LICENSE AND
SUPPORT AGREEMENT

This License and Support Agreement (the "Agreement") is made between Epic Systems Corporation, located at 1979 Milky Way, Verona, Wisconsin 53593 ("Epic"); and the County of San Bernardino, a political subdivision of the State of California ("You"). The definitions in Appendix A apply to this Agreement.

1. LICENSE

a. **General.** Epic grants You a non-exclusive, perpetual license to use the Program Property in the United States, subject to the terms of this Agreement. This Agreement does not give You ownership of any part of the Program Property.

b. **Rights to Copy Program Property.** You may copy the Program Property only: (i) for backup, recovery, training or testing purposes; (ii) to copy Workstation Code onto computers for authorized Affiliates; (iii) to create additional Production Directories in accordance with Subsection 4(c) (Additional Production Directories); and (iv) to modify and reproduce the Documentation.

c. **Sublicense for Third Party Software.** Epic grants You a sublicense to use the Third Party Software and Data with the Program Property, subject to this Agreement, including any applicable addendum or other mutually agreed terms. If "TBD" is listed on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) for any Third Party Software and Data, the license to that item is granted by and subject to a signed copy of Epic's third party tools order form. Except as otherwise provided in this Agreement, the sublicense for the InterSystems Caché Software will be perpetual. As to any software embedded in the Program Property by Epic, or as to Third Party Software and Data, in the event (i) the license to Epic from the vendor of such embedded software or Third Party Software and Data imposes a limit or restriction on Your right to use the Program Property in accordance with this Agreement and (ii) such limit or restriction has not been identified by Epic in this Agreement, Your sole and exclusive remedy will be for Epic to fulfill its obligations under Subsection 13(a) (Intellectual Property Indemnification) (which may include Epic's removal or replacement of such embedded software or Third Party Software and Data).

2. INSTALLATION, TRAINING AND OTHER SERVICES

a. **General.** Epic will first deliver to You the Program Property (including Documentation Manuals) and will assist with Your implementation, all substantially in accordance with the Implementation Schedule. You will provide the hardware and infrastructure that the Program Property operates on. Epic agrees to provide assistance in the development and revision of the Implementation Schedule, and to perform all services identified as its responsibility in the Implementation Schedule, except for minor or inconsequential deviations and assuming that dependencies outside of Epic's control (including without limitation completion of dependent activities and tasks by You) have been met in a manner that permits Epic to perform its tasks in accordance with the Implementation Schedule. Likewise, You agree to provide assistance in the development and revision of the Implementation Schedule and to perform all services identified as Your responsibility in the Implementation Schedule except for minor or inconsequential deviations and assuming that dependencies outside of Your control (including without limitation completion of dependent activities and tasks by Epic) have been met in a manner that permits You to perform Your tasks in accordance with the Implementation Schedule. Except as limited by factors outside of Epic's control, Epic's responsibilities for the delivery, installation, and implementation, as applicable, of the Program Property, and the training of Your project team personnel in the use of the Program Property, will be accomplished by Epic in substantial compliance with the dates set forth in the Implementation Schedule. Epic's failure to provide or complete the implementation services will not relieve Epic of any obligations or liabilities of Epic under this Agreement. You

acknowledge that Your staff will obtain appropriate Epic certifications in a timely manner [redacted]

b. **Project Coordination and Staffing.** Your project director and Epic's implementation director will work together to coordinate implementation and training activities.

(i) *Epic's Project Manager*. Epic will assign an Implementation Director and Implementation Executive for managing the implementation. The Epic Implementation Director will be responsible for Epic's day-to-day activities during Your implementation and for providing You reports as provided in this Section 2 (Installation, Training and Other Services), and the Epic Implementation Executive will be responsible for supervision and oversight of the implementation. The Epic Implementation Executive will also serve as an Epic liaison with You, and be available to review the assignment and scheduling of Epic personnel to perform the services required by Epic under this Agreement, and may act as Epic's representative for dispute resolution in accordance with Subsection 16(g) (Dispute Resolution Process). In certain circumstances an individual can sometimes serve as both an Implementation Executive and Implementation Director.

(ii) *Project Approval*. You recognize that Epic implementation staff will be comprised of a mix of experienced staff and newly certified staff assigned to different roles. Epic agrees that all project staff assigned to performing this Agreement must have experience with Epic installations or experience with the applications being implemented (e.g., programmers of the application), or Epic provided training, and less experienced staff will be supervised by more experienced staff [redacted] Should Your Project Director (as described in Subsection 2(b)(iv) (Your Project Director)) be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any person assigned by Epic to perform services under this Agreement, including the Epic Implementation Director or Implementation Executive, Your Project Director may request the replacement of that person once You have afforded such person a reasonable opportunity to prove his or her capabilities. The replacement request will be in writing, and upon receipt of the request Epic will make reasonable efforts to furnish a qualified replacement within a reasonable period of time. In addition, if You have significant concerns about the Implementation Executive or Implementation Director of Epic's project staff assigned to perform under this Agreement prior to the commencement of the applicable individual's work for You, You may bring such concerns to the attention of Epic and the parties will discuss the assignment. In the event Epic should ever need to remove any staff from performing services under this Agreement, Epic will provide You with adequate notice, except in circumstances in which such notice is not reasonably possible, and will work with You on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Except upon Your request or in the event of termination, promotion, disability, leave of absence, the employee's personal reasons, or other circumstances outside of Epic's reasonable control, Epic will use commercially reasonable efforts to refrain from replacing implementation staff assigned to the applicable phase and product for Your implementation until the implementation for that product for that phase is complete [redacted]

[redacted]For any replacements, Epic will act promptly to replace such personnel with personnel having qualifications equivalent to those of the project staff member(s) being replaced or the qualifications necessary to perform the remaining tasks. In the event personnel with such equivalent or necessary qualifications cannot reasonably be provided at that time, then the replacement personnel, at a minimum, will have relevant Epic experience with the installations of or have certification(s) in the Program Property for which they are responsible. Epic will also endeavor to avoid or mitigate any adverse impact to the Implementation Schedule resulting from such replacement. You understand that the replacement of Your personnel on the project could have an adverse impact on the timing and success of the implementation, and You will use commercially reasonable efforts not to replace Your personnel.

(iii) *Reports*. The Epic Implementation Director and Your Project Director will communicate at least once every two (2) weeks or as otherwise agreed by them. [redacted]

(iv) *Your Project Director*. You will assign a Project Director for managing the implementation. Your Project Director will be responsible for Your day-to-day activities under this Agreement and for providing reports as provided in this Section 2 (Installation, Training and Other Services). Your Project Director will also serve as Your liaison with Epic for day-to-day management of the implementation of the Program Property, including assigning and scheduling Your personnel to perform all of the services required by You under this Agreement, and acting as Your initial representative for dispute resolution in accordance with Subsection 16(g) (Dispute Resolution Process) below. Your Project Director will respond to the Epic Project Director's reports to the extent that a response is appropriate as determined by Your Project Director.

c. **Training.** Your project team will travel to Epic to attend Epic's recommended training courses. Epic's budget estimates assume a specific number of qualified trainees. You may send additional project team members for training, as needed, at Epic's standard training rates. Epic will assist Your project team in developing Your end user training program. Your trainers will train end users in accordance with Epic's methodology, including peer training for physicians and certain other providers.

d. **Rates.** Implementation and training services provided by Epic will be at Epic's standard rates. The current rates are listed on Exhibit 4 (Epic's Current Standard Hourly Rates) and will not increase during the first twelve (12) months of this Agreement [redacted] In addition, in no event will the actual rates charged to You for installation, implementation, and training services exceed the then-standard rates charged by Epic to similarly situated customers for such services. Epic will notify you in writing ninety (90) days prior to instituting any rate increase.

e. **Access to Servers and Environments.** So that Epic can carry out services and other activities under this Agreement, You will provide Epic personnel access to the servers on which the Program Property is installed and grant Epic the right to access such servers and data stored using the Program Property. The parties will use a LAN-to-LAN IPSec tunnel terminated on Epic's VPN concentrator and a suitable hardware VPN device at Your data center unless

otherwise agreed. You are responsible for hardware, software, and line costs on Your end. Support may be impacted if Epic personnel are unable to access Your servers or if access is unreasonably slow. You will upgrade the access technology as needed to meet Epic's reasonable minimum access standards at Your cost. After First Live Use, Epic and You will work together in good faith to allow Epic personnel access using a secure and password-protected system. It is Your responsibility to obtain permissions required for Epic to access data stored using the Program Property, without imposing restrictions on Epic other than those in the Agreement. If You would like Epic to work with You and a third party to assist You in bringing data into the Program Property, You will provide Epic only the non-confidential information of the third party necessary to permit Epic to provide such assistance. Your environment may include shared functions or infrastructure (e.g., the Care Everywhere Certificate Authority, the messaging servers used for Push Notifications) maintained and updated by Epic or a third party to simplify system management and allow for sharing and distribution of common rules (similar to antivirus software with self-updating virus definitions).

f. **Requirement for Availability of Certain Interfaces** [redacted]

g. **Federal Regulatory Changes**. Epic will modify an Item to comply with changes in federal regulations if:

(i) You are implementing the Item or participating in the Maintenance Program for the Item when the change is proposed;

(ii) the change directly relates to the Item's functionality as described in the Documentation Manuals and would result in the operation of the Item in accordance with the Documentation Manuals violating the regulation; and

(iii) Epic determines in good faith that the change requires a technically feasible and commercially reasonable software modification.

Modifications under this Subsection 2(g) (Federal Regulatory Changes) will be available only in future releases. If Epic learns of the regulatory change reasonably in advance of its effective date, Epic will make a commercially reasonable effort to deliver the modification reasonably in advance of the regulation's effective date. If Epic determines it cannot do so, Epic will arrange a meeting of affected customers to discuss how to address the regulation. Modifications may include changes to or the elimination of functionality, but Epic will use commercially reasonable efforts not to substantially reduce functionality. [redacted]

h. **Joint Commission Accreditation Requirements**. If You or other Epic customers apprise Epic of changes in the Joint Commission Accreditation Requirements, Epic will meet with You and other affected customers in Epic's user group and advisory council meetings to consider possible alternatives for addressing such changes to the Joint Commission Accreditation Requirements, including potential modifications to the Program Property. If Epic agrees to modify the Program Property to address such Joint Commission Accreditation Requirement, any modifications will be made available in a major release of the applicable Item. A "Joint Commission Accreditation Requirement" means a mandatory accreditation standard of The Joint Commission that (i) Your failure to comply with would likely

result in loss of Your Joint Commission accreditation and/or Your ability to comply with Medicare/Medicaid requirements, and (ii) relates directly to the functionality of Epic's Program Property as it is described in the Documentation Manuals and would result in Your operation of the Program Property as described in the Documentation Manuals violating such standard.

i. **California Regulatory Requirements**. If You notify Epic of a change in a California state law or regulation that relates directly to the functionality of Epic's Program Property as it is described in the Documentation and would result in the operation of the Program Property as described in the Documentation violating such state law, Epic will meet with You and other affected customers to consider possible alternatives for addressing such change in California state law, including potential modifications to the Program Property. If You and Epic mutually agree that Epic should modify the Program Property to address such California state law, You and Epic will enter into a Change Order with respect to any such modifications and the modification will be developed and You will pay Epic for such services at its standard rates, as provided in the agreed-upon Change Order. If more than one of Epic's customers request or are affected by the change due to the California state law, Epic will use reasonable efforts to cause the cost of the required modifications to be shared equitably among those receiving the benefit of the change. Any such modifications will be made available in a major release of the applicable Item.

j. **Epic Community Library**.

(i) *Participation.* [redacted]

(ii) *Copyrights, Etc.* You waive any copyrights, trade secrets and other proprietary rights related to Support Materials You provide to Epic or the Epic Community Library.

(iii) *Discontinuation of Participation.* If You discontinue participation in the Epic Community Library or do not contribute Your Support Materials, You will have no further access and You will repay Epic any license fee discount You received for participating.

(iv) *DISCLAIMER AND WAIVER; YOUR RESPONSIBILITIES.* SUPPORT MATERIALS (NOT INCLUDING THE SOFTWARE SPECIFIED AS PROGRAM PROPERTY ON EXHIBIT 1 (PROGRAM PROPERTY, THIRD PARTY SOFTWARE AND DATA; ADDITIONAL TERMS AND BILLING INFORMATION)) ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND FROM ANYONE. [redacted]

k. **Additional Services.** Epic may provide additional services at Epic's standard rates under mutually-agreed terms.

3. MODIFICATIONS

a. **General.** You and Epic may agree for Epic to perform Program Property modifications or develop and provide You with Programming Points Code by entering into Epic's modification request form, which will include specifications

and payment terms. You may choose a fixed-price or hourly option. Payment for a fixed-price modification is due on signing. Payments for hourly modification services are due as incurred.

b. **Rates.** Modification services provided by Epic will be at Epic's standard rates. The current rates are listed on Exhibit 4 (Epic's Current Standard Hourly Rates) and will not increase during the first twelve (12) months of this Agreement, and in no event will the actual rates charged to You for such services exceed the then-standard rates charged by Epic to similarly situated customers for such services.

c. **Ownership.** Epic tries to generalize modifications for the benefit of the Epic community. This allows You to benefit from modifications initiated by others, and Epic to better support modifications and manage its releases. Accordingly, Epic owns all Code and Documentation and associated intellectual property rights in all Program Property, including modifications.

d. **Retrofits.** Modifications are typically made available in a future release unless otherwise agreed in the modification request form. Retrofits are available only with Epic's consent on such form. A "retrofit" is a modification to the Code of a previously released version.

4. PAYMENTS

a. **License Fee.** You will pay Epic the Program Property License Fee on the schedule in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information).

b. **Increasing the Licensed Volume.** The Program Property license and maintenance fees on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) are based on the initial Licensed Volume for Your licensed use of the Program Property. At the time any Annual Volume exceeds a Licensed Volume, Epic will report such overage to You and issue You an invoice (the "First Invoice"). You will pay Epic an additional license fee and begin paying monthly maintenance fees to increase the Licensed Volume. Such increased Licensed Volume tier must cover the greater of the Annual Volume for the current license year or the estimated Annual Volume for the next license year. The additional license fee to increase Your Licensed Volume is the difference between the license fee for the new Licensed Volume tier and the then-standard license fee for Your previous Licensed Volume tier. [redacted] Regardless of the procedures created in this paragraph, You will be in material breach of this Agreement at any time that Your payment for increased Licensed Volume is overdue more than sixty (60) days past the later of (i) forty-five days after the date of the First Invoice, or (ii) the date specified on the First Invoice. While not a waiver of Epic's right to terminate for such material breach, Epic does not anticipate terminating the Agreement for such material breach if You are using Your best efforts to pay Epic for Your excess Annual Volume. Fees for Affiliate Licensed Volume vary depending on Your relationship with the Affiliate and their size. You will permit Epic access to Your servers to determine the Annual Volume.

c. **Additional Production Directories.** Unless otherwise stated in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), You are licensed to one Production Directory. If You would like to use an additional Production Directory, You and Epic may enter into an amendment to this Agreement or

You may sign another form prepared by Epic documenting the fees and terms for such use of the Program Property and Third Party Software and Data.

d. **Expected Use.** Although Epic's software is generally configurable for use in a range of settings, each Item listed in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) as an "Inpatient Item" or an "Ambulatory Item" is designed for use in specific healthcare contexts. For example, EpicCare Inpatient is designed primarily for use in hospitals. [redacted]

e. **Subscription Fees.** For each "Subscription Item" and "Annual Fee Item" on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), You will pay Epic a fee for Your use at the then-current standard subscription or annual rate. Unless otherwise stated on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), subscription fees are due quarterly in arrears, and annual fees are due annually in advance on January 1 (but Your first year's annual fee will be due on and prorated based on the date the license key for the Item is first activated). The current subscription and annual rates are stated on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) and are subject to change.

f. **Credit for Certain Post-Live Activities Fees.** To encourage You to conduct certain post-live activities to help optimize Your implementation, Epic waives [redacted] of the fees for the services listed on Exhibit 3 (Post-Live Activity Credit). To receive such discount, You must prepay Epic [redacted] of the fees when You sign this Agreement.

g. **Third Party Fees.** Except as otherwise stated on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), license fees for Third Party Software and Data are due on delivery, and maintenance fees are due annually in advance beginning on delivery. Subscription and annual fees for Third Party Software and Data are due as stated in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) or the applicable addendum. Maintenance and subscription fees for Third Party Software and Data are subject to change.

h. **Hourly Fees; Out-of-pocket Expenses.** All hourly fees, travel, and other reasonable out-of-pocket expenses sustained by Epic under this Agreement are due as incurred. Epic shall adhere to its Travel Policy attached hereto as Exhibit 8. You will approve travel in writing in advance. If You are more than sixty (60) days past due in paying reimbursable expenses, Epic may require prepayment of expenses.

i. **Payment Date; Interest.** Without limiting Your rights [redacted], You will pay all fees and expenses by forty-five (45) days after the invoice date or, if later, by the date specified on the invoice or 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. 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 by Epic. If an Uncontested Amount is more than sixty (60) days overdue, Epic may, with written notice to You, suspend services until the amount is paid and Your non-payment will be a material breach of this Agreement. You will only begin First Live Use of an Item if all due Uncontested Amounts have been paid.

j. **License Keys.** Epic may require a license key number to be entered into the applicable Item of Program Property for use of such Item of Program Property for live, production purposes. Once Epic uses a license key number to activate the relevant Item of Program Property, Epic will not use that key number in any way to interrupt or terminate Your access to the Program Property except with Your consent or pursuant to a court order. You agree that Epic will not enable any Item for such use by You if You are not current with Your payments to Epic.

k. **Maintenance Fees.** You will pay Epic a maintenance fee for each Item for which the Maintenance Program is then in effect. Although each maintenance fee is listed as an annual amount on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), maintenance fees are due monthly in advance. Except as otherwise set forth in this Agreement, Program Property maintenance fees will remain at the initial rates for twelve (12) months from the date of this Agreement and are subject to annual increases thereafter, provided that Epic provides at least ninety (90) days advanced prior notice of such increase. However, during the first five (5) years of this Agreement, when any such annual increase is made it will not exceed the percentage increase in the ECI plus 2% per year from the date of the Agreement. Maintenance fees will also increase as otherwise specified in the Agreement.

l. **Reward Programs**. From time to time, Epic may offer programs to reward organizations that follow best practices to be the most successful users of the Program Property. These programs may be revised, eliminated, or reinstated by Epic in its sole discretion at any time. If You qualify for and elect to participate in the then-current program (and Epic acknowledges that You have elected to participate in the program) and You satisfy the then-current terms, then You will receive a credit (if any), as set forth in the then-current program. After You commence the Maintenance Program, You may notify Epic that You want to participate in an available program and Epic will provide You with the then current requirements for the program and coordinate with You to identify the requirements that You need to satisfy and steps to achieve compliance.

m. **Remedy.** [redacted] Epic and You will work together in good faith to resolve promptly any Contested Amounts and related disputes.

5. MAINTENANCE

a. **General.** During the term of the Maintenance Program, Epic will provide the following services for each Item as described in this Section 5 (Maintenance): (1) consultation and assistance as set forth in Exhibit 6 (Epic's Support Policies); (2) Updates; and (3) error-correction services as set forth in Exhibit 7 (Epic Error Correction Services). In the event an Update causes a Program Error, Epic will provide all error-correction services as required pursuant to Exhibit 7 (Epic Error Correction Services).

b. **Maintenance Requests.** You will maintain a support team with a sufficient number of trained and knowledgeable employees who will contact Epic with Maintenance Program requests. If Epic identifies a pattern of direct requests by others, Epic will discuss such activity with You. If the requests persist, Epic may charge You at its then-current rates.

c. **Term and Termination of Maintenance Program.**

(i) *Term.* The Maintenance Program for an Item begins on its First Live Use and continues for successive one-year terms until terminated under this Subsection 5(c) (Term and Termination of Maintenance Program). Epic will coordinate Your maintenance payments so that each Item has the same maintenance year.

(ii) *Termination.* After the first maintenance term for an Item, You may terminate the Maintenance Program for that Item by giving at least ninety (90) days' notice to Epic. However, if You participate in the Maintenance Program for any Item, You must participate for all other Items that are in production use. If the Maintenance Program for all Program Property is terminated, maintenance for all Third Party Software and Data also will terminate. If You do not participate in the Maintenance Program and Epic provides You with services that are normally covered by the Maintenance Program, Epic's then-current non-participant fees and terms will apply.

(iii) *Re-Enrollment.* If You terminate the Maintenance Program for an Item, You may later re-enroll subject to Epic's then-current re-enrollment fee and terms.

(iv) *Staying Current.* During the Maintenance Program, You will use the Current Version of each Item, as well as other Epic-recommended infrastructure and software, such as the hardware operating system, Operating Environment, KB SQL software, and business intelligence and relational database management software, all subject to the Transition Period ("Staying Current"). The current "Transition Period" is the eighteen (18) month period beginning on release of the newer version. The Transition Period may change in connection with changes to Epic's release cycle applicable to other similar customers. Epic may not retrofit Updates to a Superseded Version, except to the extent You are Staying Current and Epic determines it is needed to correct a Substantive Program Error that does not have a Reasonable Workaround. While You are not Staying Current, Epic may increase Your monthly maintenance fees by five percent (5%) upon the end of the Transition Period and each subsequent six month period. If You are not Staying Current, Epic also may end the Maintenance Program on ninety (90) days' notice to You (during which time You may become current to avoid termination).

