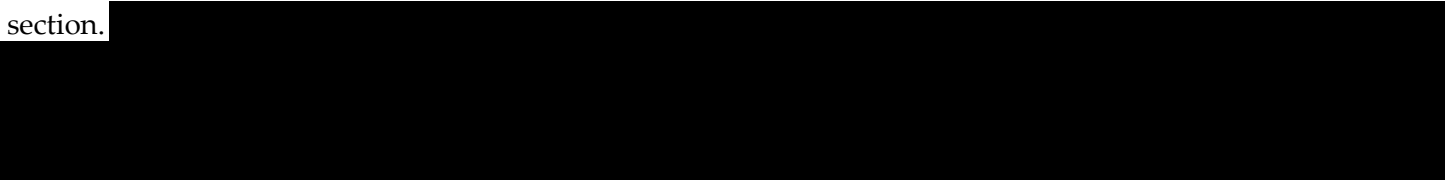
## Hosting Technology Summary

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### Overview

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Epic Hosting, LLC (“Epic”) will implement and maintain a written information security program (the “Information Security Program”) that includes administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of your data. Epic will use commercially reasonable efforts to have the Information Security Program and its controls, policies, and procedures regularly audited by a third party based on an objective and industry-recognized standard, as described in the External Audits section.



As the information security field changes and new technologies are developed, Epic periodically reviews and updates its Information Security Program. As part of its current Information Security Program, Epic has established security controls that meet or exceed the following requirements.

### Epic’s Information Security Program

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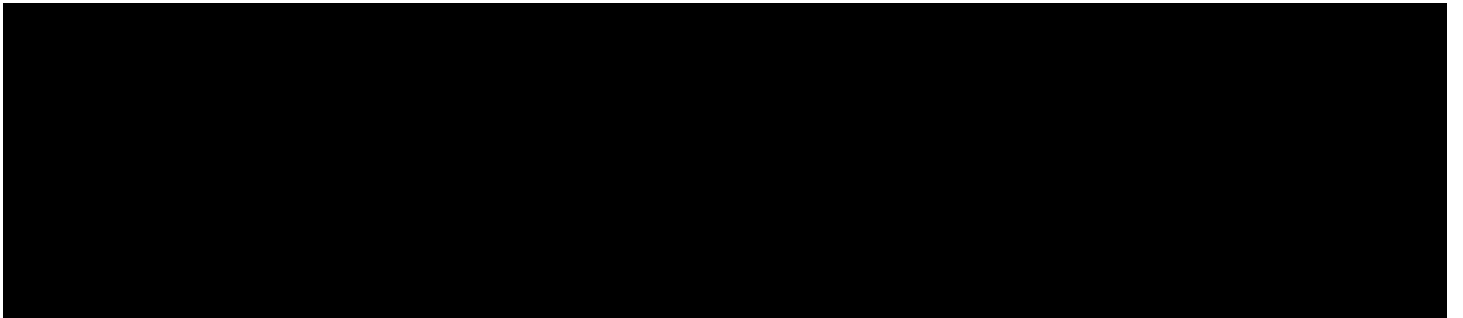
#### Personnel Security and Access