(v) *Relationship with License.* Termination of the Maintenance Program under this Subsection 5(c) (Term and Termination of Maintenance Program) does not terminate Your license to an Item. However, termination of Your license to an Item also terminates Your participation in the Maintenance Program for the Item.

d. **Third Party Software Maintenance.** Unless otherwise agreed, the maintenance program for any Third Party Software and Data to which a maintenance fee applies begins thirty (30) days after delivery. During Your participation, You will contact Epic for consultation or assistance about the third-party item. Epic will respond by assisting You or coordinating support from the supplier. In the event that Epic needs to involve the owner/publisher of the Third Party Software and Data to address any maintenance issues, Epic will proactively manage the communications and coordinate activities among the parties to remedy the maintenance issue. You must participate in these maintenance programs while You participate in the Maintenance Program for any Item of Program Property. In certain circumstances Epic also advises its customers on issues in Third Party Products not under maintenance through Epic upon request. Assistance that goes beyond helping You determine whether an issue is a Program Error is chargeable at Epic's then-standard rates.

e. **Performance and Use Monitoring.** Epic supports Your use of the Program Property in a variety of ways, such as by providing implementation, maintenance, and other services, and some of those activities can only be accomplished if Epic may access and use Your Data. Epic may use Your Data in accordance with the terms of this Agreement and Epic's data activity policy, which is currently available on Galaxy. For example, Epic may use automated configuration checking to determine if You are affected by a software error, or to proactively identify problems with or ways to enhance Your use of the Program Property. You may also choose to participate in certain elective activities, such as benchmarking programs where Epic aggregates and shares Performance and Use Data to allow cross-organizational comparisons. Epic may also use Performance and Use Data to improve software and services. As between You and Epic, You own Your Data. Epic will not sell Your Data. Epic also will not disclose

Performance and Use Data to others in a manner that would reasonably identify You as its source without Your consent.

f. **Off-Shore Support**. Epic currently does not maintain an office outside of the United States for purposes of providing maintenance support to You or other customers located in the United States, and Epic currently has no plans to open such an office. [redacted]

6. WARRANTY

a. **General.** As is the case with all complex software, the Program Property is likely to contain some errors. Both Epic and You must test for errors in the Program Property, and You are responsible for all final testing of the Program Property. During the Warranty Period, Epic warrants that the Program Property will not contain Substantive Program Errors. If You notify Epic of a Substantive Program Error during the Warranty Period and state that You are making a warranty claim, Epic will either correct the Substantive Program Error or provide a Reasonable Workaround as provided below in this Section 6 (Warranty).

b. **Cure Periods.** If You notify Epic of a Substantive Program Error during the Warranty Period as described above in this Section 6 (Warranty), Epic will have [redacted] forty-five (45) days after the end of the Warranty Period, [redacted] to provide a correction or Reasonable Workaround. Epic agrees that during the applicable cure period it will provide reasonable, diligent, and ongoing resources to correct or provide a Reasonable Workaround for the subject Substantive Program Error under the Maintenance Program as set forth in Exhibit 7 (Epic Error Correction Services) [redacted] You will then have thirty (30) days from receipt of the correction or Reasonable Workaround to notify Epic (in the same manner as Your original warranty notice) (i) any Substantive Program Errors in such Item that were timely reported to Epic but which You believe have not been cured by Epic; or (ii) any new Substantive Program Errors in such Item arising out of the correction or Reasonable Workaround. Epic will then have an additional cure period of fifteen (15) days after such notification to correct or provide a Reasonable Workaround for the uncured or new Substantive Program Errors. [redacted] Epic will (i) continue to provide such services necessary to identify the cause of such Substantive Program Error and minimize its material adverse impacts, [redacted]

c. **Modified Code.** Epic provides a warranty for fixed-price modifications. The terms in Subsections 6(a) (General), 6(b) (Cure Periods), and 6(f) (Remedy Prioritization) apply to such warranty, except that the warranty period is the thirty (30) days after delivery of the modification to You.

d. **Correction of Program Errors After Warranty Period.** After the Warranty Period while You participate in the Maintenance Program, the correction of Program Errors (except those reported under Subsections 6(a) (General), 6(b) (Cure Periods), and 6(c) (Modified Code)) is governed by the terms of the Maintenance Program.

e. **Limitations.** Epic is not responsible for errors or damage caused by or resulting from hardware, inputs, third party criminal acts, or Program Property changes not made by Epic. With respect to any software modification or other development services, Epic's development obligation is limited to the functions expressly described in the specifications attached to the fully executed modification request form.

f. **Remedy Prioritization.** Epic agrees that during the applicable cure period it will provide reasonable, diligent, and ongoing resources to correct or provide a Reasonable Workaround for the subject Substantive Program Error under the Maintenance Program, as set forth in Exhibit 7 (Epic Error Correction Services). The exclusive remedies provided in this Subsection 6(f) (Remedy Prioritization) do not imply any exclusive remedy if Epic breaches its obligation set forth in Exhibit 7 (Epic Error Correction Services), [redacted] however, if You exercise Your remedy under this 6(f) (Remedy Prioritization), such remedy will be exclusive. Your exclusive remedies for an uncured breach of the warranties in Subsections 6(a) (General), 6(b) (Cure Periods) and 6(c) (Modified Code) will be to exercise Your right [redacted] pursuant to and subject to the limitations in Subsection 4(m) [redacted] Remedy) (if Epic also has breached its implementation or maintenance obligations); seek dispute resolution pursuant to Subsection 16(g) (Dispute Resolution Process) below; or terminate Your license to the affected Item or modification by notifying Epic within thirty (30) days after the last cure period for the Substantive Program Error. [redacted] In the event Epic breaches its obligations set forth in Exhibit 7 (Epic Error Correction Services), You may elect to initiate an action or proceeding for breach of contract under this Agreement, subject to any limitations in this Agreement. If You do not exercise the remedy set forth in this Subsection 6(f) (Remedy Prioritization) for an Item or modification (e.g., You begin First Live Use of an Item), You will be deemed to have irrevocably accepted the Item or modification.

g. **Additional Representations, Warranties, Covenants and Remedies.**

(i) *Integration Warranty*. Epic warrants that during the Warranty Period: (a) the Items of Program Property will be [redacted] s provided in the Documentation Manuals and [redacted] be capable of delivering the Program Property functionality without material and adverse deviation from the Documentation Manuals [redacted] Epic will either correct such Substantive Program Error or provide a Reasonable Workaround for such Substantive Program Error as provided in Subsection 6(b) (Cure Periods). Notice of a warranty claim must be provided during the Warranty Period in accordance with Subsection 6(a) (General), and is subject to the cure periods in Subsection 6(b) (Cure Periods) and exclusive remedies set forth in Subsection 6(f) (Remedy Prioritization). Nothing in this Subsection 6(g)(i) (Integration Warranty) creates obligations or liability on behalf of Epic [redacted]

[redacted]

(ii) *Service*. Epic warrants and agrees that all services to be provided under this Agreement will be performed in a professional and competent manner consistent with Epic's standard practices by appropriately qualified personnel. In the event that You notify Epic of any breach of this Subsection 6(g)(ii) (Service), Epic will promptly cure the breach by promptly re-performing the services. Any disputes as to whether this warranty has been breached will be initially addressed through the dispute escalation procedures specified in Subsection 16(g) (Dispute Resolution Process) below. If Epic ultimately is not able to re-perform the services in a professional and competent manner, You will be entitled [redacted] The foregoing are Your exclusive remedies for a breach of this Subsection 6(g)(ii) (Service).

(iii) *Excluded Provider*. Epic hereby represents that Epic is not, and at no time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Epic hereby agrees to promptly notify You if it learns of any exclusion of Epic from participation in any federally funded health care program, including Medicare and Medicaid, which occurs while Epic is providing services to You under the Agreement. [redacted]

(iv) *Litigation Warranty*. Epic represents that, except for any matters listed on Exhibit 9 (Litigation) hereto, as of the date of this Agreement there are no existing legal proceedings against Epic about which Epic has been informed that would have an adverse impact upon its ability to perform its obligations under this Agreement or a material adverse effect on its financial condition or operations.

(v) *Current Knowledge of System Issues*. [redacted]

(vi) *Sunsetting/Replacement*. [redacted] in the event Epic sunsets any Item while You are using it and participating in the Maintenance Program, then (a) Epic will provide You with at least twelve (12) months prior written notice; and (b) You may elect to terminate Your license to that Item within ninety (90) days following Epic's notice and cease paying any future maintenance for that Item (although You will not receive a refund of any previous license or maintenance fees paid, except for any prepaid portion of maintenance fees for that Item), or, if You continue to use that Item, Epic will continue to provide maintenance [redacted] ten (10) years after the date of this Agreement, and the maintenance fees charged to You for that Item will be calculated [redacted] During the Maintenance Program, if Epic releases an item of software that is intended to replace a current Item of Program Property that You are licensing, You may acquire such replacement item as an Update under the Maintenance Program [redacted]

[redacted]You will pay the labor costs and expenses associated with replacing the existing Program Property, including without limitation any delivery, installation, implementation, training, maintenance or other charges, which will be charged at Epic's then standard rates.

(vii) *Services Not to be Withheld.* [redacted]

h. **Disabling Code.** Epic warrants that the Program Property does not contain Code designed by Epic to intentionally interfere with its normal operation after First Live Use to enforce this Agreement. In addition, after First Live Use of an Item, Epic will not disable Your use of an Item for such purposes without Your consent or a court order. In addition, Epic agrees that it will use commercially available off-the-shelf virus protection software (or similar tools that Epic in good faith believes are appropriate given changes in technology) to test for viruses in the Program Property before shipping Program Property Code (including Updates, customizations, error corrections or other releases) to You.

i. **Ownership.** Epic warrants that it has the right to license the Program Property to You under this Agreement. Your sole and exclusive remedy for a breach of this warranty is to require Epic to fulfill its obligations under Subsection 13(a) (Intellectual Property Indemnification).

j. **Services Warranty.** Epic warrants that it will perform its services in a competent manner. Your sole and exclusive remedy for a breach of this warranty is to have Epic re-perform the services at no additional charge by Epic.

k. **NO OTHER REPRESENTATION OR WARRANTY. THE ABOVE EXPRESS LIMITED WARRANTIES ARE EXCLUSIVE. EPIC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, AND WARRANTIES AGAINST INFRINGEMENT AND INTERFERENCE WITH ENJOYMENT. NO EPIC EMPLOYEE OR OTHER PARTY IS AUTHORIZED TO MAKE A WARRANTY OR REPRESENTATION NOT IN THIS AGREEMENT.**

7. TESTING AND ACCEPTANCE

a. **Epic Tests**. Epic will assist You relating to the performance of acceptance tests, including sharing templates for the creation of scripts for testing and checklists for readiness assessments generally provided to Epic's customers, as part of the implementation services in accordance with Subsection 2(a) (General) of this Agreement.

b. **Acceptance Tests**. You will perform such tests as are reasonable and appropriate, and You may determine in Your sole discretion whether You wish to delay or to proceed at all with First Live Use of any Item.

c. **Failed Acceptance Testing**. [redacted]

8. LIMITATIONS OF LIABILITY

a. **DISCLAIMER; CAP. THE TERMS IN THIS SECTION 8 (LIMITATIONS OF LIABILITY) APPLY WHETHER THE LIABILITY ARISES OUT OF OR RELATES TO SOFTWARE, SERVICES OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOSS OF BUSINESS, PROFIT OR REVENUE (OTHER THAN AMOUNTS OWED FOR EPIC SOFTWARE AND SERVICES), ANTICIPATED SAVINGS, GOODWILL, OR REPUTATION, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE OTHERWISE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT.** [redacted] **UNDER NO CIRCUMSTANCES WILL EPIC'S TOTAL LIABILITY EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, THE GREATER OF (1) SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($750,000) AND (2) THE EPIC FEES PAID IN THE NINE (9) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED. THE LIMITATIONS OF LIABILITY OF EPIC AND YOU SET FORTH IN THIS SECTION 8 (LIMITATIONS OF LIABILITY) WILL NOT APPLY TO:**

(i) **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 (INCLUDING WITHOUT LIMITATION THE DESIGN, PROGRAMMING, MAINTENANCE, USE OR IMPLEMENTATION) OF THE PROGRAM PROPERTY;**

(ii) **EPIC'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; OR**

(iii) **YOUR INDEMNITY OBLIGATIONS UNDER THE AGREEMENT.**

b. **Force Majeure.** Neither party is liable for delay in performance or nonperformance caused by circumstances beyond the party's reasonable control, including acts of God, fire, acts of a common enemy, war, actual or threatened terrorism, third party criminal acts, civil disturbance, embargo, law or governmental regulations or

labor dispute. In such event, the period of performance will be extended to reflect such delay or as otherwise agreed by the parties.

c. **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 or otherwise regarding or in any way related to any Item of the Program Property or services provided to You by Epic [redacted] months after the date the applicable cause of action first arises [redacted]

9. CONFIDENTIAL INFORMATION

a. **Definition of Proprietary and Confidential Information**.

(i) *Your Confidential Information*. "Your Confidential Information" means (a) all Protected Health Information as described in Exhibit 5 (Business Associate Exhibit) and, except as provided below, (b) Your information concerning Your business strategies, research activities and plans, patients, marketing or sales plans, pricing or pricing strategies, costs, operational techniques, strategic plans, Your Data, and unpublished financial information. "Your Confidential Information" will exclude any information concerning the functionality, source code, data structures and documentation of software and such information as set forth in Subsection 9(b) (Exclusions) below.

(ii) *Epic Confidential Information*. Epic Confidential Information means, except as provided below, the functionality, operation, use, code, data structures, or development of either Epic software (including the Program Property) or Third Party Software and Data; Proprietary Data Schema; Epic's services; and this Agreement's terms. "Epic Confidential Information" will exclude such information as set forth in Subsection 9(b) (Exclusions) below.

b. **Exclusions**. Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (A) has previously become or is known to the public, unless it has become known to the public through a breach of this Agreement or a similar confidentiality or non-disclosure agreement between the parties (in the event of an unauthorized disclosure arising from such a breach of an agreement by a party, the disclosing party will, to the extent known, promptly notify the other party in writing of such circumstance and direct that the confidentiality hereunder be maintained by the receiving party); (B) was already lawfully known to the receiving party prior to being disclosed by or obtained from the disclosing party; (C) has been or is hereafter lawfully received by the receiving party from a third person (other than the disclosing party) without an obligation of restriction or non-disclosure; (D) has been independently developed by the receiving party without reference to Confidential Information of the disclosing party; (E) relates to the identity of Program Property modules that have been licensed by You, the types and configuration of hardware or operating systems on which the Program Property operates for You, or the identity of any software or hardware systems with which the Program Property interfaces for You; or (F) is required to be disclosed by applicable law, subject to the requirements in Subsection 9(c) below. It will be presumed that any Confidential Information in a receiving party's possession is not within exceptions (B), (C) or (D) above, and the burden will be upon the receiving party to prove otherwise by records, documentation, or other means.

c. **Non-Disclosure and Non-Use**. Except as set forth in Subsection 9(d) (Return of Confidential Information), the parties agree to hold each other's Confidential Information in strict confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of, and as specified in, this Agreement. Without limitation on Subsection 9(g) (Equitable Relief) below, each party agrees to take all reasonable steps to ensure that Confidential Information of either party is not disclosed or distributed by its employees, agents, subcontractors or

consultants in violation of the provisions of this Agreement. If either party is required by law or court order to disclose the other party's Confidential Information, the disclosing party will use reasonable efforts to provide the other party with prior written notice of such required disclosure and reasonably cooperate with the other party to limit such disclosure. Epic and You will each require (either through inclusion in a written agreement with such individuals or policies that apply to them) that their personnel maintain the confidentiality of the other party's Confidential Information and use it only within the scope of their duties.

d. **Return of Confidential Information**. Except as may be prohibited by law, upon the request of the disclosing party or in the event the receiving party desires to return all, or any portion of the disclosing party's Confidential Information, the receiving party will promptly return or destroy, at the disclosing party's option, the disclosing party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information, and all copies thereof, at disclosing party's request; however, to the extent the actions required to return or destroy Confidential Information are not reasonably practical (e.g., embedded in an email contained in an archive, or when return and destruction of Confidential Information is prohibited by law), a party will instead continue to extend the obligations of confidence set forth in this Agreement to such Confidential Information. Furthermore, if a receiving party is prohibited by law from returning and destroying Confidential Information, the receiving party will only refrain from returning and destroying the portions of Confidential Information that such party is prohibited by law from returning and destroying. Moreover, if You request the return or destruction of Your Confidential Information while Epic is providing services to You, Epic's obligations to provide services that would typically (based on Epic's standard practices) involve access to Your Confidential Information will be excused to the extent affected; and, if Epic continues to perform affected services, then You agree to pay any additional standard fees and costs charged by Epic resulting from the inability to access Your Confidential Information.

e. **Ownership**. As between Epic and You, Epic Confidential Information will remain the sole and exclusive property of Epic. As between Epic and You, Your Confidential Information will remain Your sole and exclusive property. Neither party will have any interest in, nor any right to use (including, without limitation, any use resulting in disclosure to any third party) the other party's Confidential Information except as specifically provided for by this Agreement or as otherwise permitted and specified by separate written agreement executed by both parties hereto. [redacted] For the avoidance of doubt, the information described in the preceding sentence will not include any Protected Health Information.

f. **Agents**. Each party will ensure that its employees, agents, subcontractors and consultants will (1) be permitted access to the other party's Confidential Information only as necessary to perform this Agreement or, for a party's employees, to make proper use of same within the scope of the individual's employment duties in connection with the party's performance of obligations and exercise of rights under this Agreement and (2) have executed a confidentiality agreement prior to receipt of such information, or are otherwise bound by a written or ethical obligation to maintain the confidentiality of Confidential Information, no less restrictive than that contained in this Agreement, and subject to the other terms of this Agreement (including Section 10(e) (Third Party Assistance).

g. **Equitable Relief**. Each party acknowledges that any use or disclosure of the other party's Confidential Information other than as specifically provided for in this Agreement, may result in irreparable injury and damage to the nonusing or non-disclosing party. Accordingly, each party hereby agrees that, in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-using or non-disclosing party may be entitled to equitable relief as granted by any appropriate judicial body.

h. **Confidential Markings**. Each party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all tangible media comprising the other party's Confidential Information in the manner in which such notices or markings appear on such tangible media or in the manner in which such other party may reasonably request.

i. **Your Data**. As between You and Epic, all of Your Protected Health Information (as defined in Exhibit 5 (Business Associate Exhibit)), records, patient lists, and other operations data to which Epic has access and is transmitted to, by, or through Epic's software or otherwise provided to Epic under this Agreement ("Your Data") will be and remain the sole and exclusive property of You. [redacted] Epic may use data in a manner that does not reasonably identify You or individuals as the source of such data gathered from You and Epic's other customers, and possibly combined with data from public and private sources, to provide You and Epic's other customers with comparative information to make more effective decisions in managing operations and in delivering services to patients. (For the avoidance of doubt, all use of Protected Health Information will be subject to Exhibit 5 (Business Associate Exhibit).) [redacted]

j. **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 iformation 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 16(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 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. 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 its 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 9(j)(i) (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 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 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 Confidential Information that Epic had requested not be disclosed.

k. **Business Associate Exhibit**. To address the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations, the parties agree to the terms of Exhibit 5 (Business Associate Exhibit).

10. PROGRAM PROPERTY PROTECTIONS

a. **General.** Consistent with Section 9 (Confidential Information) and to protect the rights of Epic, You will:

(i) Not reverse engineer any Program Property.

(ii) Limit access to the Program Property to Your Affiliates in the United States.

(iii) Store the Program Property securely and use Epic-approved security technology to provide and track electronic access to the Program Property, so that access is limited to permitted Affiliates.

(iv) If You discover that anyone with access to any Program Property is directly or indirectly assisting in the development, design, or enhancement of software that competes or may compete with any Epic software (and Epic has not provided advance written consent for such activity), promptly discontinue such access or ensure the competitive activity is terminated.

(v) Notify Epic promptly in writing if You discover any person or entity has obtained non-permitted access to Program Property.

b. **Copyrights and Trademarks.** You will preserve all copyright and trademark notices in the Program Property and Third Party Software and Data. If You customize the Program Property, You will include Epic's logos and other trademarks in accordance with the requirements in the Documentation.

c. **Specifications, Source Code, and Extensions.**

(i) *Industry-defined Specifications.* Epic participates in developing certain industry-defined interoperability standards, such as HL7, FHIR, and similar specifications. You may use such specifications to develop software that interoperates with the Program Property, subject to the terms of this Agreement. Fees may apply to use Epic's implementations of such standards (e.g., interfaces, APIs).

(ii) *Confidential Information.* Epic will also provide You with access to certain Epic Confidential Information under this Agreement, including Proprietary Data Schema and non-public program service calls. You may use such non-public information (A) to support Your licensed use of the Program Property, and (B) to develop Extensions for internal use by You and Your Affiliates (but not other distribution) (collectively, "Internal Use"). You may only develop or assist in developing software that could potentially overlap with the functionality of Epic software if everyone involved in the development has been restricted, by procedure and in practice, from having

direct or indirect access to Epic Confidential Information. If You would like certain of Your Personnel (e.g., individuals with only limited and incidental access to Epic Confidential Information) to participate in developing potentially competitive software without the protections described in the preceding sentence, at Your request Epic will discuss with You in good faith whether You and Epic can agree on reasonable alternative safeguards to protect against misuse of Epic Confidential Information. Development includes coding, defining requirements or specifications, and other design, development, and testing activities.

(iii) *Source Code.* In certain cases, Epic may provide You with source Code, to which access must be limited to a list of individuals approved by Your chief information officer (or similar executive). Like other Epic Confidential Information, You may use any source Code provided to You for Internal Use. If You would like to use source Code for any other purpose, such as to develop Extensions for commercialization via the Epic App Orchard, You may request a software development kit agreement for such use. You will maintain source Code provided to You only in the country for which it is licensed in Subsection 1(a) (General), except with Epic's prior written consent. You also will not provide any third party with access to source Code without Epic's express written consent, which Epic typically only provides under a written agreement with You and the third party that contains specific protections against misuse (e.g., audit rights). In the future, Epic may limit or discontinue source Code access (e.g., due to security, confidentiality, or information management concerns). At Epic's request, You will delete all source Code that has been provided to You.

(iv) *Extensions.* Epic encourages and supports Your innovation efforts. However, it is important that Epic can continue developing its software for use by the Epic community without being blocked by intellectual property claims. Therefore, You and Your Affiliates will not enforce against Epic, its Owned Entities, or its or their direct or indirect customers or sublicensees, intellectual property rights in (i) Extensions, or (ii) a method or process by which data is exchanged between an Independent Development and an electronic health record. In addition, You and Your Affiliates will not assign any intellectual property rights in an Extension to a third party that has not agreed to the restriction in the preceding sentence, and any purported assignment otherwise is void. You may share an Extension with the Epic community only by donating it to the Epic Community Library, commercializing it via Epic's App Orchard, or otherwise with Epic's prior written consent. If You change the source Code, Proprietary Data Schema, or non-public program service calls, Epic's warranty and maintenance obligations will cease. However, in the event of modification of the source Code, Epic will, at Your request, assuming available resources and at Epic's then-current rates, assist You in restoring the source Code to its unmodified state. When the source Code is successfully restored to its unmodified state, Epic's warranty (to the extent it has not expired), acceptance, support, and maintenance obligations will resume (for the avoidance of doubt, however, any applicable period (including the Warranty Period) will not be tolled during the period that the Code was modified, and any such resumption will be subject to the other terms and conditions of this Agreement). Development of Programming Points Code is not a change to the source Code. You will not modify the source Code or use data structures or program service calls in a manner that circumvents Volume counts.

d. **Unlicensed Software.** Given the integrated nature of Epic's software, Epic may provide You code for software that You have not licensed. Epic typically restricts access to unlicensed software using license keys. You will respect Epic's access restrictions and not use unlicensed code, except for incidental copying necessary for licensed use of the Program Property. The restrictions on use and the confidentiality and safekeeping terms that apply to the Program Property also apply to such non-Program Property Code and Documentation.

e. **Third Party Assistance.** Some organizations choose to have third parties assist with their operations (e.g., implementation or operational services, outsourcing, administrative staff augmentation, hosting) and would like such third parties to have access to Epic Confidential Information. To protect confidentiality and reduce Your involvement in disputes that may arise, before providing such access You will work with Epic to ensure the access is covered by a written agreement between the third party and Epic, and You will only provide access as provided

in that agreement. In addition, in certain cases Epic may rely more heavily on Your management and control of a third party, and You may need to sign a multi-party agreement with Epic, the third party, and possibly certain of the third parties' employees. For example, since the Program Property is licensed for use in the United States and international access can pose security and other concerns, You may need to sign an agreement permitting access outside the United States. Epic also may decline to enter into an agreement with the third party in certain circumstances, e.g., due to concerns about intellectual property protections in the country in which the third party operates, its security or confidentiality practices, Epic's or other customers' past experiences with the third party, or competitive issues.

11. RIGHT TO TRANSFER THIS AGREEMENT

a. **Assignment by Epic**. Without Your consent, Epic may assign this Agreement to (i) Epic's Owned Entities as of the Effective Date, and (ii) 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]

b. **Assignment By You**. You will not assign, transfer, sublicense or timeshare Your license or this Agreement to or with any other person, except as expressly provided in this Section 11 (Right to Transfer this Agreement) or Section 12 (Use of Program Property by Affiliates). You may assign this entire Agreement without the approval of Epic or its Owned Entities in the following circumstances: (1) to a successor organization that is a hospital or physician organization in connection with the sale, transfer, or other disposition of substantially all of the assets of You; or (2) an Owned Entity that is a hospital or physician organization. Any assignment by You as permitted herein must (A) be in writing; and (B) contain a written acknowledgment of the assignee that it 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. An "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.

c. **Separation**. In connection with the sale, transfer or other disposition of any of Your Owned Entities, lines of business, or business units (collectively a "Separation"), such successor entity, (if a hospital or physician organization and not an Epic Competitor), will be entitled to continue to have continued access to Your Program Property and Third Party Software and Data (to the extent permitted by Epic's agreement with the applicable third party) under the terms of this Agreement for a period of up to [redacted] You will remain liable for all Your obligations under the Agreement as though the successor entity were an Affiliate of You, including, but not limited to, payment of all charges or fees relating to such entity's use of the Program Property and Third Party Software and Data or services that You request on its behalf. You will be

entitled to terminate access to the Program Property and Third Party Software and Data and any or all such services upon thirty (30) days written notice to Epic. [redacted]

d. **Acquisitions and Mergers by You**. If You acquire, or merge with, an entity contracting for services from Epic, upon Your request Epic and the several entities will negotiate in good faith in an attempt to integrate the service being provided by Epic to the several entities in order to reach a mutually beneficial agreement for Epic and the several entities, including, reducing redundancies, increasing efficiencies, and migrating the entities to a unified platform. [redacted]

12. USE OF PROGRAM PROPERTY BY AFFILIATES

a. **General.** You may allow an Affiliate to access and use the Program Property, subject to the terms below and elsewhere in this Agreement:

(i) You will not allow access to an individual or entity that licenses software to health care organizations (or any other potential Epic Competitor) without Epic's prior written consent.

(ii) You will only provide Affiliates with access to the Program Property to the extent necessary for use of the Program Property in Your and Your Affiliates' health care delivery operations.

(iii) Subject to Section 10 (Program Property Protections) and except as agreed in writing by Epic, only Your employees may access Code other than Workstation Code.

(iv) Affiliates are subject to all of the limitations of this Agreement. You will have the same responsibility to Epic for an Affiliate's actions and omissions as if they were Your own actions and omissions.

b. **Single Licensee.** Except as otherwise provided in this Agreement or pricing documentation for additional Production Directories or Licensed Volume, all Affiliates will be combined with You and treated as a single licensee under this Agreement. For example: (1) except as provided for a specific Affiliate, all Volume attributable to You or any Affiliate will be aggregated to determine if You have exceeded the Licensed Volume; (2) no additional copies of the Program Property will be provided to any Affiliate (except applicable Workstation Code); (3) all implementation and maintenance requests for customization and the like will be conducted through the employees designated by You to contact Epic; and (4) You will be responsible for all payments to be made to Epic with regard to the activities of any Affiliate. Termination of this Agreement or a license to an Item will terminate the corresponding rights of any Affiliate.

13. INDEMNIFICATIONS

a. **Intellectual Property Indemnification.** Epic will defend or settle, indemnify, and hold harmless Your Indemnitees from any third-party Claim brought against them to the extent: (1) it is a Claim of infringement of a patent, copyright, or trademark, in each case enforceable in the United States; (2) it is based on use of the Program Property as delivered to You by Epic and in accordance with the Documentation Manuals and this Agreement; and (3) it is not based on use of the Program Property in combination with other hardware or software (excluding third party software embedded in the Program Property) except to the extent that use of the Program Property alone would constitute infringement. You will promptly notify Epic in writing of the Claim, provide Epic with the information reasonably required for its defense, and grant 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 Program Property or payment of damages for which indemnification is provided by Epic hereunder. If such a Claim is brought, Epic may:

(i) procure the right for You to continue to use the Program Property that is the subject of the Claim [redacted] or

(ii) modify, replace or remove such Program Property [redacted] with the resulting Program Property having functionality substantially similar to or better than it did as of the date of this Agreement;

or, if Epic determines that options (i) and (ii) are not technically feasible or commercially reasonable,

(iii) modify, replace, or remove such Program Property [redacted] with the resulting Program Property having less functionality than it did as of the date of the Agreement. Epic will use good faith efforts to minimize feature reduction and to provide non-infringing substitute functionality or other workarounds. If there is a material reduction in Program Property functionality under this Subsection 13(a)(iii), You may terminate Your license to the affected Item;

or, if Epic determines that (i), (ii), and (iii) are not technically feasible or commercially reasonable,

(iv) terminate Your license to the affected Item.

Upon termination under Subsection 13(a)(iii) or 13(a)(iv), You will cease use of the Item (including any embedded third party software) and return it to Epic. Epic will then reduce the depreciated license fee outstanding (if any) and refund to You the depreciated license fee You paid to Epic for the Item, with such reduction and refund determined based on the license fee for the Item less depreciation calculated on a straight line basis over five (5) years from the date of this Agreement through the date of termination. This Subsection 13(a) (Intellectual Property Indemnification) states the entire liability and obligation of Epic to Your Indemnitees arising out of or relating to violations of intellectual property rights.

b. **Clinical Products.** The Program Property contains tools intended for trained personnel to use as they provide care. It is not a substitute for competent human intervention and judgment. Accordingly, in using the Program Property You and Your Personnel will:

(i) Enter and read information accurately and completely.

(ii) Ensure that Your Personnel are properly trained.

(iii) Be responsible for configuration decisions (including workflows and the use or non-use of specific features, Support Materials, and Third Party Products).

(iv) Confirm the accuracy and relevance of information in the same manner as if it were in paper form (e.g., verification of allergies, medications, and results).

(v) Report to Epic immediately all suspected Program Errors and other issues that Your Personnel know or should know could adversely affect patient care.

(vi) Take all reasonable measures to avoid or mitigate harm that could be caused by Program Errors or other issues. [redacted]

(vii) Test for and assure Yourself of accuracy, completeness, appropriateness, and compliance before You release or authorize the release of functionality or content (including Program Property, Support Materials, and Third Party Products) into a production environment.

(viii) Maintain, train Your Personnel on, and carry out disaster recovery and system unavailability procedures that will permit Your Personnel to preserve patient care quality in the event of system unavailability.

(ix) Use the Program Property only in accordance with the Documentation Manuals and applicable standards of good medical practice.

Many factors, including the provider-patient relationship, can affect outcomes and related Claims. Accordingly, You will indemnify, hold harmless and defend Epic Indemnitees from any Claim by or on behalf of any patient of Your Personnel (or a third party claiming damage due to a relationship with such a patient), regardless of the cause (including Epic Indemnitee negligence, except as provided below), if such Claim in any way arises out of or relates to care or outcomes. However, the indemnification in the preceding sentence will not apply if the proximate and direct cause of the event giving rise to the Claim is Epic's sole negligence with respect to a Program Error and Your Personnel have, in connection with the Claim, satisfied each of the responsibilities listed in (i) through (ix) above. Epic will promptly notify You in writing of any Claim under this Subsection 13(b) (Clinical Products), provide You with the information reasonably required for its defense, and grant You control over its defense and settlement. You must 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 Program Property or Epic Indemnitee services.

c. **Third Party Products**. You will use Third Party Products in connection with Your use of the Program Property, and such Third Party Products have their own use limitations. Accordingly, You will indemnify, hold harmless, and defend Epic Indemnitees from any Claim arising out of or relating to Your use of a Third Party Product unless it is sublicensed under and used by You only in accordance with this Agreement. Epic will promptly notify You in writing of any such Claim, provide You with the information reasonably required for its defense, and grant You control over its defense and settlement.

14. 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, applicable excise, property, and similar taxes) arising out of this Agreement or otherwise related to the license, use, implementation, maintenance or modification of the Program Property, or other software or services will be Your responsibility. If Epic pays or is required to pay such taxes (or related penalties or interest), You will promptly reimburse Epic. 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. If Your tax status changes, You will promptly inform Epic by an email to finance@epic.com.

15. TERM AND TERMINATION

a. **General.** This Agreement (including all licenses) will continue in effect until the Agreement or the applicable license is terminated in accordance with this Section or another express termination provision of this Agreement.

b. **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 a 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; (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.

c. **Termination Upon Material Breach; Cure Periods.** A party (the "Notifying Party") may terminate this Agreement if the other party (the "Breaching Party") materially breaches its obligations and does not cure the breach within sixty (60) days of receipt of notice from the Notifying Party. The notice will be provided in accordance with Section 16 (Notice), will reference this Subsection 15(c) (Termination Upon Material Breach; Cure Periods) or state it is a notice of material breach, and will describe the breach in sufficient detail to permit the Breaching Party to cure the breach. Where another provision of this Agreement includes an express termination right and cure period, this Subsection 15(c) (Termination Upon Material Breach; Cure Periods) will not apply.

d. **Termination for Convenience**. You may terminate this Agreement at any time upon 90 days' written notice to Epic without reason, penalty, or breach of this Agreement, notwithstanding that the Epic is in compliance with all delivery, performance, or other requirements under this Agreement by giving Epic written notice in accordance with Section 16 (Notice) of this Agreement. Such notice shall specify the termination date, which date shall be at least 90 days after the date of such notice. Such termination shall not take effect unless You have first paid Epic (i) the entire amount of the Program Property License Fee and (ii) any other fees, charges, expense or other amounts accrued as of the termination under this Agreement less any pre-paid maintenance fees attributable to periods occurring after the date of such termination.

e. **Effect of Termination.** All licenses granted under this Agreement terminate when this Agreement terminates. Within thirty (30) days of the effective date of termination of this Agreement or a license, You will return all copies of the applicable software (including Code and Documentation) to Epic, or destroy such copies and certify to Epic that such actions have occurred. You will remain liable to Epic for all fees and expenses accrued prior to such termination.

f. **Survival.** The following terms will survive termination:

   (i) Subsection 2(j)(iii) (Discontinuation of Participation),

   (ii) Subsection 2(j)(iv) (Disclaimer and Waiver; Your Responsibilities),

   (iii) Subsection 3(c) (Ownership),

   (iv) Section 4 (Payments) (to the extent applicable for pre-termination use or obligations),

   (v) Subsection 5(e) (Performance and Use Monitoring) (for Performance and Use Data collected before termination),

   (vi) Subsections 6(e) (Limitations),

   (vii) Subsection 6(f) (Remedy Prioritization),

   (viii) Subsection 6(g) (Additional Representation, Warranties, Covenants and Remedies),

   (ix) Subsection 6(k) (No Other Representation or Warranty),

   (x) Section 8 (Limitations of Liability),

   (xi) Section 9 (Confidential Information),

   (xii) Section 10 (Program Property Protections),

   (xiii) Section 13 (Indemnifications),

   (xiv) Section 14 (Taxes),

   (xv) Subsection 15(d) (Effect of Termination),

(xvi) Section 16 (Notice),

(xvii) Section 17 (Records Requirements),

(xviii) Section 19 (Miscellaneous), and

(xix) the terms in addenda to the extent provided in the addendum or covering similar subject matter to other surviving terms.

g. **Dispute Resolution Process**.

(i) *Escalation*. Both You and Epic wish to work together to assure an effective project and to resolve issues as they may arise. If either party has concerns about implementation, maintenance or any other issues under this Agreement, each party will have the right to escalate the issue through the other party's organization if the issues are not resolved in a timely manner. The goal of the escalation procedures will be to resolve the specific issue as quickly as reasonably possible. At each stage of this process, the individuals occupying the positions listed below (or their functional equivalents, e.g., if titles have changed) will discuss and attempt to resolve the relevant issues. Escalation at each step of this process will occur based on a determination that the existing level of involvement by the other party cannot resolve or is not satisfactorily resolving the problem (or, if You wish, You may escalate each stage automatically after a specified number of business days). The escalation path is as follows:

EPIC	YOU
Implementation Director or Technical Services Coordinator	EHR Program Director
Implementation Executive or Technical Services Manager	Associate Hospital Administrator
Senior Vice President	CxO (COO, CNO, CMO)
President or Chief Executive Officer	Hospital Director

16. NOTICE

a. **General.** Notice required under this Agreement must be in writing, delivered by reputable overnight courier, U.S. mail via registered, certified or overnight delivery and return receipt requested, or personal delivery, and addressed to the following addresses (or another address a party designates by notice to the other party):

If to Epic:

Judith R. Faulkner
CEO
Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

If to You:

Arrowhead Regional Medical Center
Attention: Hospital Director
400 North Pepper Avenue
Colton, CA 92324

with a copy to:

General Counsel
Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

with a copy to:

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

b. **Invoices.** Invoices should be sent by email to the following email address (or another email address You designate by email to finance@epic.com): accountspayable@armc.sbcounty.gov

c. **Payments.** Payments should be payable to Epic Systems Corporation and sent to the following address (or to another address Epic designates by notice to You):

Epic Systems Corporation
Box 88314
Milwaukee, WI 53288-0314

17. RECORDS REQUIREMENTS

To the extent 42 U.S.C. § 1395x(v)(1)(I) (as amended) and regulations promulgated thereunder apply, until the expiration of four (4) years after furnishing services and/or products under this Agreement, Epic will make available, upon written request of the Secretary of the Department of Health and Human Services, 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 necessary to certify the nature and extent of the costs for which You seek reimbursement. In addition, if Epic carries out its duties under 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 similar clause allowing access to the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

18. INSURANCE

a. **General**. [redacted] You and Epic shall mutually waive subrogation with respect to Workers Compensation insurance. To the extent applicable all policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by You.

b. **Proof of Coverage**. Epic shall furnish certificates of insurance to Your applicable department administering this Agreement evidencing the insurance coverage at the time this Agreement is executed. Additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Your applicable department. Epic shall maintain such insurance from the time Epic commences performance of services hereunder until the completion of such services.

c. **Acceptability of Insurance Carrier**. Unless otherwise approved by Your risk management department, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

d. **Failure to Procure Coverage**. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, You have the right but not the obligation or duty to terminate this Agreement pursuant to the terms of Section 15(d) (Termination for Convenience) of the Agreement.

e. **Insurance Review**. Insurance requirements are subject to Your periodic review. Your director of risk management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Your risk management department determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of You.

f. **Failure to Enforce.** Any failure, actual or alleged, on Your part to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of You.

g. **Insurance Requirements**. Epic agrees to provide insurance set forth in accordance with the requirements herein. If Epic uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Epic agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, Epic shall secure and maintain throughout the term of this Agreement, set forth in Subsection 16(a) (Term and Termination), the following types of insurance with limits as shown:

(i) *Workers' Compensation/Employer's Liability Insurance*. A program of Workers' Compensation insurance
or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of State law, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Epic and all risks to such persons under this Agreement.

(ii) *Commercial/General Liability Insurance*. Epic shall carry General Liability Insurance covering all operations performed by or on behalf of Epic providing coverage for bodily injury and property damage with a combined single limit of not less than five hundred thousand dollars ($500,000), per occurrence. The policy coverage shall include:

A. Products and completed operations.

B. Broad form property damage (including completed operations).

C. Personal injury.

D. Contractual liability.

E. $1,000,000 general aggregate limit.

(iii) *Automobile Liability Insurance*. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than two hundred and fifty thousand dollars ($250,000) for bodily injury and property damage, per occurrence.

If Epic is transporting one or more non-employee passengers in performance of this Agreement's services, the automobile liability policy shall have a combined single limit of one million dollars ($1,000,000) for bodily injury and property damage per occurrence.

If Epic owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(iv) *Umbrella Liability Insurance*. An umbrella (over primary) or excess policy may be used to comply with
limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(v) *Errors and Omissions Liability Insurance*. Errors and Omissions Liability Insurance with limits of not less
than one million ($1,000,000) and two million ($2,000,000) aggregate limits.

(vi) *Cyber Liability Insurance*. Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of

private information, extortion and network security. The policy shall protect Your involved entities and cover breach response cost as well as regulatory fines and penalties.

19. MISCELLANEOUS

a. **Governing Law, Forum and 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 19(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 19(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. **Severability.** The provisions of this Agreement will be severable, so that if any provision is found unenforceable, it and related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. However, severability will not apply if it materially changes the benefit of this Agreement to either party.

c. **No Waiver; No Course of Conduct.** Failure to enforce a provision of this Agreement will not bar future enforcement. The parties' conduct will not be used to interpret this Agreement.

d. **Purchase Orders.** Epic accepts Your purchase orders only for accounting convenience. Purchase order terms, other than those in a software or service order prepared by Epic and signed by You, will not amend this Agreement or otherwise constitute an agreement between the parties.

e. **Entire Agreement.** The appendices, exhibits, and addenda to this Agreement, and forms prepared by Epic and signed by You, are part of this 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.

f. **Subcontracting.** Epic may subcontract its activities under this Agreement to any Epic Owned Entity. Epic also may subcontract such activities to non-Epic subcontractors. Epic will inform You in advance of any proposed non-Epic subcontractor and the activities it would carry out, and You may approve or reject the subcontractor. Epic is responsible to You for work performed by its subcontractors to the same extent as it is for Epic's own work. Relevant terms of this Agreement apply to subcontractors in the same manner as they apply to Epic. Code or documentation provided to You by an Epic subcontractor is owned by Epic and treated as Code and Documentation under this Agreement.

g. **Restriction on Offers of Employment**. Epic and You will not solicit, discuss prospective employment with, or hire (directly as employees or indirectly) any employee of the other party, except with the other party's written consent. The restriction in the previous sentence applies during an individual's employment with the other party and for twelve (12) months following such employment, and only to employees who have worked on the development, implementation, or maintenance of Epic software. Epic may choose not to work with or train former Epic staff hired in violation of this Subsection. 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.

h. **Independent Contractors; No Third-Party Beneficiaries or Joint Employers**. Epic and You are independent contractors and not each other's agents. Except to the extent expressly specified, this Agreement does not create

third-party beneficiaries. Epic and You are not joint employers of the other's employees and do not have the right to make employment decisions about the other's employees.

i. **Interpretation; Authorization; Counterparts.** Headings in this Agreement will not affect the interpretation of this Agreement. In this Agreement, the words "include" and "exclude" and their variants are not words of limitation, and examples are for illustration and not limitation. Each party represents that the individual signing on its behalf is authorized to bind the party. This Agreement and its incorporated documents may be signed on paper, by facsimile or electronically, and may also be signed in counterparts.

j. **Electronic Transmission of Software**. The Program Property will be delivered to You by electronic transmission.