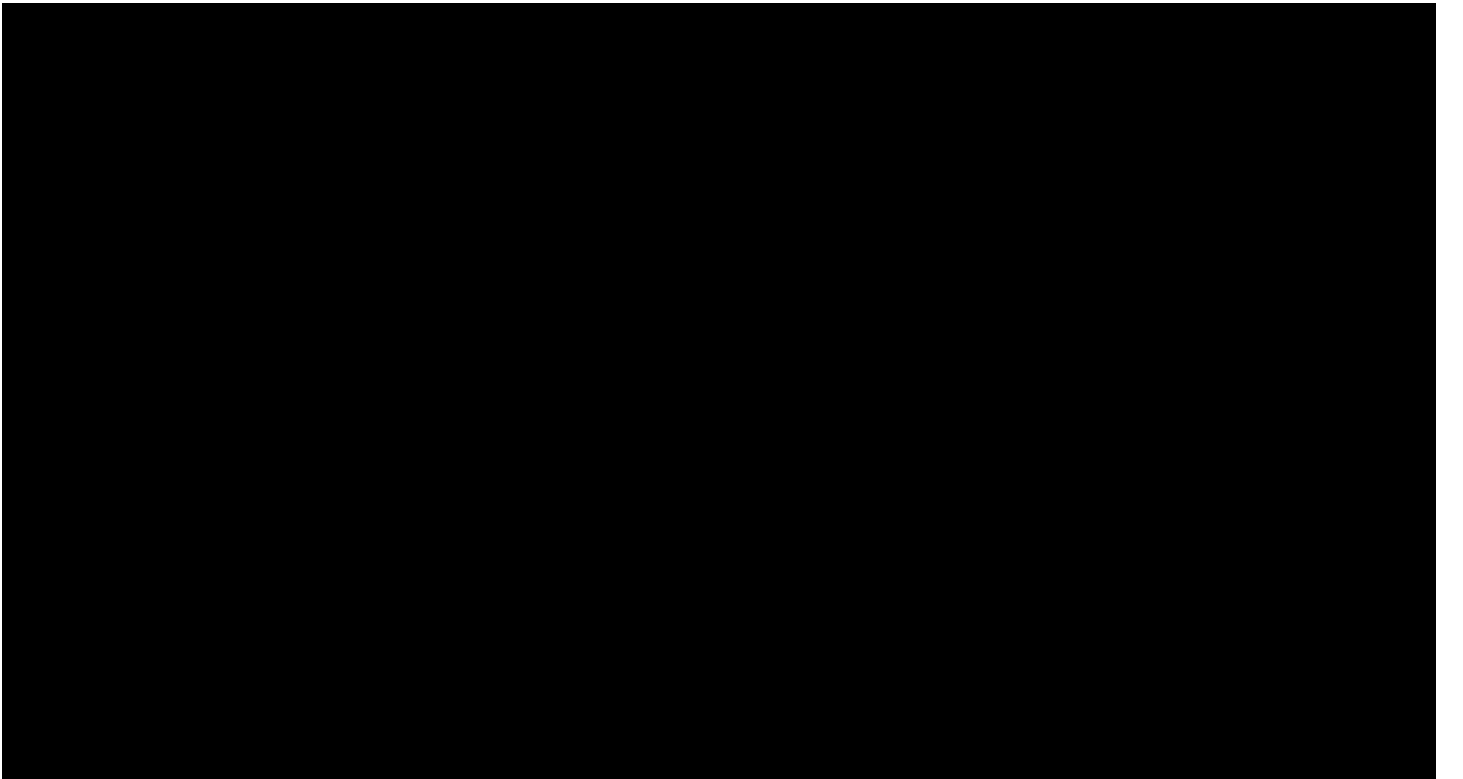
## **Physical Security and Access to Epic-Owned or Managed Secured Facilities**