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

COUNTY OF SAN BERNARDINO		**EPIC SYSTEMS CORPORATION**	
By:		By:	
Name:	Curt Hagman	Name:	Judith Faulkner
Title:	Chairman, Board of Supervisors	Title:	Chief Executive Officer
Date:		Date:	

APPENDIX A
DEFINITIONS

1. "Affiliate" means any hospital or physician organization with fewer than 200 licensed beds and an expected Annual Volume (calculated based on the organization's full operations as if each Item were fully implemented) of fewer than 200,000 Ambulatory Visits that is within San Bernardino County, shares Your Production Directory, and shares or is reasonably likely to share patients with You; and, anyone else (e.g., larger organizations) approved by Epic in writing. "Affiliates" include Your and the above entities' employees and medical staff. Epic acknowledges that Affiliates of You under this definition may include the healthcare facilities of San Bernardino County's Department of Behavioral Health, Department of Public Health, Sheriff's Department, Department of Aging and Adult Services, and County Probation Department.

2. "Administrative Fee" means, the monthly fee associated with the invoice amount tier on Exhibit 11.

3. "Annual Volume" means the aggregate Volume for the Program Property during (i) the 12-months following the date of this Agreement, and (ii) each subsequent 12-month period.

4. "Claim" means all claims, demands and actions, and all associated liabilities, damages, refunds and costs, including settlements and attorney's fees.

[redacted]

[redacted]

6. "Code" means all object and source code provided by Epic to You, including for the Program Property and in the master patient index and training environments. Code is delivered when it is first made available to You.

7. "Confidential Information" means Your Confidential Information or Epic Confidential Information, as applicable given the context.

8. "Contested Amount" means the amount of an Epic charge that You dispute in good faith in a written notice describing the dispute and provided to Epic by the due date, so long as You have paid all undisputed amounts then due.

9. "Current Version" means the most recent release of an Item, including subsequent special updates to that release.

10. "Documentation" means all documents or materials in any format, including technical data associated with the Program Property, relating to the functionality, operation, use, source code, data structures, implementation, or maintenance of the Program Property or other Epic software, which are (i) provided to You, or (ii) created by You or on Your behalf (only to the extent revealing Epic Confidential Information).

11. “Documentation Manuals” means the Setup and Support Guides and Release Notes provided by Epic for the Program Property, and exclude other Documentation, such as data models, data dictionaries, or objects listings.

12. “ECI” means the Employment Cost Index for total compensation (not seasonally adjusted) for private industry workers, management, professional and related occupations, excluding incentive paid occupations, December 2005 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics. Unless otherwise specified, the ECI published most recently before the date of the Agreement applies. If the ECI is discontinued, Epic will substitute a similar cost index.

13. “Effective Date” means the effective date of this Agreement.

14. “Epic Confidential Information” has the meaning set forth in Subsection 9(a)(ii) (Epic Confidential Information).

15. “Epic Fees Paid” means all fees paid by You to Epic for (i) Your license to the Program Property, and (ii) the hourly and Maintenance Program services provided to You by Epic under this Agreement.

16. “Extension” means any development that incorporates or references any (i) Epic source Code libraries, (ii) Epic APIs that are not based on industry standard specifications and are available for public use, (iii) Proprietary Data Schema, or (iv) other Epic Confidential Information.

17. “First Live Use” for an Item occurs when You first use the Item to process actual patient data for production purposes.

18. “Implementation Schedule” is the implementation schedule agreed to and periodically revised as agreed by the parties’ implementation teams. A sample is attached as Exhibit 2 (Implementation Schedule).

19. “Indemnitees” means the applicable party to this Agreement and its Owned Entities, and its and their employees, officers, directors, and contractors. Your Indemnitees also include Affiliates.

20. “Independent Development” means development that is not the result of access to Epic Confidential Information (but which may reference publicly available interoperability specifications, such as FHIR or HL7).

21. “Item” means each line item of Epic software in the “cost details” section of Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), including as added by amendment or an Epic-prepared order form signed by You. An Update is not a new Item.

22. “License Fee Paid” means the portion of the Program Property License Fee You have paid Epic that is attributable to a given Item, or, for software licensed after the date of this Agreement, the portion of the license fee You have paid Epic.

23. “Licensed Volume” means the limitations on the Annual Volume specified in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) and increased under Subsection 4(b) (Increasing the Licensed Volume). You represent that You reasonably calculated the expected Annual Volume based on Your and Your Owned Entities’ current operations as if each Item were fully implemented and such expected Annual Volume does not exceed the Licensed Volume. Certain Affiliates may be assigned separate Licensed Volumes.

24. “Maintenance Program” means the maintenance services for the Program Property described in Section 5 (Maintenance).

26. “Non-Program Property Error” means an apparent or real defect, error, or other anomaly that Epic reasonably determines does not originate from the Program Property (e.g., incorrect use; input errors; errors in Your hardware, Third Party Products, or other non-Program Property code) or is a result of the

design, configuration, presentation formats, general flow and function of the Program Property, or nonEpic modifications to the Program Property. A NonProgram Property Error is not a Program Error.

27. "Operating Environment" means InterSystems Caché (if in Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information)) or other Epic-specified operating environment.

28. "Owned Entity" is as to Epic or You, an entity that (a) directly or indirectly owns or controls more than fifty percent of the party, or (b) is more than fifty percent owned or controlled, directly or indirectly, by the party or an entity described in clause (a).

29. "Performance and Use Data" means the following metadata relating to Your use of the Program Property: operating system metrics (e.g., CPU utilization, file system usage, disk read performance), Operating Environment metrics (e.g., database accesses per second, available licenses, database free space), Program Property activity metrics (e.g., number of appointments created, average length of stay, medications ordered), configuration selections (e.g., workflows, item selections) and other performance metrics and usage data. Performance and Use Data excludes Protected Health Information (as defined in Exhibit 5 (Business Associate Exhibit)).

30. "Production Directory" means each (i) copy of the server Code used to process actual patient data; and (ii) actual patient database exceeding one (if any) processed by the same server Code copy of Program Property. For example, if You use three copies of the server Code to process data, two of those copies each process one patient database and one copy processes two patient databases, You use four Production Directories. Directories used solely for testing or training; disaster recovery; shadow copies supporting MyChart or EpicCare Link; or reporting copies supporting read-only reporting functions are not Production Directories.

31. "Program Error" means a reproducible error or defect in an Item that results in its failure to operate in substantial conformity to descriptions of such operation in the Documentation Manuals.

32. "Program Property" means, for each Item, the Code, Documentation, Updates, and other modifications provided to You under this Agreement and described as included in the Item's Documentation Manuals. If You would like to license additional functionality, additional fees will apply.

33. "Program Property License Fee" is the amount specified on Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) as the total license fees for Epic software.

34. "Programming Points Code" means code external to the source Code that is executable, in accordance with Epic's instructions, at designated places in the Code.

35. "Proprietary Data Schema" means metadata describing the specific location, arrangement, or structure of the data elements used in the Program Property, excluding publicly-available standard HL7 formats or other Epic-published exchange formats.

36. "Reasonable Workaround" means a workaround of a Program Error that does not materially decrease the general utility of the Program Property.

[redacted]

38. "Substantive Program Error" means a Program Error that materially and adversely affects (i) Your operations [redacted]

39. "Superseded Version" means a release of an Item other than the Current Version.

40. “Support Materials” are content, formats, forms, data, software, configuration, tools, and other materials created for use with the Program Property and provided to You and Epic customers in general for no charge that are made available through the Community Library or otherwise by Epic (e.g., in starter sets and the Foundation System), such as: report formats, SmartForms, SmartSets, SmartText, SmartPhrases, pathways, decision support rules, selection lists, flowsheets, care plans, patient education, handouts and letter forms, after visit summary forms, preference lists, reference master files, category lists and other reference tables.

41. “Third Party Product” means equipment, software, data, code sets, or other information or material used with, by or in the Program Property, whether or not supplied by Epic.

42. “Third Party Software and Data” means the items of software and content specified in the Third Party Software and Data section of Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information), or as otherwise may be added by Amendment or an Epic-prepared form signed by You.

43. “Uncontested Amount” means an amount charged by Epic to You that is not a Contested Amount.

44. “Update” means a release of or patch to an Item (with error corrections, enhancements, or extensions), including both the Code (if provided by Epic) and its associated Documentation, that Epic generally makes available free of charge to its similarly situated customers under the Maintenance Program, including applicable Documentation Manuals. Updates are limited to functionality and features described as included in an Item in its Documentation Manuals. If You would like to license additional functionality, additional fees will apply.

45. “Volume” means the actual level of use of the Program Property determined under Exhibit 1 (Program Property, Third Party Software and Data; Additional Terms and Billing Information) and Subsection 12(b) (Single Licensee).

46. “Warranty Period” means, for each Item, the period beginning on delivery and ending [redacted] days after First Live Use.

47. “Workstation Code” means the components of the object Code designed to operate on personal computers for the purpose of accessing the object Code on Your server(s).

48. “Your Confidential Information” has the meaning set forth in Subsection 9(a)(i) (Your Confidential Information).

49. “Your Data” means (1) Your Confidential Information to which Epic has access, and (2) Performance and Use Data.

50. “Your Personnel” means You and Your Affiliates, all of their employees and agents, and all persons involved in any way with the Program Property.

List of Exhibits

EXHIBIT	DESCRIPTION
1	Program Property, Third Party Software and Data; Additional Terms and Billing Information
2	Implementation Schedule
3	Post-Live Activity Credit
4	Epic's Current Standard Hourly Rates
5	Business Associate Exhibit
6	Epic's Support Policies
7	Epic Error Correction Services
8	Travel Policy
9	Litigation
10	Recommended Configuration
11	Administrative Fee
Addendum	Care Everywhere Addendum
Addendum	Carequality Addendum
Addendum	Cosmos Addendum
Addendum	MyChart Self-Branded Application Libraries Addendum
Addendum	InterSystems Addendum: Terms of Intersystems Sublicense
Addendum	SQL Addendum: Terms of KB Systems' KB_SQL Sublicense
Addendum	CPT Addendum
Addendum	Cognitive Computing Cloud Services
Addendum	Epic Cognitive Computing
Addendum	ACC-NCDR® Registry Communication Module Addendum
Addendum	Bi-RADS® ATLAS

Arrowhead Regional Medical Center

June 14, 2019
2017051041G
Exhibit 1

Epic Software

(The * applications have been included in your implementation project scope)

Core Clinical

- EpicCare Inpatient Clinical System*
- EpicCare Ambulatory EHR*
- Healthy Planet Population Health*
- Healthy Planet Link*
- HEDIS Quality Measures

Specialty and Ancillary

- Beacon Oncology*
- Beaker Clinical and Anatomic Pathology*
- Behavioral Health*
- Cupid Cardiology (including ACC-NCDR® Registry Module)*
- Dorothy Home Care (including Hospice)
- EpicCare Link*
- Dialysis
- Bones Orthopaedics*
- Kaleidoscope General Ophthalmology*
- OpTime Operating Room Management and Anesthesia*
- Radiant Radiology*
- Rehab
- Secure Chat*
- Stork OB / Labor & Delivery*
- Willow Ambulatory Pharmacy & Inv. Supply Tracking
- Wisdom General Dentistry
- HIM - Chart & Film Tracking*
- Blood Administration*
- Clinical Device Decision Support*
- Remote Monitoring*

Revenue Cycle and Patient Access

- Resolute Hospital Billing*
- Resolute Professional Billing*
- Cadence Enterprise Scheduling*
- Grand Central & Prelude Registration*
- CRM - Call Management
- Nurse Triage

Analytics and Enterprise Foundation

- Cogito ergo sum Analytics*
- Haiku for smartphones / Canto for tablets / Limerick for Apple Watch*
- Identity Embedded Master Person Index*
- Charge Router*
- Push Notifications*
- Bridges EDI Developer's License*
- Epic Interfaces*
- Cognitive Computing Model Library*
- Care Everywhere (including Carequality Exchange)*
- Patient Abstractor*

Epic Fees

License Fee Summary:

Total Epic license fees[1]: $9,345,800

Annual maintenance for in scope applications[2]: $1,945,368

Implementation and Training Estimate: $7,360,500

Confidential

Subscription Items (Fees are base on your level of use. The (*) items are included in your implementation estimate.)

MyChart Shared Patient Record*

MyChart Bedside*

Lucy Personal Health Record*

Welcome Patient Kiosk*

MyChart Care Companion

Healthy Planet and Caboodle*

Volume Information

Licensed Volumes:

Other Volume Information:

Confidential

Epic Software

	License Fees[1]	Initial Annual Maintenance[2]
Clinical		
EpicCare Inpatient Clinical System	[redacted]	
EpicCare Ambulatory EHR	[redacted]	
EpicCare Ambulatory and EpicCare Inpatient Multiple Product Discount	($42,100)	($8,088)
Specialty and Ancillary		
Beacon Oncology	[redacted]	
Beaker Clinical and Anatomic Pathology	[redacted]	
Behavioral Health	[redacted]	
Blood Administration	[redacted]	
Bones Orthopaedics	[redacted]	
Clinical Device Decision Support	[redacted]	
Cupid Cardiology (including ACC-NCDR® Registry Module)	[redacted]	
Dorothy Home Care (including Hospice)	[redacted]	
EpicCare Link	[redacted]	
Dialysis	[redacted]	
Kaleidoscope General Ophthalmology	[redacted]	
OpTime Operating Room Management and Anesthesia Including Core, Perioperative Charting, and Anesthesia.	[redacted]	
Radiant Radiology	[redacted]	
Rehab	[redacted]	
Remote Monitoring	[redacted]	
Secure Chat	[redacted]	
Stork OB / Labor & Delivery	[redacted]	
Willow Ambulatory Pharmacy & Inv. Supply Tracking	[redacted]	
Wisdom General Dentistry	[redacted]	

Epic Software

	License Fees[1]	Initial Annual Maintenance[2]
Revenue Cycle		
Resolute Hospital Billing	[redacted]	[redacted]
Resolute Professional Billing	[redacted]	
Patient Access		
Cadence Enterprise Scheduling	[redacted]	[redacted]
Prelude Inpatient Registration and Grand Central ADT	[redacted]	
CRM - Call Management		
Nurse Triage	[redacted]	
HIM - Chart & Film Tracking		

Confidential

Epic Software

	License Fees[1]	Initial Annual Maintenance[2]
Population Health & Analytics		
Healthy Planet Population Health	[redacted]	[redacted]
Healthy Planet Link		
Analytics		
Cogito ergo sum Analytics	[redacted]	[redacted]
Cognitive Computing Model Library		
Cognitive Computing Cloud Services		
Enterprise Foundation		
Care Everywhere	[redacted]	[redacted]
Patient Abstractor		
Bridges EDI Developer's License		
Charge Router		
Identity Embedded Master Person Index		
Mobile Push Notifications		
Pulse		
System Pulse		

Confidential

Epic Software

	License Fees[1]	Initial Annual Maintenance[2]
Subscription Items		
Haiku for smartphone / Canto for tablet / Limerick for Apple Watch	[redacted]	[redacted]
MyChart Bedside	[redacted]	
MyChart Shared Patient Record	[redacted]	
MyChart Care Companion	[redacted]	
Welcome Patient Kiosk	[redacted]	
Annual Fee Items		
ACC-NCDR® Registry Communication Module	[redacted]	[redacted]
HEDIS Quality Measures	[redacted]	
Cosmos	[redacted]	

Confidential

Epic Software	License Fees[1]	Initial Annual Maintenance[2]
Additional Costs		
Epic Interfaces[3]	[redacted]	[redacted]
Epic Software Totals	**$10,508,700**	[redacted]
[redacted]	[redacted]	
Epic Software Totals (excluding subscriptions)	**$9,345,800**	
Maintenance fees for implementation scope applications only:		***$1,945,368***

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Other Costs

	Estimated One-Time Fee	Estimated Annual Fee
Third Party Software		
Third Party Software and Data		
Sublicensed Agreements through Epic		
M Operating Environment		
InterSystems Caché - Non-Production License		
InterSystems Caché - Single Server w/ Shadow Platform Independent Subscription		
[redacted]		
Microsoft Azure for Cognitive Computing Cloud Services		
[redacted]		
CPT Code License		
[redacted]		
KB SQL Report Writer / ODBC access (16 user run-time license)		
PKWARE SecureZIP		
Included Third Parties		
Academy of Nutrition and Dietetics Terminology, Diagnostic Data, BI-RADS Atlas, Miscellaneous Assessment Tools Collection, and Sourcebook of Medical Illustrations.		
Third Party Software and Data Subtotals	**$60,324**	**$439,327**

Direct Agreements Facilitated by Epic (Estimates)

You understand that licensing additional third party software is necessary and You have indicated that You intend on entering into agreements for the third party products listed below which You have said are essential for Your implementation and Your Epic system. You understand that Epic may be able to provide you with a separate agreement for the third party vendors below but that any such agreement is between You and the respective third party. You understand that You will require these products prior to completing training at Epic to meet timelines provided by Epic for Your implementation of the Program Property.

Intelligent Medical Objects – Personal Health Terminology – Advanced Option

Medi-Span Drug Database (Core)

CareSelect (Clinical Decision Support)

[redacted]

Benchmarking and Analytics

Experian (LCD and CCI) [redacted]

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Other Costs

	Estimated One-Time Fee	Estimated Annual Fee
Third Party Software and Data		
Licensed Directly from Third Parties *The following third parties are commonly licensed, but Epic integrates with many other third parties as well, some of which have costs.*	[redacted]	
CPT Code License		
[redacted]		
Device Integration Middleware (e.g., Capsule Technologie, Nuvon, or similar if needed)		
Surescripts - E-prescribing		
Emulation Software		
Interface Engine		
Microsoft SQL Server or Oracle Relational Database		
PACS (Radiology, Cardiology, Orthopaedic, Ophthalmology, Dental)		
Patient Discharge Instructions (e.g., CRS, ExitCare, Micromedex)		
Third Party Claim Scrubber and Clearinghouses		
NUBC Code Sets (HL, OptumInsight)		
Third Party Lab Middle Tier (e.g., Data Innovations)		
College of American Pathology - Electronic Cancer Checklists (CAP - eCC)		
Hardware & Infrastructure		
Hardware & Infrastructure	Direct from your Hardware Vendor	

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Arrowhead Regional Medical Center

The estimates below are based on the Implementation Staffing Plan and Implementation Sequence dated April 17, 2019.

Epic Implementation Services

	Estimated Epic Implementation Fees
Application Implementation Services	[redacted]
Project Coordination	
Systems Infrastructure Services	
Interfaces	
Conversions	
Credit for Prepaid Post-Live Activities	
Epic Implementation Services Total	**$6,915,500**

What's Included?

[redacted]

Notes

This estimate is for Epic's implementation support based on an average hourly rate and the level of services we anticipate you will need [redacted] Actual charges are based on actual hours and hourly rates. You will not be charged for hours not used. We will help to adjust this estimate for budgetary purposes when your install plans are more concrete.

This estimate does not include fees for rollout assistance, or for conversions or interfaces, except as described herein and in the amounts specified above. This estimate also does not include other amounts incurred by you during the implementation process, [redacted]

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Epic Travel

Travel for Epic Implementation Staff

Travel for Epic Implementation staff is not included in this Exhibit 1. Estimated Epic travel expenses are $1,410,000, assuming your current install timelines and plans. This estimate is subject to change. Actual charges are based on actual travel expenses incurred.

Training for Your Project Team

Estimated Fees

Epic-provided Training

[redacted]

Project Team Training Total [redacted]

What's Included? [redacted]

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Cost Summary

Epic Summary

This Exhibit 1 assumes the implementation sequence and timeline dated April 17, 2019. The implementation estimate includes assistance for your initial go-live event for each application.

	One-Time License Fees	Initial Annual Maintenance	Implementation and Training Estimate
Epic Software [redacted]			
Interface Starter Set			
Conversions			
Estimated Project Team Training			
Subscription Applications			
Epic Software Totals (excluding TBD)	***$9,345,800***	***$1,945,368***	***$7,360,500***
Custom Programming			
Additional Applications, Interfaces, and Conversions			
Rollout Support for Sites Beyond Your Initial Go-Live Event			

Other Costs Summary

	One-Time Costs	Initial Annual Maintenance
Third Party Software and Data (for sublicensed software)		
Hardware & Infrastructure		
Total Other Costs	***$60,324***	***$439,327***
Out of Pocket, Travel, Taxes, Consulting, Etc.		

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Notes and Assumptions

1. License fees are payable as follows: $934,583 upon contract signing and $142,563 per month for 59 months beginning 1 month after contract signing.
2. Maintenance fees for each application begin after First Live Use and are subject to annual increases.
3. Interface mix is an estimate only based on our experience with customers licensing a similar mix of applications. Additional analysis will be necessary to refine this starter set. The provided interface implementation estimate assumes you would comply with the Epic HL7 interfacing guides and that the application workflows supported by these interfaces are going to be close to the "best practice" workflows as implemented in the Epic foundation system. We have assumed that you will use an interface engine, and if not, fees may vary.

- Software licensed from Epic is subject to the terms of your license agreement with Epic.
- This Exhibit 1 does not include all third party software, hardware & infrastructure, travel or conversions that may be required by this software. It also does not include other expenses incurred by you during the implementation process, such as costs for your organization's resources including backfill, consultant fees, costs related to staff turnover or delays, travel for your team to attend training, etc. Attendance at Users Group Meetings, councils, and other special activities are not included.
- [redacted]
- All Epic Software applications require use of EpicCare Inpatient Clinical System or EpicCare Ambulatory Electronic Health Record.
- [redacted]
- ONC Health IT Certification (for Meaningful Use) information, including pricing and limitations, is available here:
  http://www.epic.com/Docs/MUCertification.pdf
- PRICING INFORMATION IS CONFIDENTIAL AND MUST BE TREATED ACCORDINGLY.
- **Software prices are valid through November 15, 2019, except for third party costs which may change over time.**

Product-Specific Notes

- Rehab - Uniform Data System for Medical Rehabilitation ("UDS"), a division of UB Foundation Activities, Inc., is the owner of all copyrights and other rights and interests in and to the FIM® instrument, a scale for assessing physical and cognitive disability. You agree to obtain any third party licenses that may be required from UDS related to the FIM® instrument or the validation of data collected using that instrument.
- Resolute Hospital Billing requires use of Grand Central & Prelude Registration. Interfacing additional professional charges into Resolute Professional Billing or Resolute Hospital Billing via the Incoming Financial Transactions interface may require an increase in your licensed volumes if such charges are not anticipated when you initially license the application.
- Blood Administration - This application is currently listed as a medical device with the US FDA. You are responsible for installing and using it only in accordance with Epic's instructions in the Documentation Manuals, and you agree to cooperate with Epic during any recall or corrective action. This item is only available while you are participating in the maintenance program. If Epic decides to stop licensing software regulated by the FDA, Epic may disable this item.
- Remote Monitoring, MyChart Shared Patient Record, and MyChart Bedside - These items are limited to use in connection with EpicCare and your other licensed software (i.e., use in connection with a non-EpicCare EMR, if permitted by Epic, would be charged separately).
- Chart Gateway is an Epic service that allows life insurance companies to electronically request and receive patient-authorized medical records to underwrite life, critical illness, disability, income and annuity insurance policies. Use of Chart Gateway requires use of Health Information Management – Release of Information and Care Everywhere, and the same Care Everywhere terms that apply to exchanges with other organizations also apply to the exchange of records using Chart Gateway. Epic may pay You for records You transmit to life insurance companies using Chart Gateway based on Epic's then-current pricing terms for Chart Gateway. Any such payments would be applied as a credit towards your Epic invoices.
- EpicCare Inpatient Clinical System, Resolute Hospital Billing, and Grand Central ADT - These items are 'Inpatient Items' designed for use in hospitals, and additional fees may be due if you use these items for patients who are not admitted to a hospital at such time of use.
- EpicCare Ambulatory EHR, Resolute Professional Billing, and Willow Ambulatory Pharmacy & Inv. Supply Tracking - These items are 'Ambulatory Items' designed for use in outpatient settings, and additional fees may be due if you use these items for patients who are admitted to a hospital at such time of use, unless the item is used only to view or update the admitted patient's ambulatory record (rather than to document care provided during the patient's inpatient stay).
- Cognitive Computing and Cognitive Computing Cloud Services, Care Everywhere (including Carequality Exchange), Cosmos, MyChart Branded Applications, ACC-NCDR® Registry Communication Module, BI-RADS® ATLAS, InterSystems Caché, CPT, and KB SQL - These items are subject to additional terms provided with the license agreement.
- Healthy Planet & Caboodle - There is no charge to use these items for Current Patients. A "Current Patient" is an individual for whom (a) a face-to-face encounter has been documented in the Program Property during the three years before each date of such use with respect to such patient, (b) You have a face-to-face encounter scheduled within thirty (30) days of the date that the applicable data specific to that individual is entered or brought into the Program Property, or (c) You manage through a license to Tapestry Case Management (or Healthy Planet for Health Plans) as part of a health plan that shares your Epic instance. Use of these items for individuals who are not Current Patients is subject to Epic's then-current fees for such use.

  Healthy Planet and Caboodle Data Warehouse are limited for use by employees and medical staff of (a) your and your Affiliates' operations using Epic Software as their primary EHR; and (b) other organizations or operations (including payers and your and your Affiliates' operations which are not using Epic Software as their primary EHR) if approved by Epic in writing.
- Haiku, Canto, and Limerick - If you would like to use speech-to-text products that may be integrated with these applications, you will need to obtain a separate license from the vendor. Speech recognition is a statistical process and errors are inherent.
- Patient Abstractor - This item may be used only to perform data conversions in connection with individuals or entities that are transitioning from using one or more legacy systems to using your inpatient or ambulatory EpicCare EHR.
- Cosmos - There will be software and services included with Cosmos, such as the Cosmos data submission infrastructure and access to the Cosmos web portal. Other software, such as Best Care for My Patients and Look Alikes may be licensed separately. Apart from the co-op fee, licensing costs for Cosmos will be waived until at least December 31, 2027. While Epic currently has no plans to do so, if Epic establishes a subscription rate for this Item in the future, then you will pay Epic a subscription fee with respect to your use of Cosmos at the then-current rate, or you may choose to discontinue your use of Cosmos at such time.

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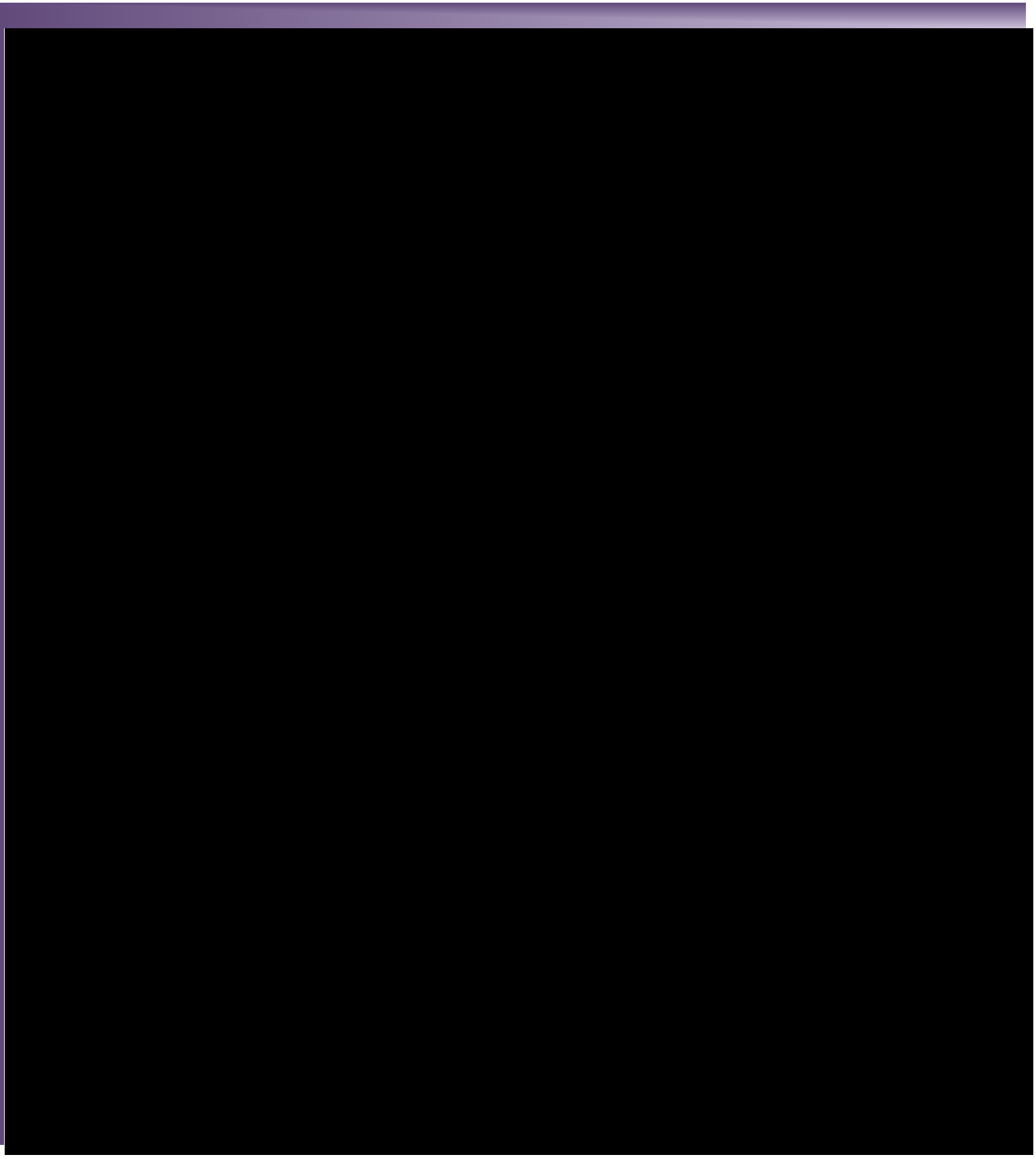
Licensed Volume Definitions



Licensed Volume Definitions

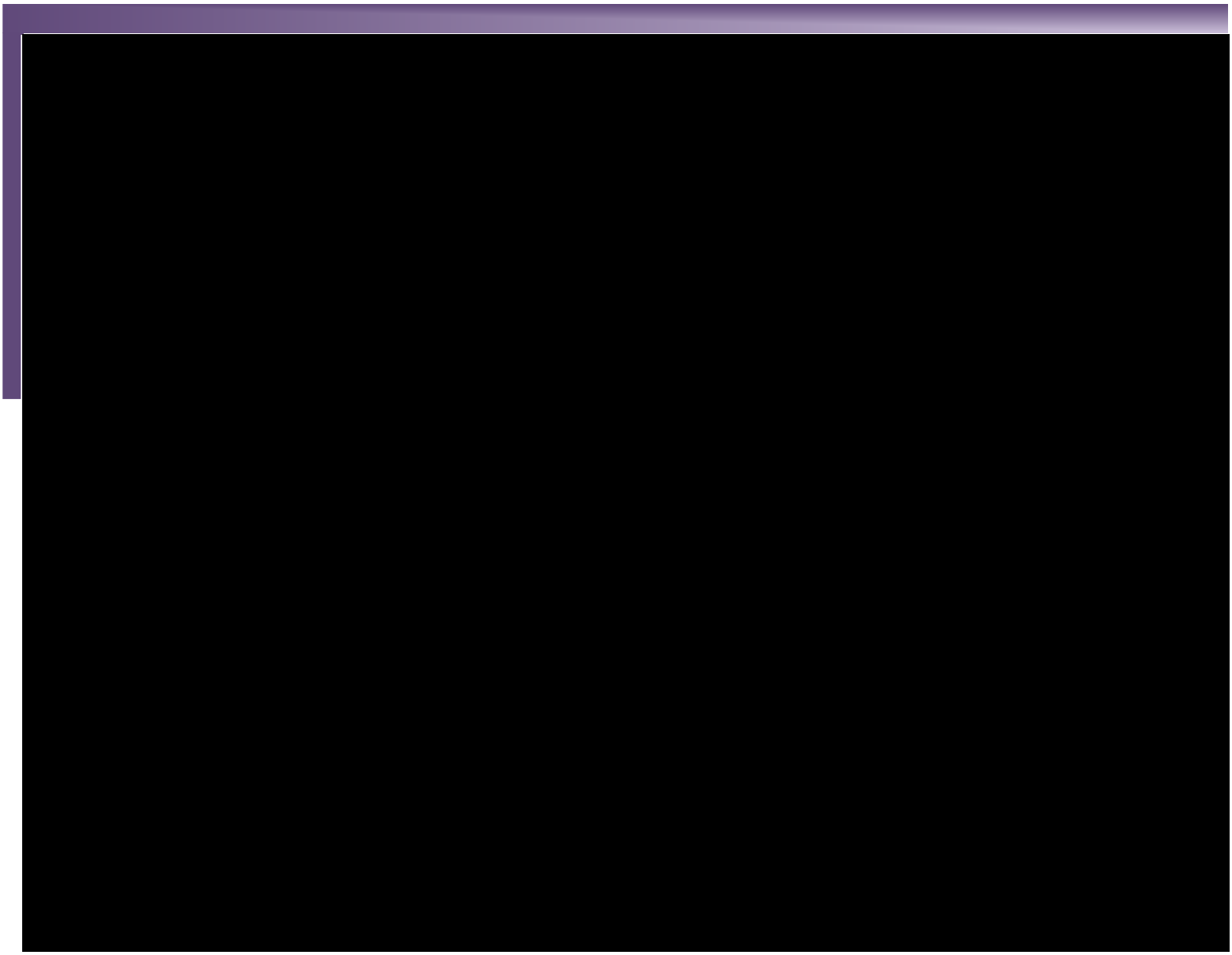


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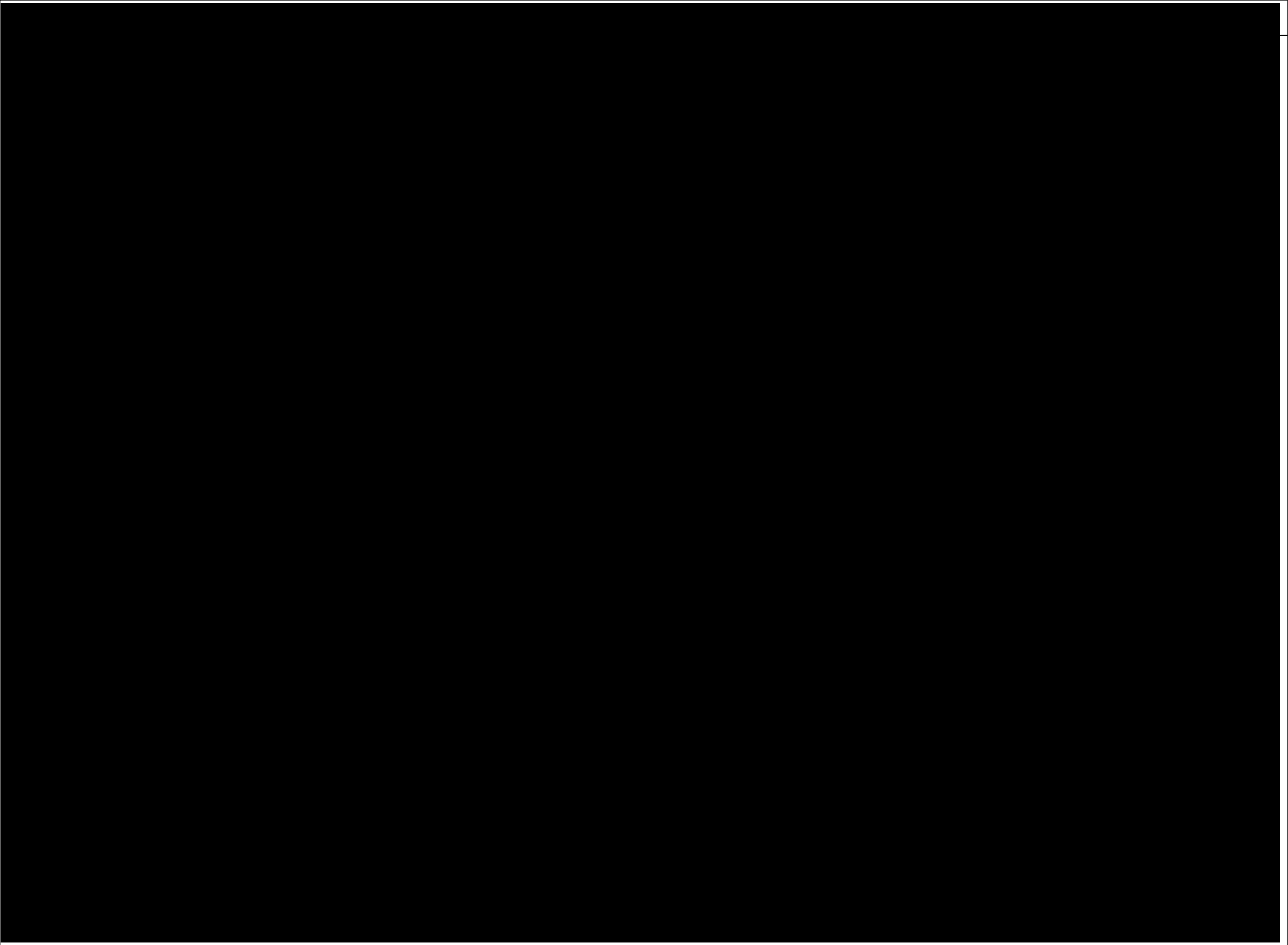
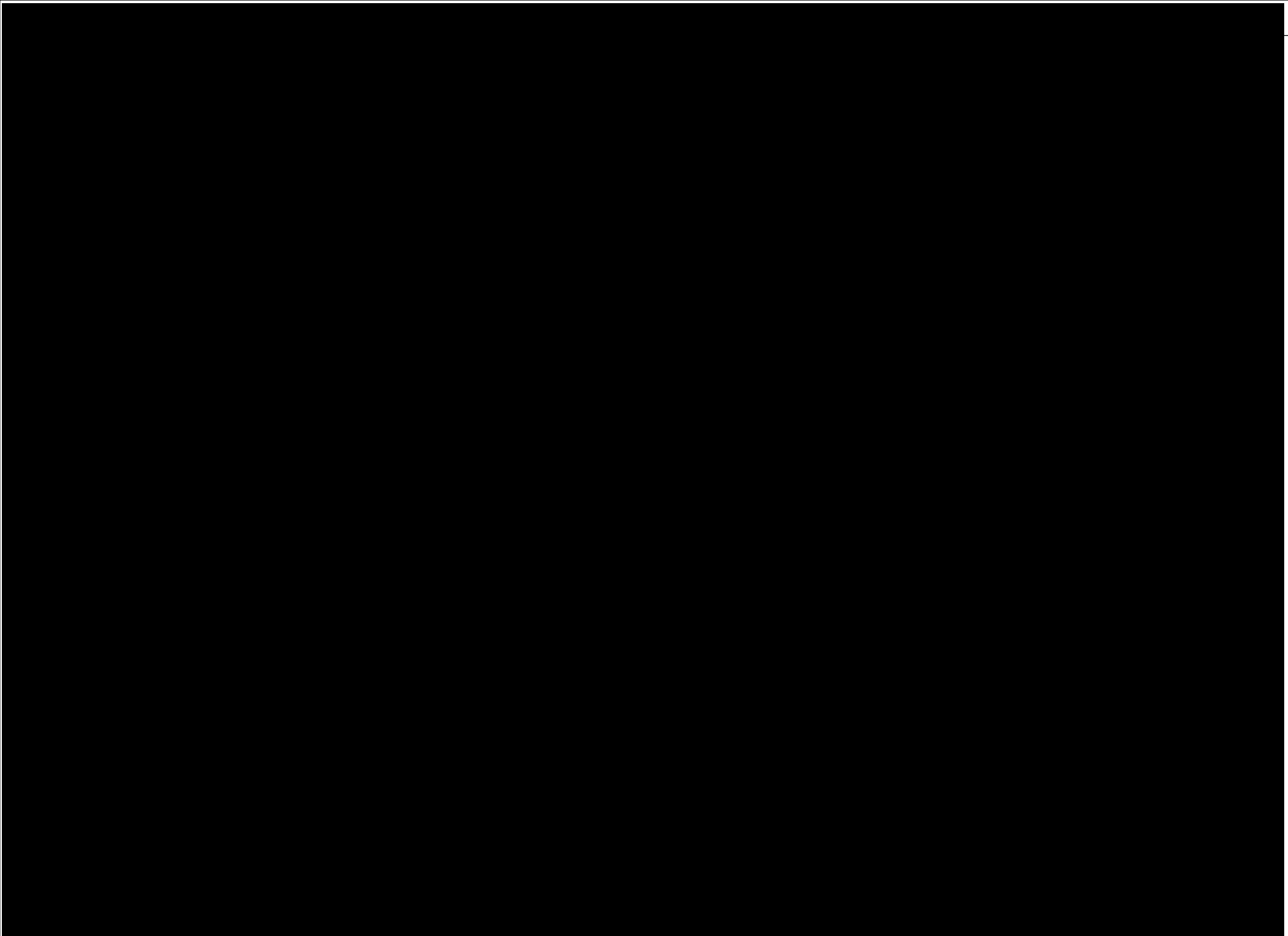
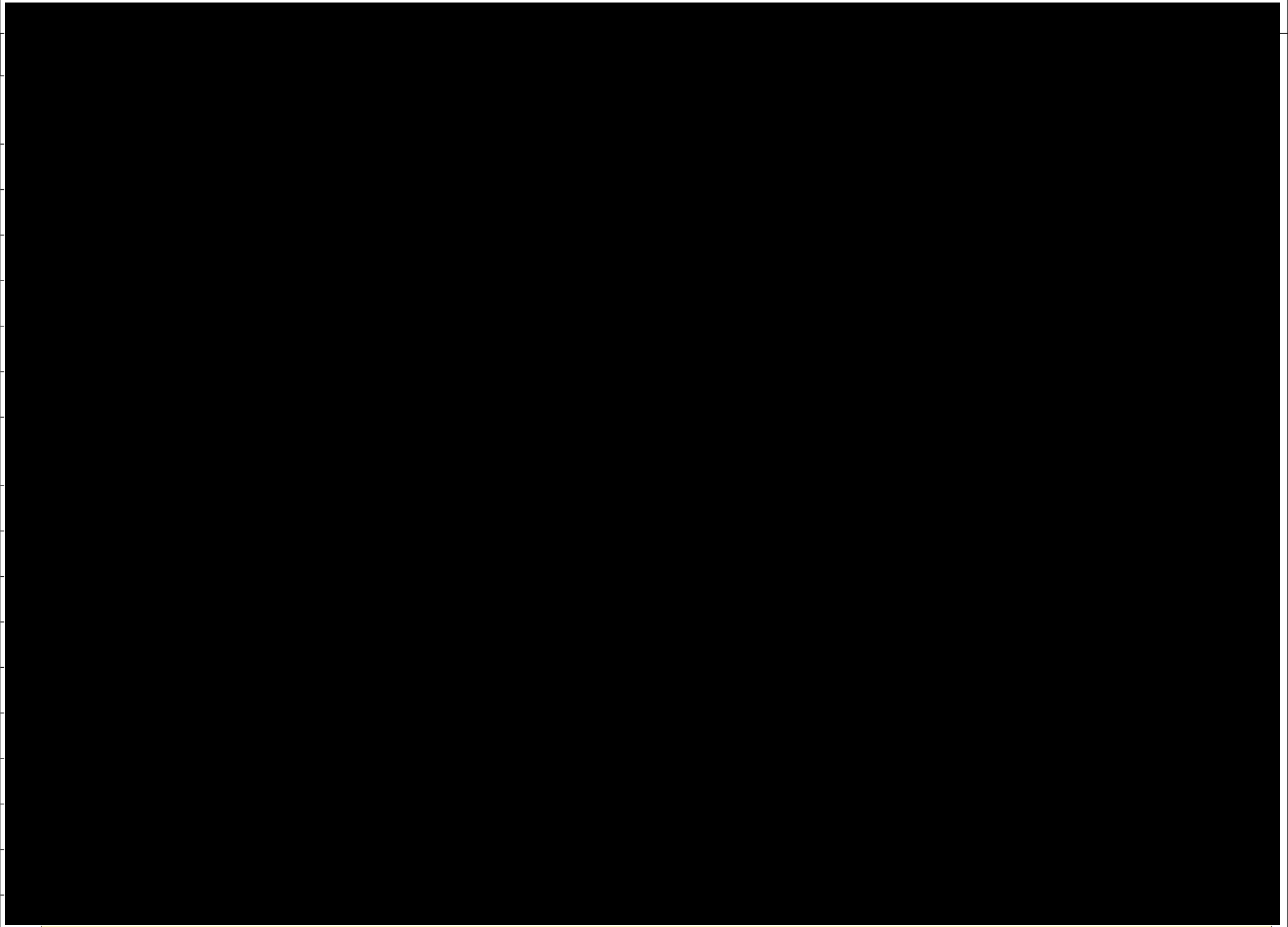
Exhibit 2

Sample Implementation Schedule







Arrowhead Regional Medical Center

Estimated Charges for Post-Live Activities*

May 22, 2019

[redacted]

[redacted] **Epic Fees for Post-Live Activities (Hourly Charges)** **$219,500**

[redacted]

EXHIBIT 4

EPIC HOURLY RATES

Services	Hourly Billing Rate (at Epic)	Hourly Billing Rate (on Site)
[redacted]		

EPIC TRAINING CHARGES

Type of Training	Charge Per Employee Per Day
[redacted]	

Exhibit 5

Business Associate Exhibit

BACKGROUND

A. You ("Covered Entity") and Epic ("Business Associate") have entered into a License and Support Agreement (inclusive of this Exhibit, the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.