## **Network Security and Intrusion Detection**



## **Secure Data Storage and Transmission**



## System Activity Monitoring and Security Incident Response



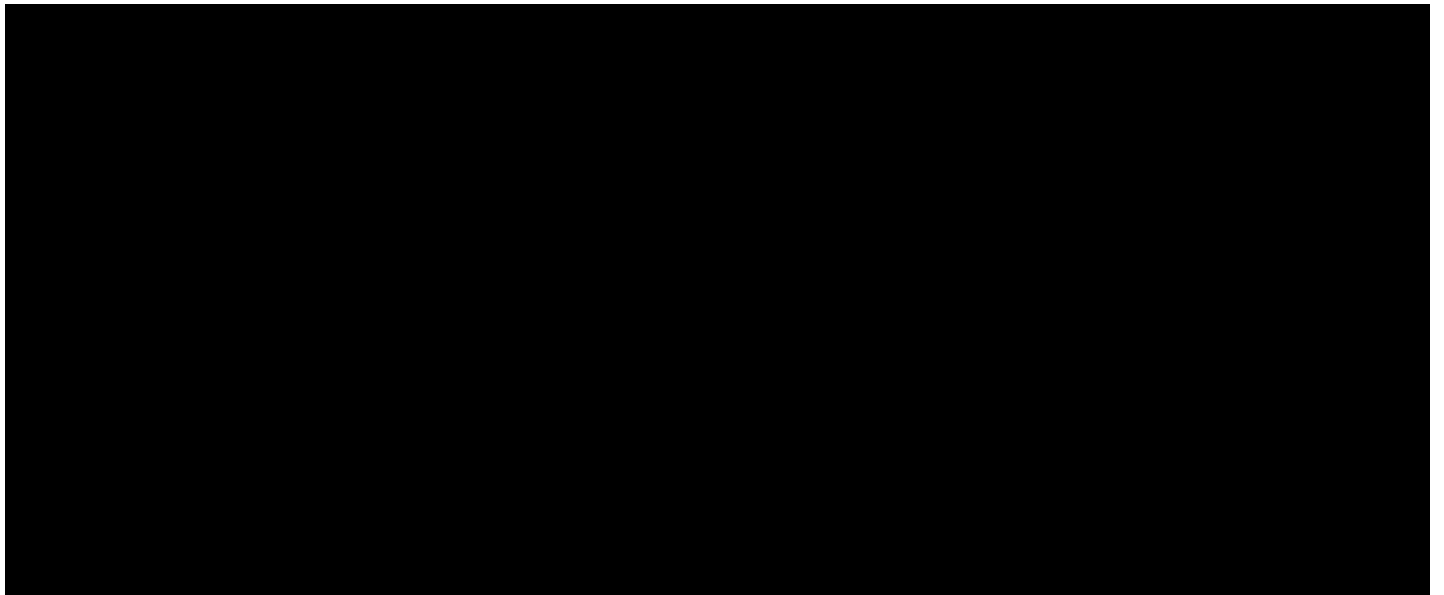
## End-Point Security



## Vulnerability Management



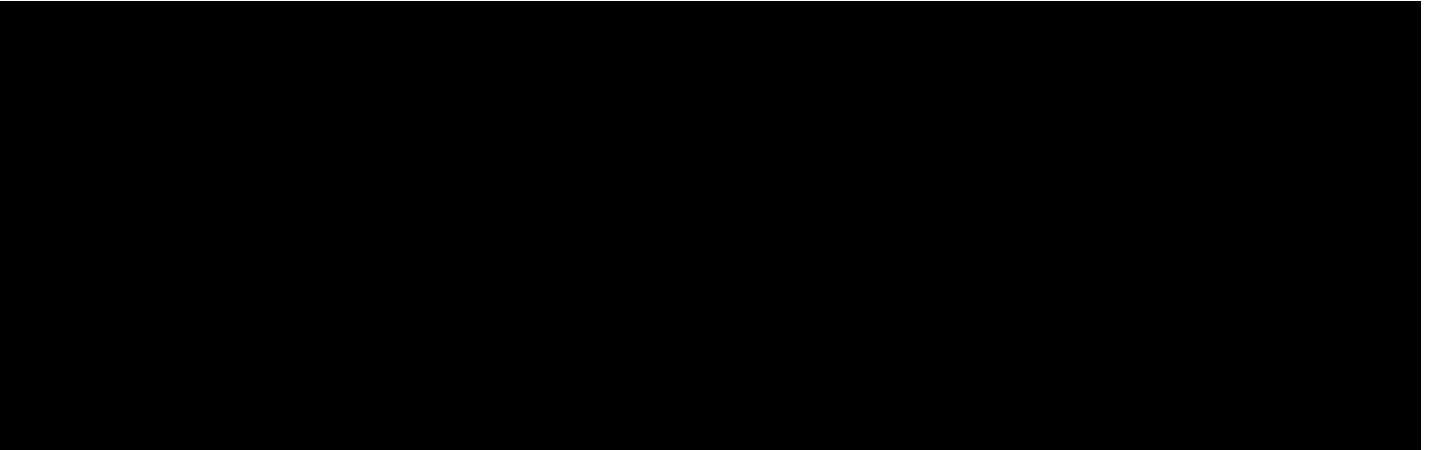
## Vendor Management



## System Security Patching, Upgrading, and Maintenance

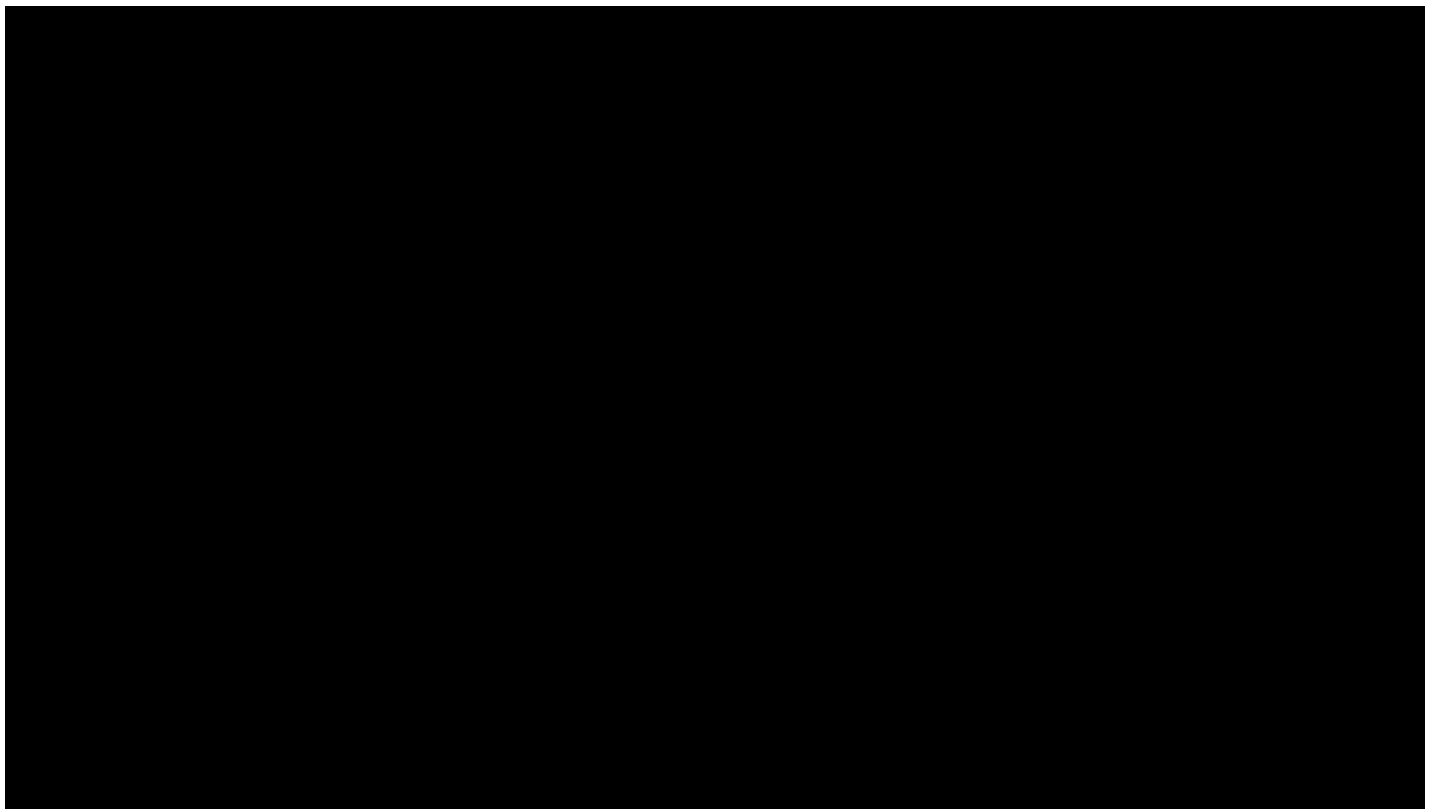


## Offshore Access



## External Audits

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# Your Organization's Responsibilities for Information Security

## Hosting Technology Summary

### Overview

Your organization and Epic Hosting, LLC ("Epic") share responsibility for the overall security of your data. While your Epic-hosted environments reside on infrastructure maintained by Epic, you control your end users' and administrators' access to your environments. As a result, your administrative, technical, and physical security controls can impact the security of your Epic-hosted environments. Epic expects that your controls meet or exceed the following standards.