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. In addition, Business Associate owns and operates a web-based personal health records service, currently known as Lucy, (the "PHR Service") that can be made available to patients of Covered Entity by way of a link provided on Covered Entity's patient portal website. The PHR Service allows patients to initiate transfers of data from Covered Entity to the PHR Service.

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.

1. 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.

2. 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.

3. With regard only to Breaches of Unsecured Protected Health Information that occur in connection with the PHR Service, Business Associate will (instead of Covered Entity and at Business Associate's sole cost) provide such notifications to Individuals and to the media as are required by §§ 164.404 and 164.406 of the Regulations.

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.

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 software implementation, maintenance and support 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.

1. By Covered Entity. Upon Covered Entity's knowledge of a material breach by Business Associate of this Exhibit, Covered Entity may:

A. 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 provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or

B. If Business Associate has breached a material term of this Exhibit and cure is not possible, immediately terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information.

2. By Business Associate. Upon Business Associate's knowledge of a material breach by Covered Entity of this Exhibit, Business Associate may:

A. Provide a reasonable opportunity for Covered Entity to cure the material breach or end the material violation and if Covered Entity does not cure the material breach or end the material violation within a reasonable time, Business Associate may terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or

B. If Covered Entity has breached a material term of this Exhibit and cure is not possible, immediately terminate this Exhibit and the provisions of the

Agreement that require or permit Business Associate to access Protected Health Information.

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.

3. If the provisions of the Agreement that require or permit Business Associate to access Protected Health Information are terminated pursuant to any provision in Section 4(a) above, then the maintenance program under the Agreement will also terminate. Upon such termination, Business Associate will refund any maintenance fees previously paid by Covered Entity to Business Associate with respect to the unused portion of the maintenance program for the future. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information will not affect the parties' other obligations or rights under the Agreement.

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 5, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this Exhibit 5.

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 5 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 5.

b. Insurance. Business Associate will maintain Network and Information Security coverage in accordance with Section 18 of the Agreement.

c. 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.

d. 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.

e. Survival. The respective rights and obligations of Business Associate under Section 4 of this Exhibit survive the termination of this Exhibit.

f. Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the Regulations.

g. 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.

h. 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.

i. 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.

Exhibit 6

Epic Support Policies

Support Available 24 x 7
Epic provides telephone consultation and assistance support to You through its technical services staff at any time, 24 hours per day and 7 days per week.

Where to Call
For all calls, whether during the Daytime Support Hours or the Nighttime Support Hours, call Epic's general telephone number at (608) 271-9000. The "Daytime Support Hours" are 7 a.m. to 8:00 p.m., Monday through Friday, Central Time, excluding holidays (currently New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve). "Nighttime Support Hours" are all other times.

Consultation and Assistance

- **General Daytime Support.**
- **General Nighttime Support.**
- **Support Relating to Correction of Errors.**

Releases

- You, in connection with Your hosting provider (as applicable), are responsible for installing all Updates.

Other Services
Services not listed as included for no additional charge above are chargeable at Epic's then-standard rates for such services.

These services are available only to customers on standard maintenance.
Epic reserves the right to change these policies and prices from time to time.

Exhibit 7

Epic Error Correction Services

A description of Epic's error correction services is below. Epic will generally rely on You to designate a Program Error's level of priority, subject to reasonable rebuttal by Epic after initial investigation.

Level of Priority:

"Severity Level 1":

"Severity Level 2":

"Severity Level 3"

"Severity Level 4"

Response:*

Severity Level 1: Epic will acknowledge the Program Error report within one (1) hour, initiate action immediately thereafter, and diligently work to provide a Reasonable Workaround or correction of any Program Error discovered, and You making comparable efforts and committing to

Severity Level 2: Epic will acknowledge the Program Error report within initiate action as agreed to between You and Epic and diligently work to provide a Reasonable Workaround or correction of any Program Error discovered.

Severity Level 3: Epic will acknowledge the Program Error report within initiate action as agreed to between You and Epic's technical service representative and diligently work to provide a Reasonable Workaround or correction of any Program Error discovered

Severity Level 4: Epic will acknowledge the Program Error report within initiate action, and work to provide a Reasonable Workaround or correction of any Program Error discovered if appropriate in light of the nature of the problem

[redacted] it is understood that Epic will respond at least within the above response times except in isolated and unusual circumstances.

Without limiting Epic's obligations to acknowledge Program Errors, initiate action and work diligently as described above, due to the complex nature of the Program Property and its interaction with Your hardware, other software, and other components of Your network, it can be challenging to promptly diagnose the source of a problem, and it may take longer than the time periods set forth below to provide a Reasonable Workaround or correction. Nevertheless, Epic will use reasonable efforts to provide a Reasonable Workaround or correction within [redacted] for any Level 1 problems and within [redacted] for any Level 2 problem. For Level 3 problems, [redacted] Epic will use reasonable efforts to provide a Reasonable Workaround or correction within [redacted] for Level 3 problems. For Level 4 problems, [redacted] In addition to utilizing the escalation procedures, during the Warranty Period, You may notify Epic in the manner specified in Section 16 (Notice) of the Agreement that an Item contains a Substantive Program Error, or that You are terminating Your license to the Item pursuant to Section 6(f) (Remedy Prioritization) if a Substantive Program Error is not cured pursuant to the terms of the warranty.

Escalation:

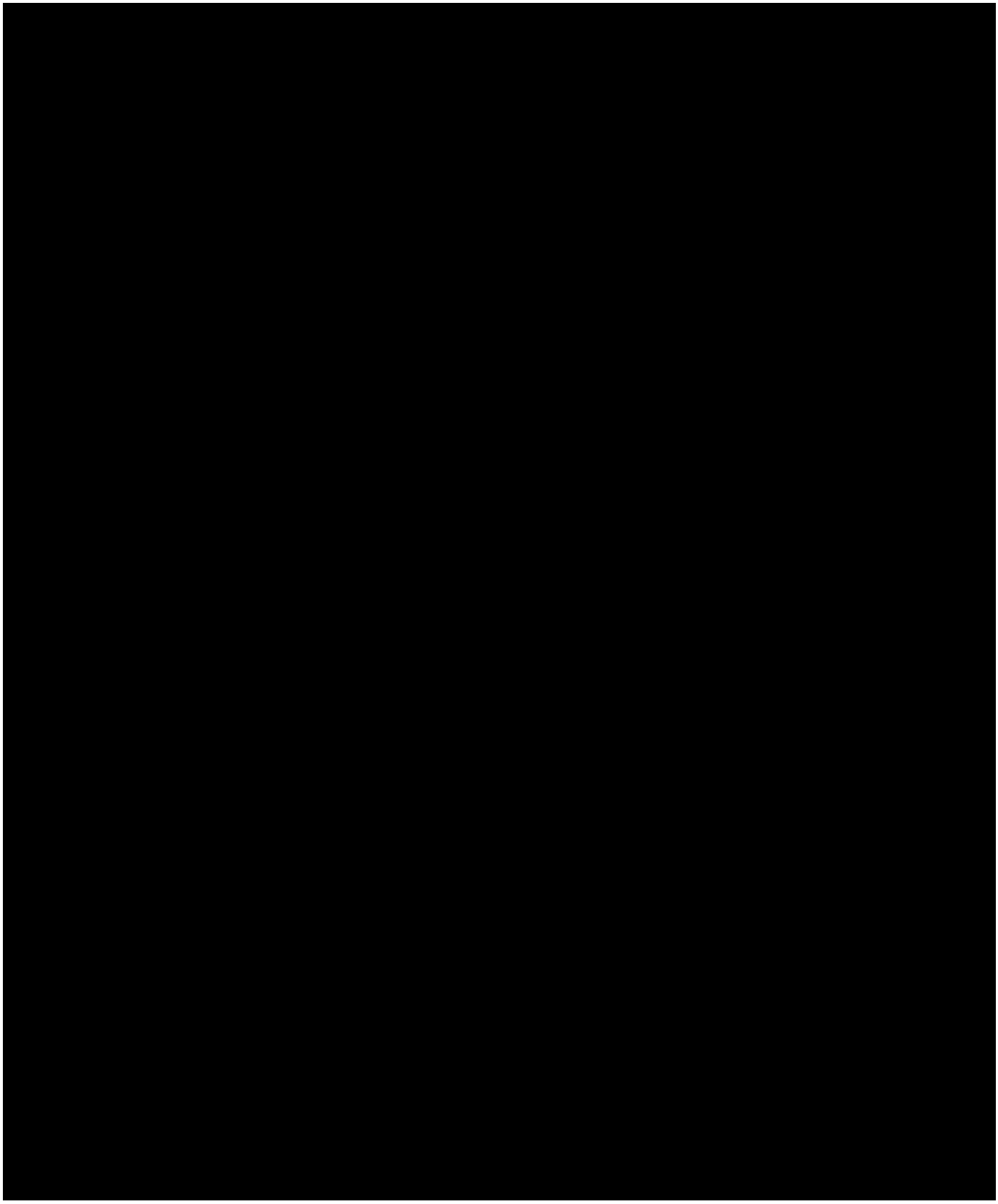
If Epic does not respond as set forth above, You may escalate the issue as provided in this paragraph. The goal of escalation is to (i) resolve the specific issue as quickly as possible; and (ii) ensure that future delays in service response times are prevented. [redacted]

EPIC: **YOU:**

[redacted]

Exhibit 8

Epic Travel Policies



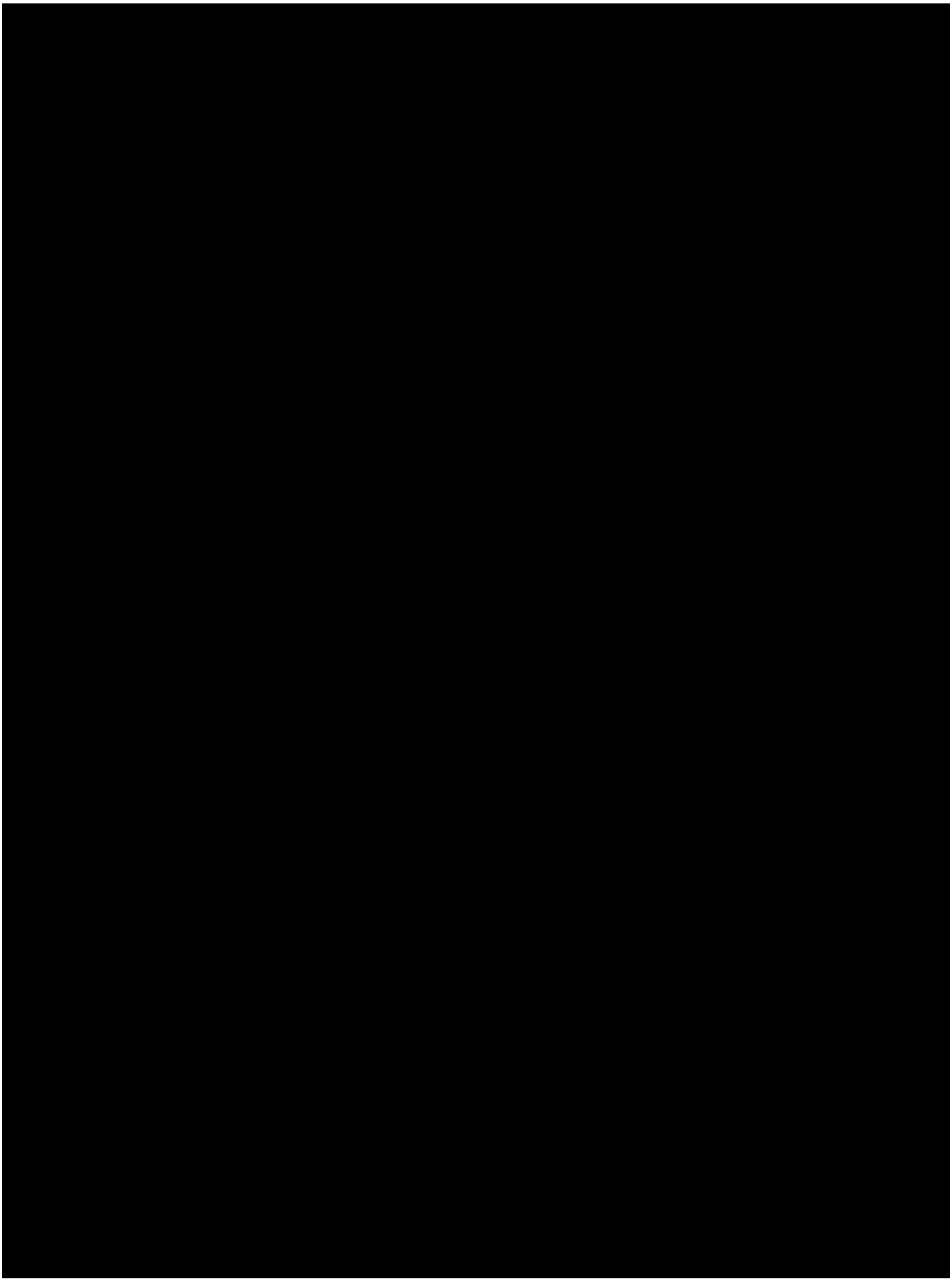


Exhibit 9

LITIGATION

No.	Case Name	Jurisdiction	Case / Action No.
1.	*Monorail v. Epic Systems Corporation, et al.*	Circuit Court of Tennessee for the Thirtieth Judicial District at Memphis	Civil Action No. CT-002704-17
2.	*Epic Systems Corporation v. Tata Consultancy Services Limited et al.*	United States Court of Appeals for the Seventh Circuit	Civil Action 19-1613.

Arrowhead Regional Medical Center

Preliminary Hardware Configuration Guide

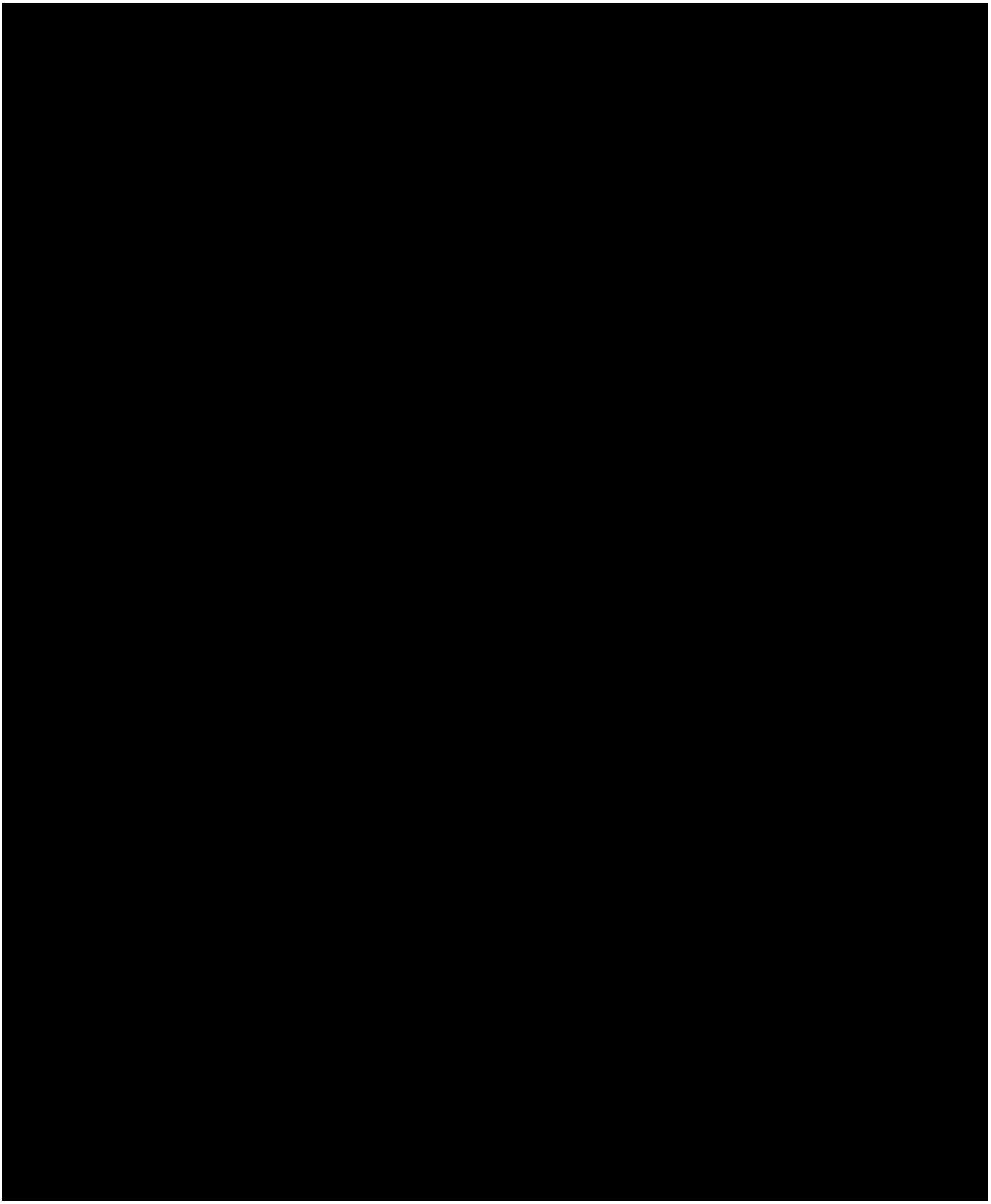
Prepared: May 15, 2019

Valid Until: July 15, 2019

Epic

1979 Milky Way • Verona, WI 53593 • Voice: (608) 271-9000 • Fax: (608) 271-7237

www.epic.com



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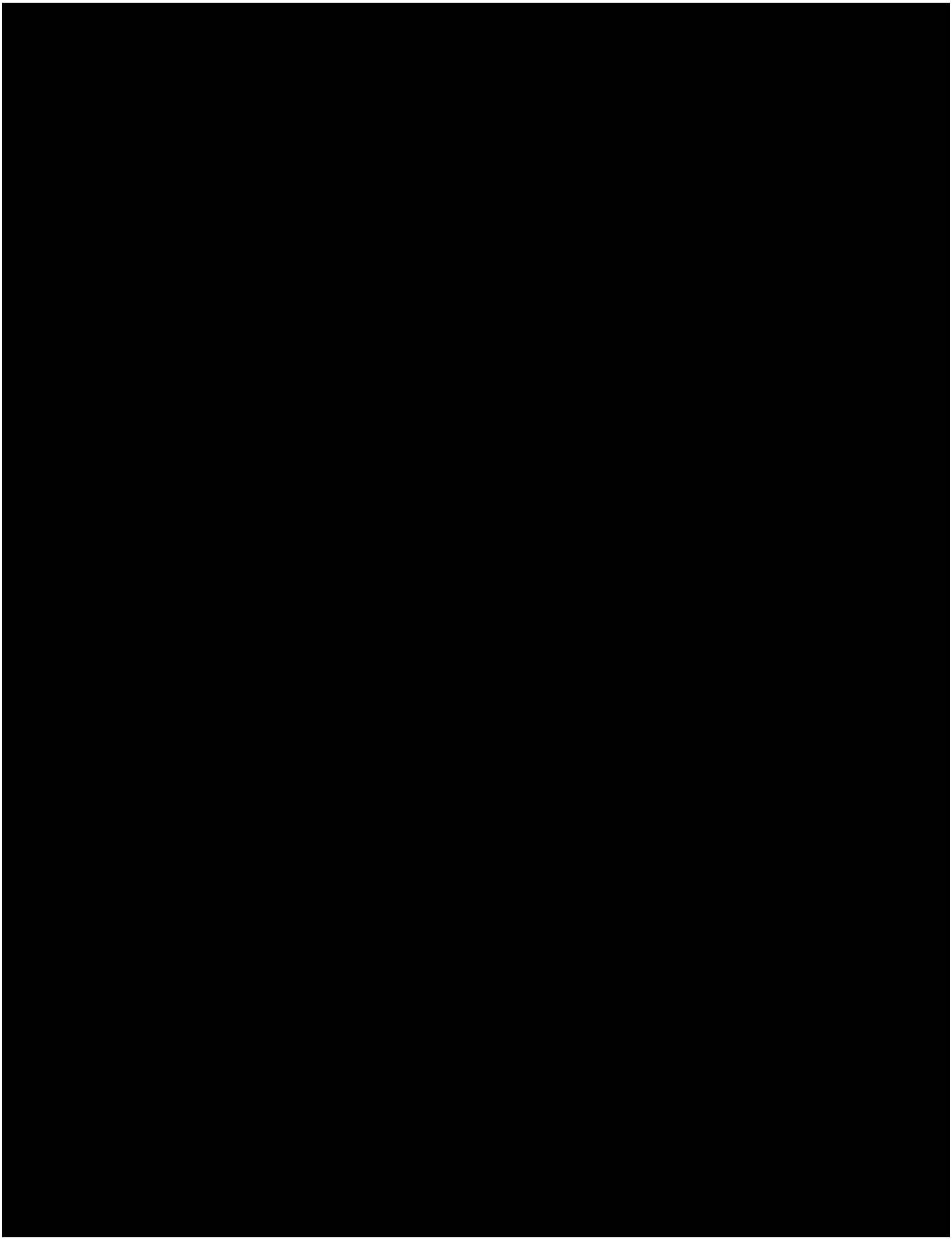