### Information Security Domains

#### End Point Security

You are responsible for protecting and maintaining end points, such as physical or virtual workstations, used by your end users to connect to your Epic-hosted environments.

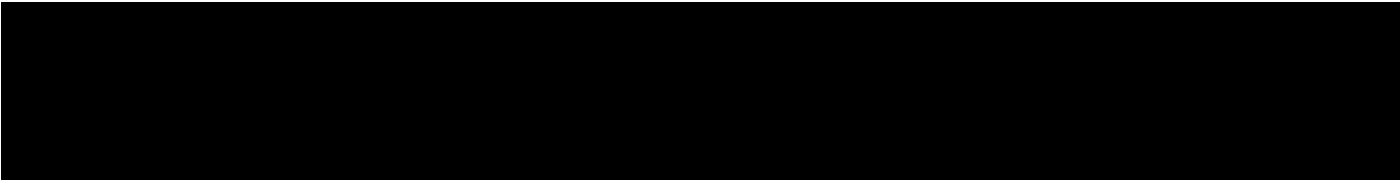
- For devices that you manage, you will at a minimum:
  - Ensure that anti-virus/anti-malware software is installed and kept up-to-date.
  - Patch end points regularly and apply critical security patches in a timely fashion.
  - Configure end point timeouts in accordance with risk assessments and regulatory requirements.
- For devices that it is not practical for you to manage (such as a physician's personal laptop used for incidental access), you will at a minimum have acceptable use policies that specify the same requirements as for your managed devices.