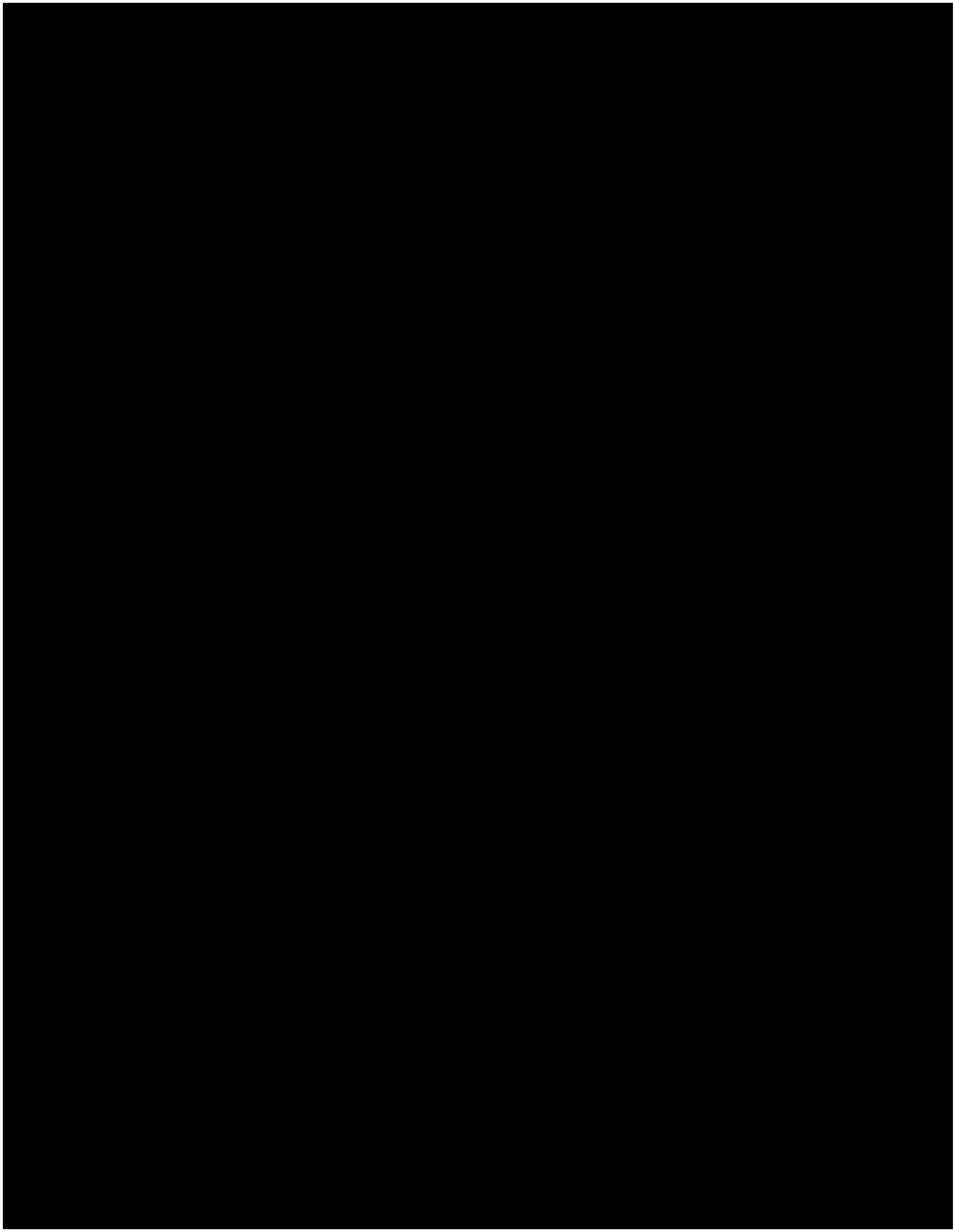

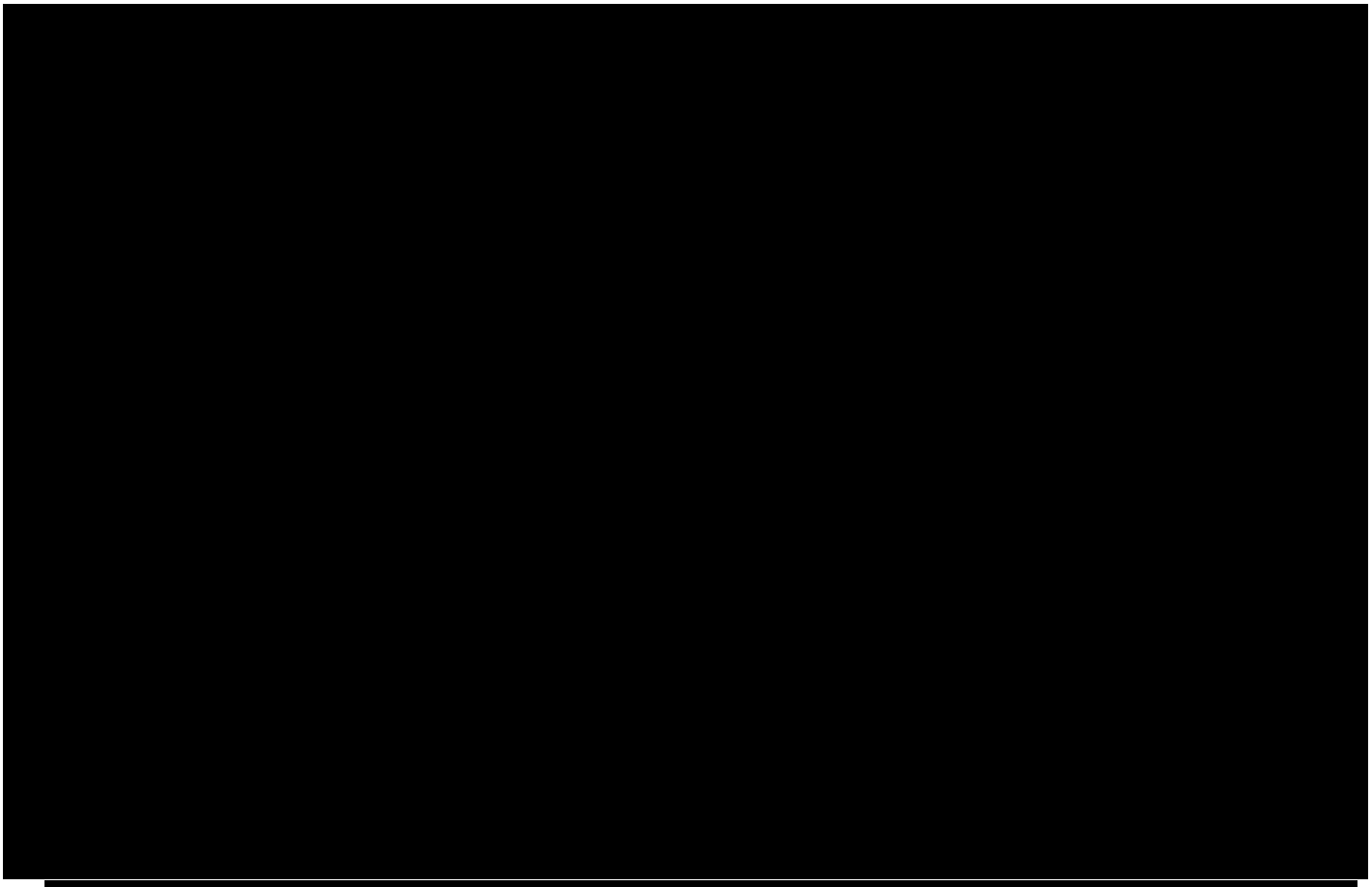

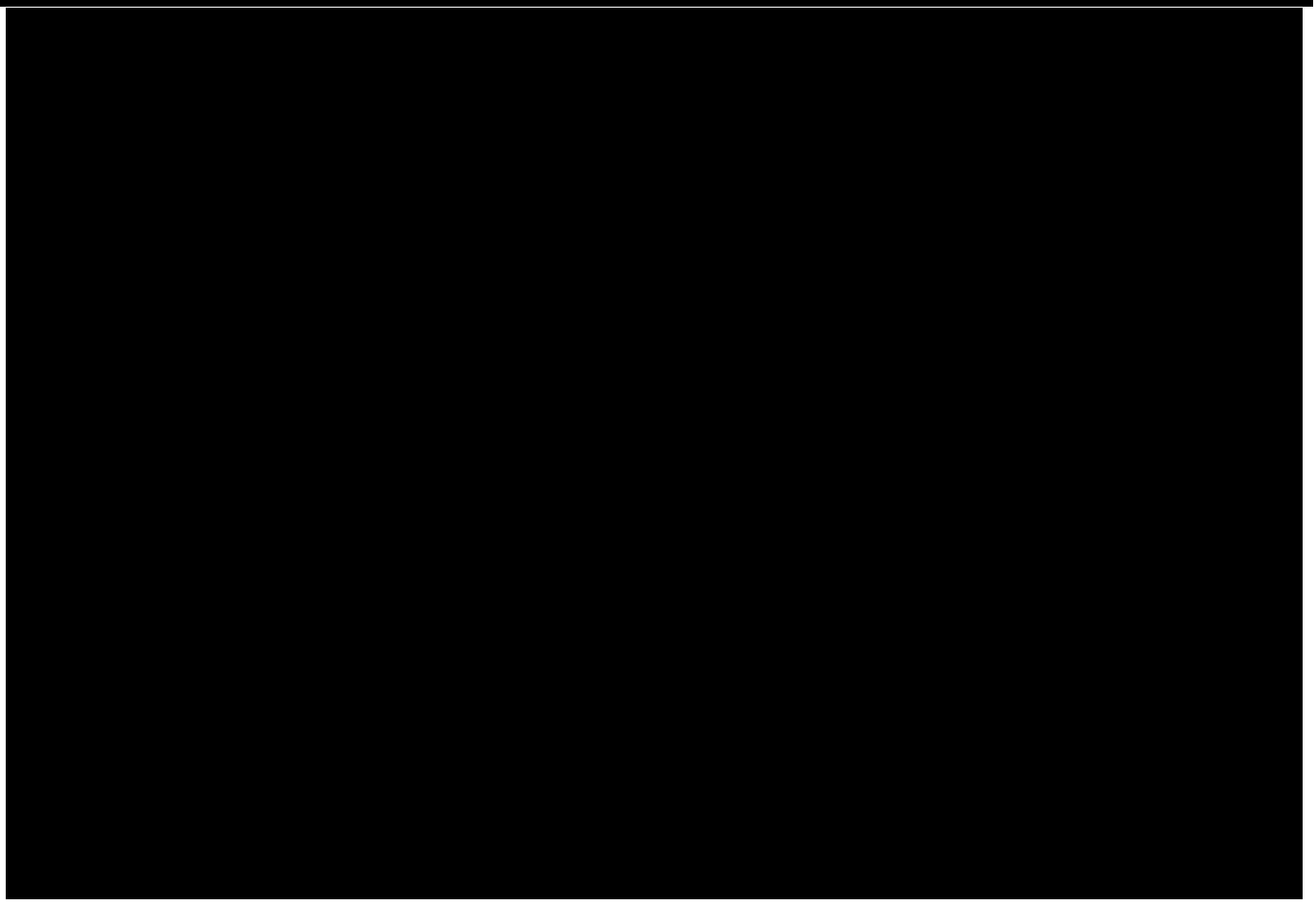

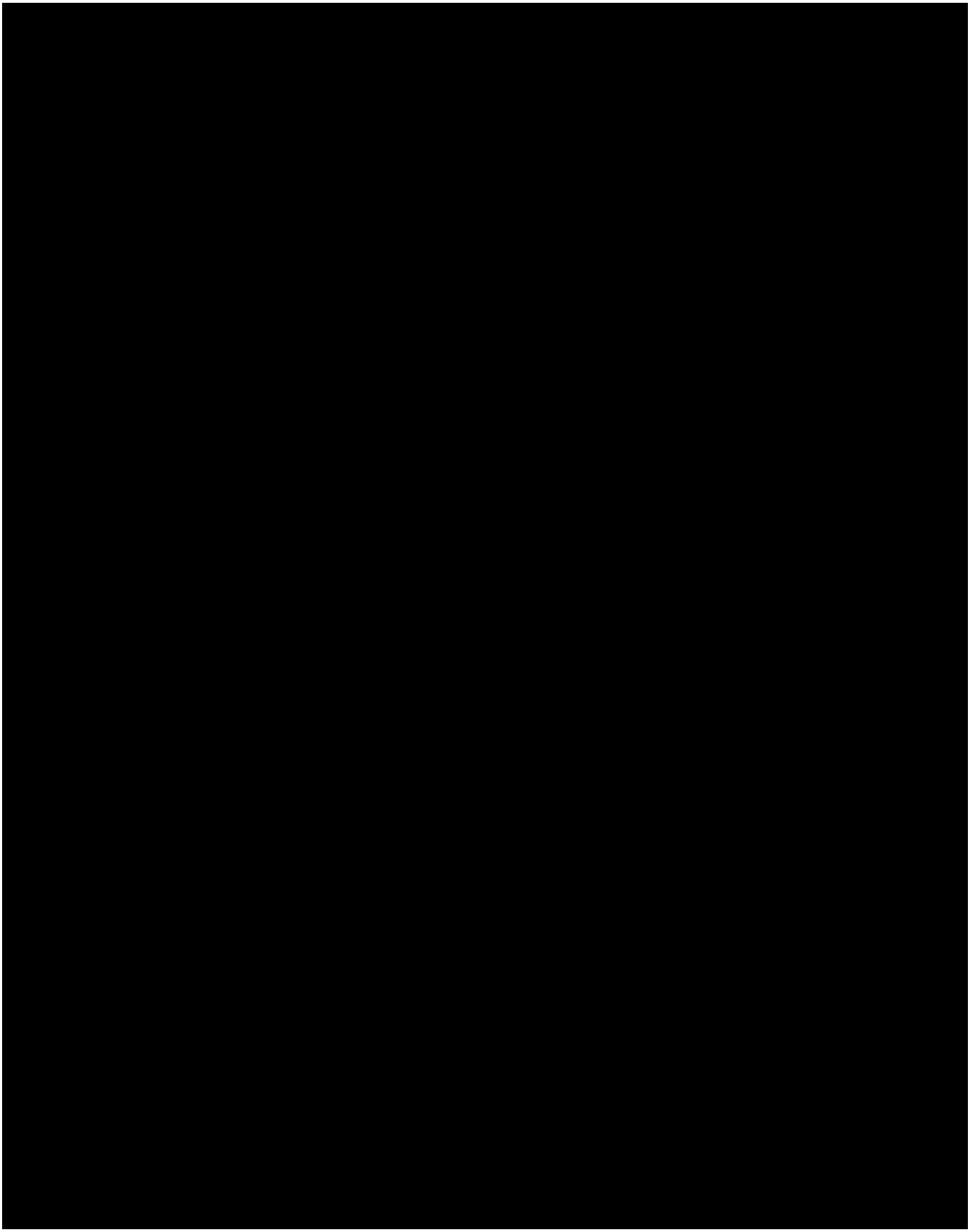

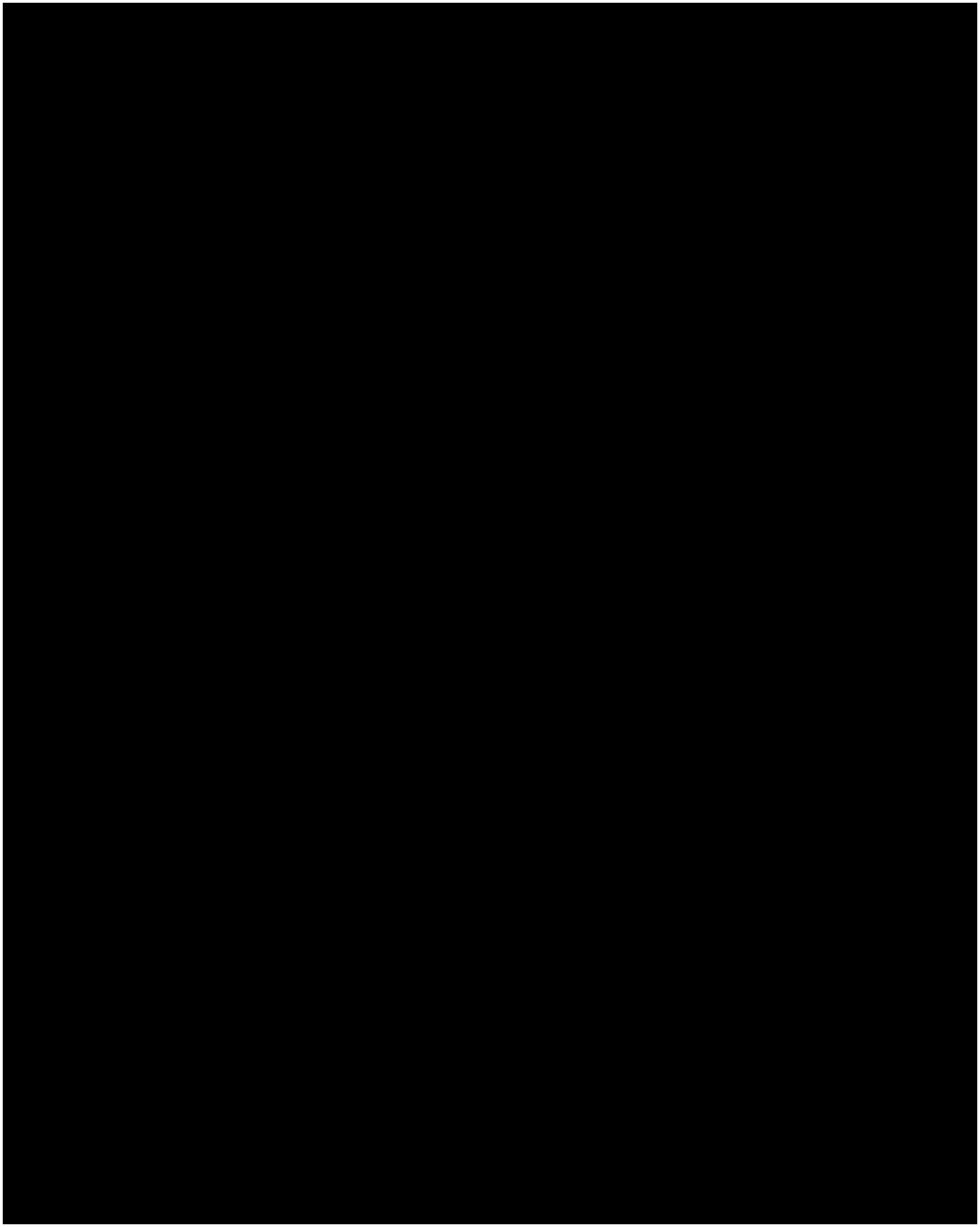