#### User Provisioning and Activity Monitoring


You are responsible for verifying, provisioning, and revoking access for your users who have access to your Epic-hosted environments. This includes both account provisioning, such as via Active Directory, and provisioning of access within the Epic applications, such as administrative and user-level security classes. At a minimum, you will:

- Assign user accounts to individuals and instruct individuals not to share credentials for any reason.
- Require reasonable password length, complexity, and rotation practices, following industry standards.

You are responsible for restricting and monitoring generic account use, such as accounts used to run automated services or emergency access accounts.

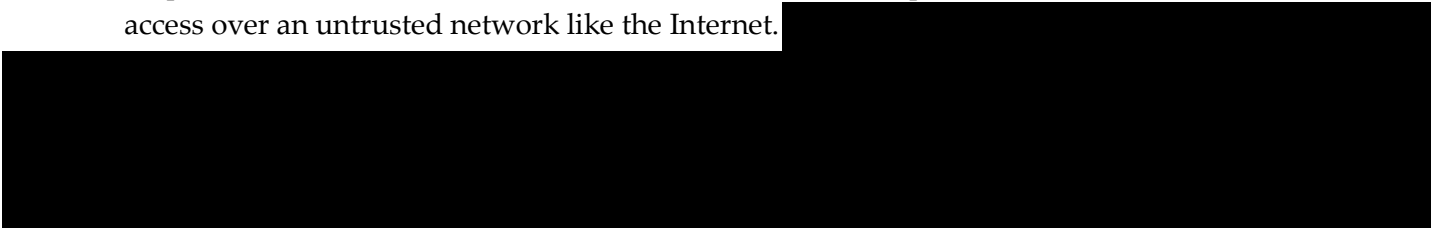
- 
- For environments containing PHI, individual users should avoid using generic accounts whenever possible.
  - For environments that don't contain PHI, such as training environments, you will require access to your network or a network you trust first, or require authentication with a named user account prior to use of a generic account.

You are also responsible for monitoring access, access attempts, and appropriate use of Epic applications by users. This includes monitoring behavior in both production and non-production environments, such as:

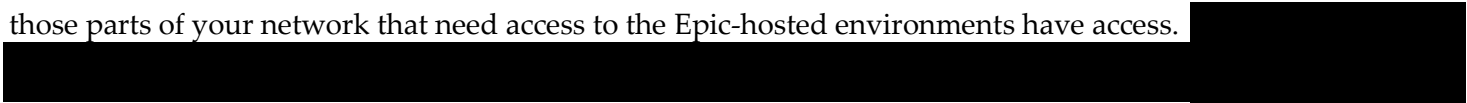


## Network Access

You are responsible for securing access to Epic-hosted environments via your network, including how users connect to your network before connecting to the Epic-hosted environment. At a minimum, you will:

- Require at least one form of authentication when devices connect to your network (e.g., a user or system account authenticating to your domain).
  - Require multifactor authentication for remote access to the Epic-hosted environments, such as access over an untrusted network like the Internet.
- 

Review and restrict network traffic through your firewalls entering Epic-hosted environments such that only those parts of your network that need access to the Epic-hosted environments have access.



## Third-Party Integrations





## Incident Reporting

- An incident that impacts your environment might also impact the Epic-hosted environment. When you become aware of a potential security incident that might impact Epic-hosted environments, you are responsible for reporting it to Epic.
- If Epic notifies you of any potential security incidents, you are responsible for coordinating with us throughout the incident's life cycle.

## Physical Security



- You are responsible for the physical security of devices and infrastructure that connect your users to your Epic-hosted environments.
- If Epic infrastructure resides at your facility or a facility contracted by you, you are responsible for the physical security of such infrastructure.

## Epic Application Configuration

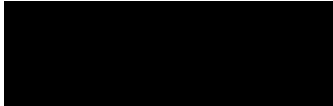


## Audits

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You agree to audit your organization's compliance and your users' compliance,   
 with the responsibilities in this document at least once per year and promptly remediate any identified deficiencies. Upon Epic's request, you will share a summary of your audit findings with Epic.

**Exhibit 11**



Fees for overdue Uncontested Amounts



<b>Administrative Fees for Overdue Uncontested Amounts</b>	
<b>Overdue Uncontested Amounts</b>	<b>Monthly Administrative Fee</b>
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