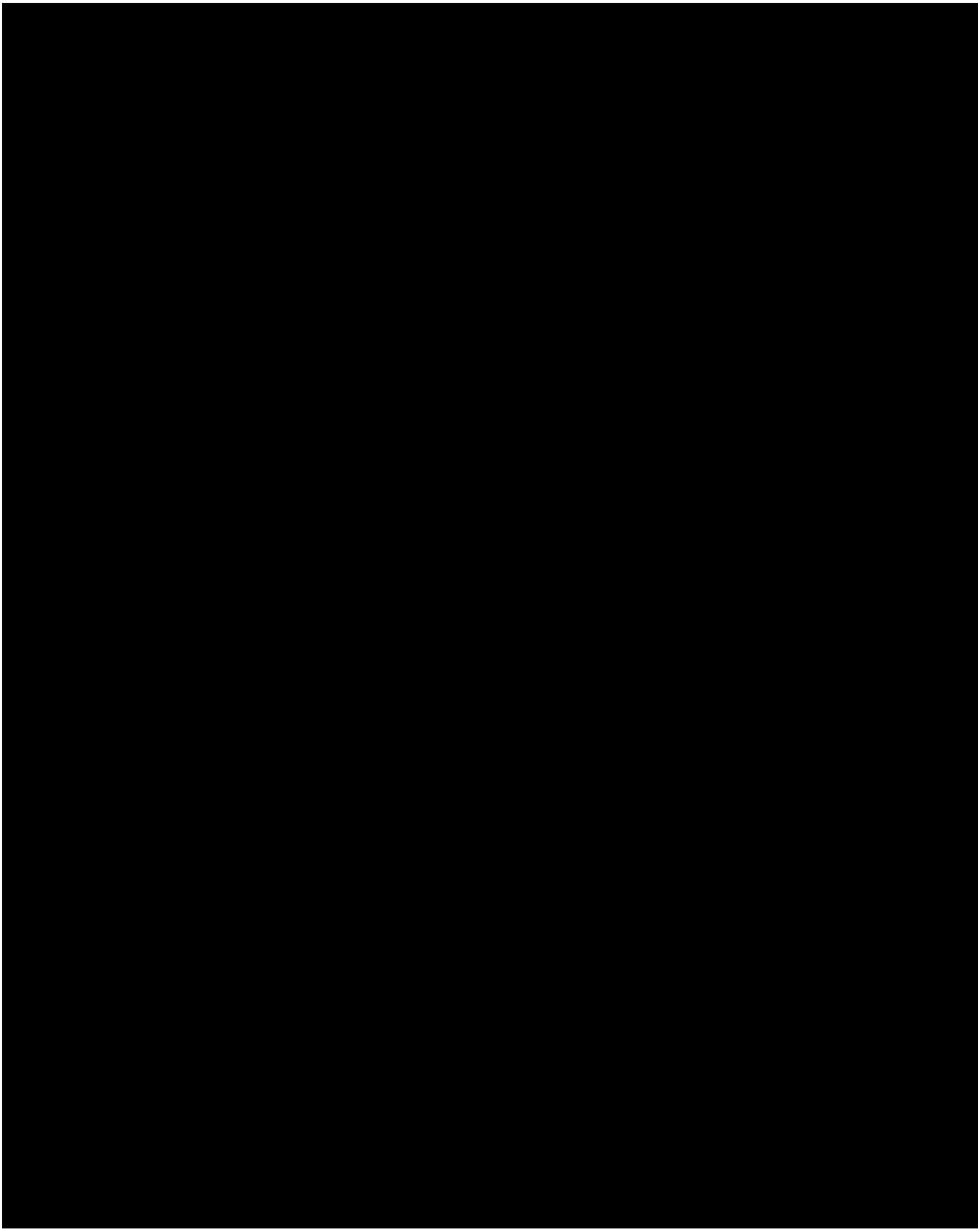

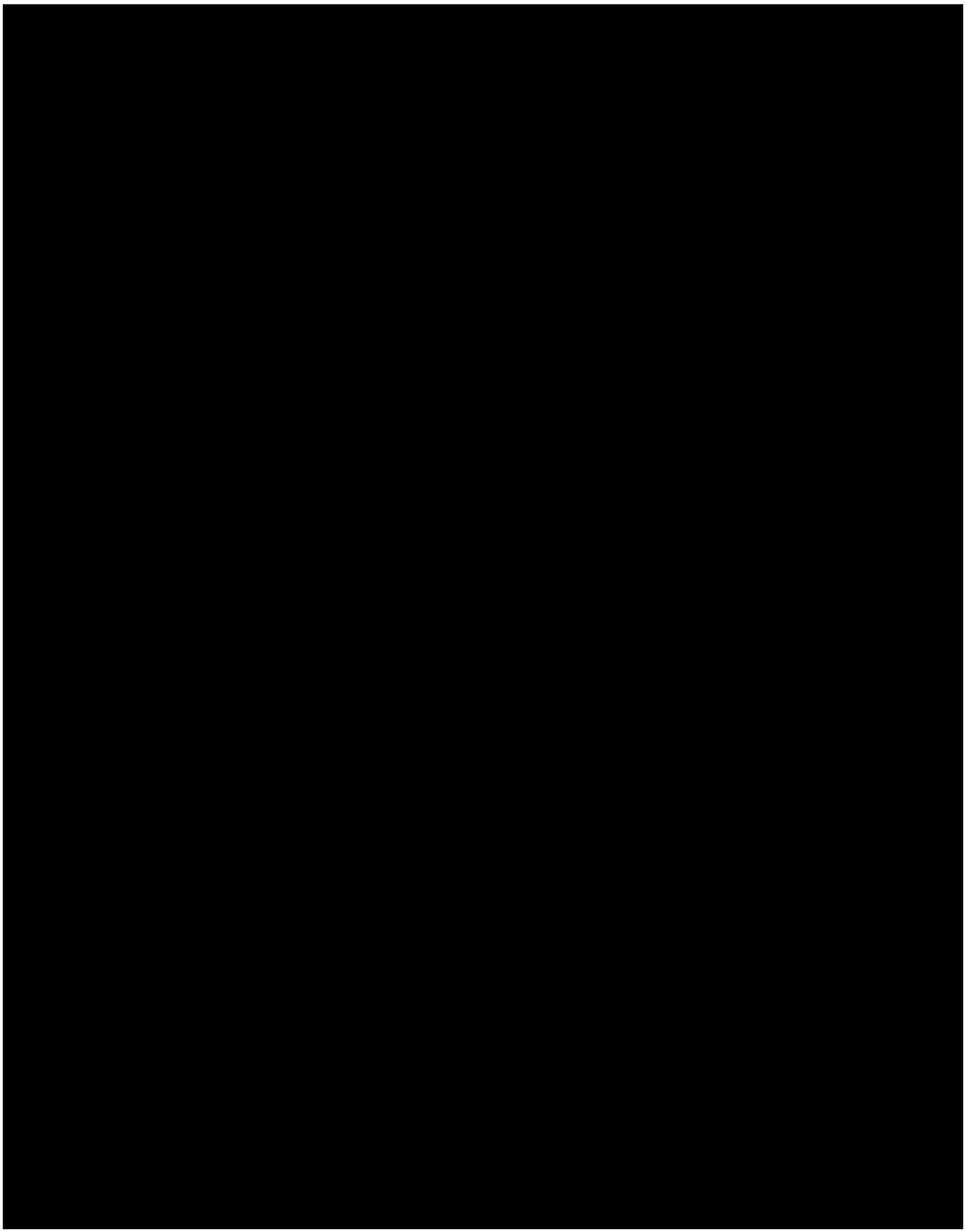

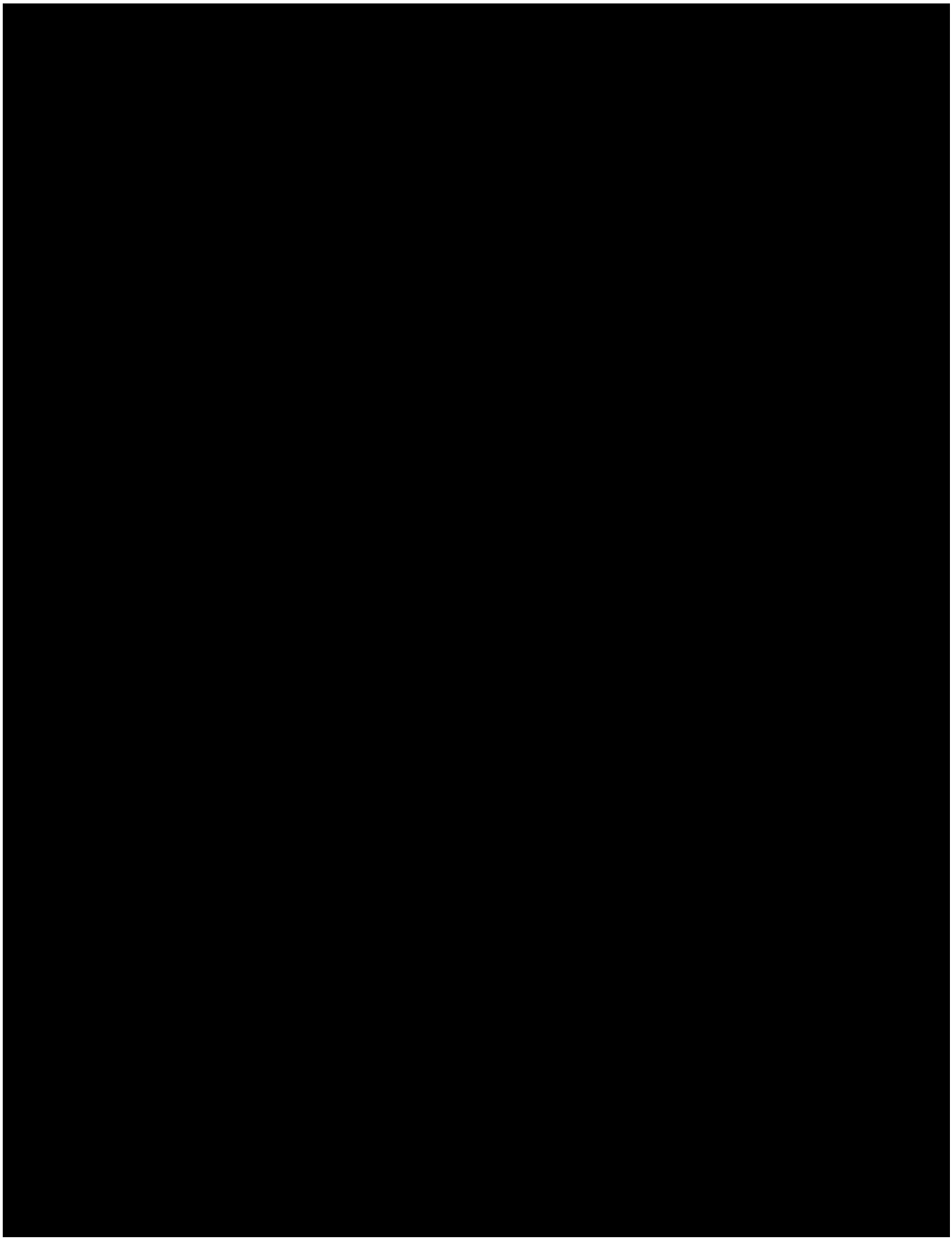

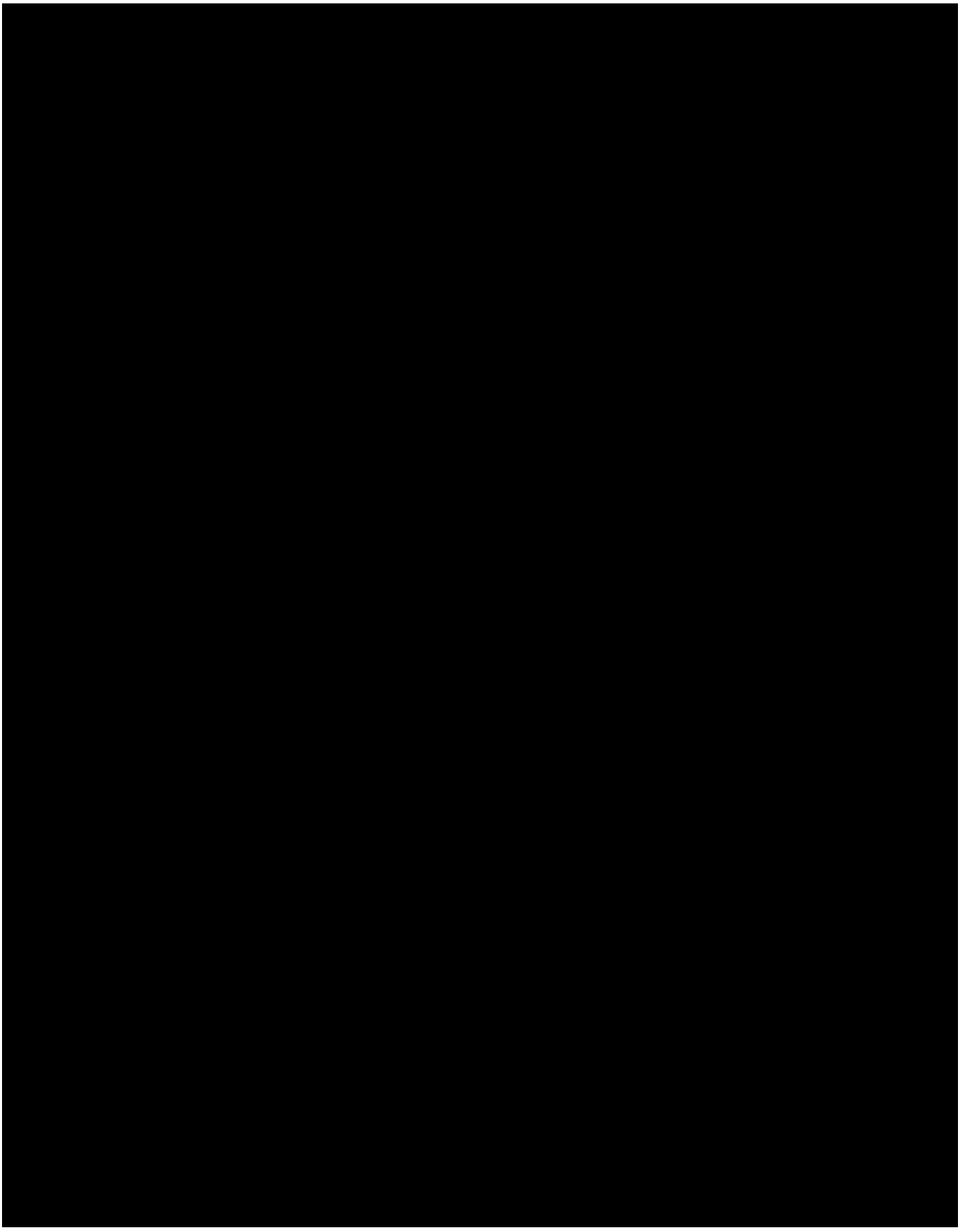

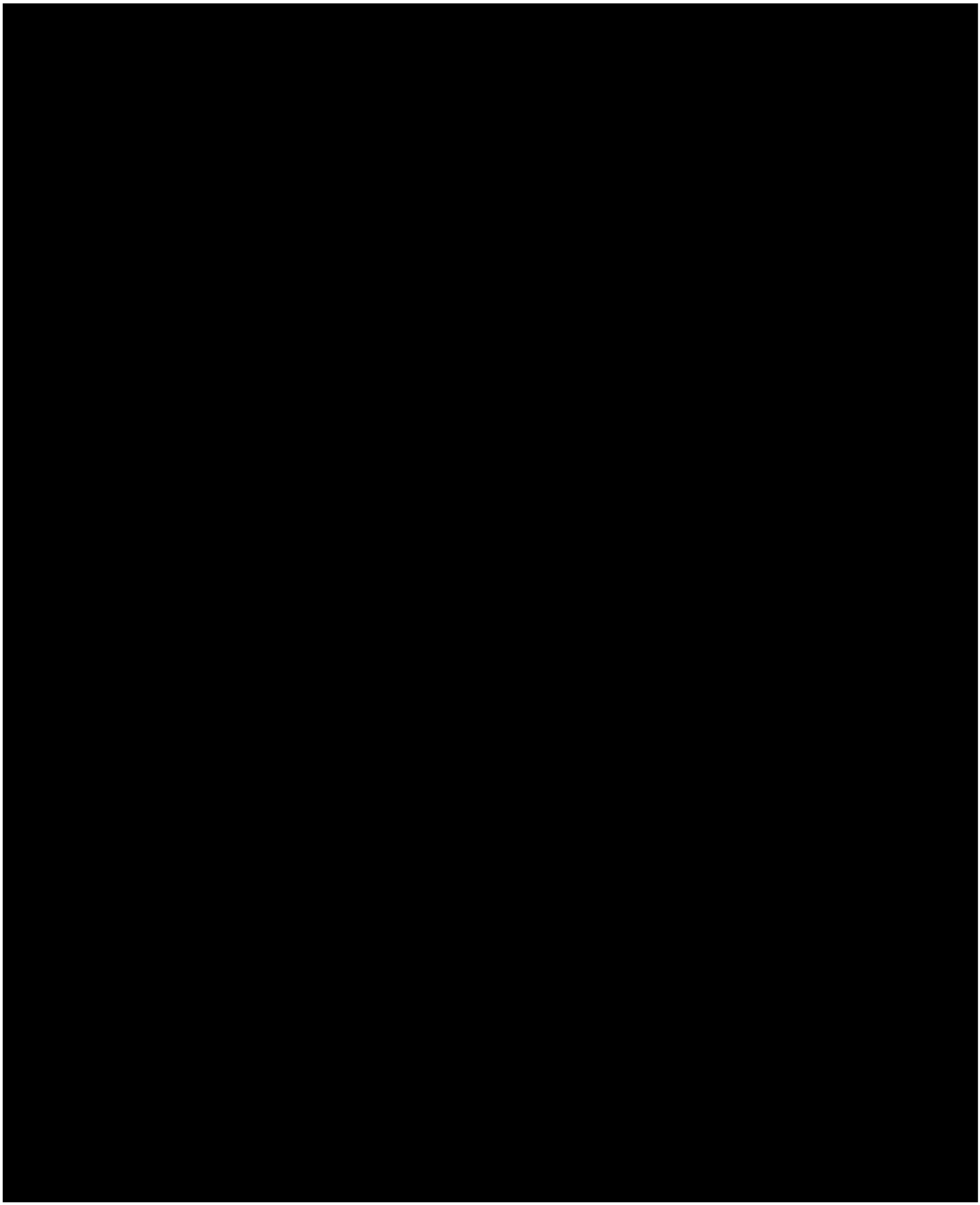

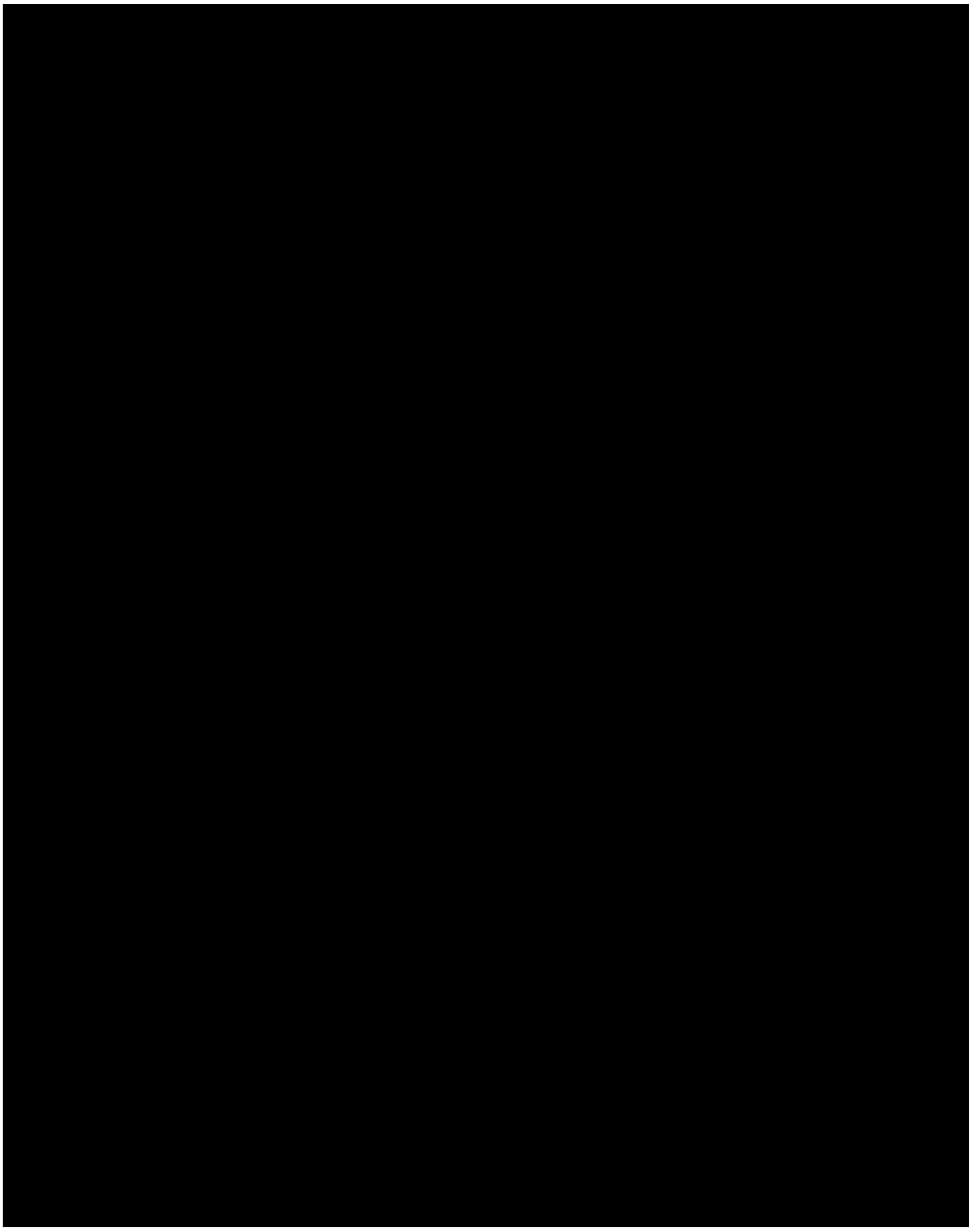

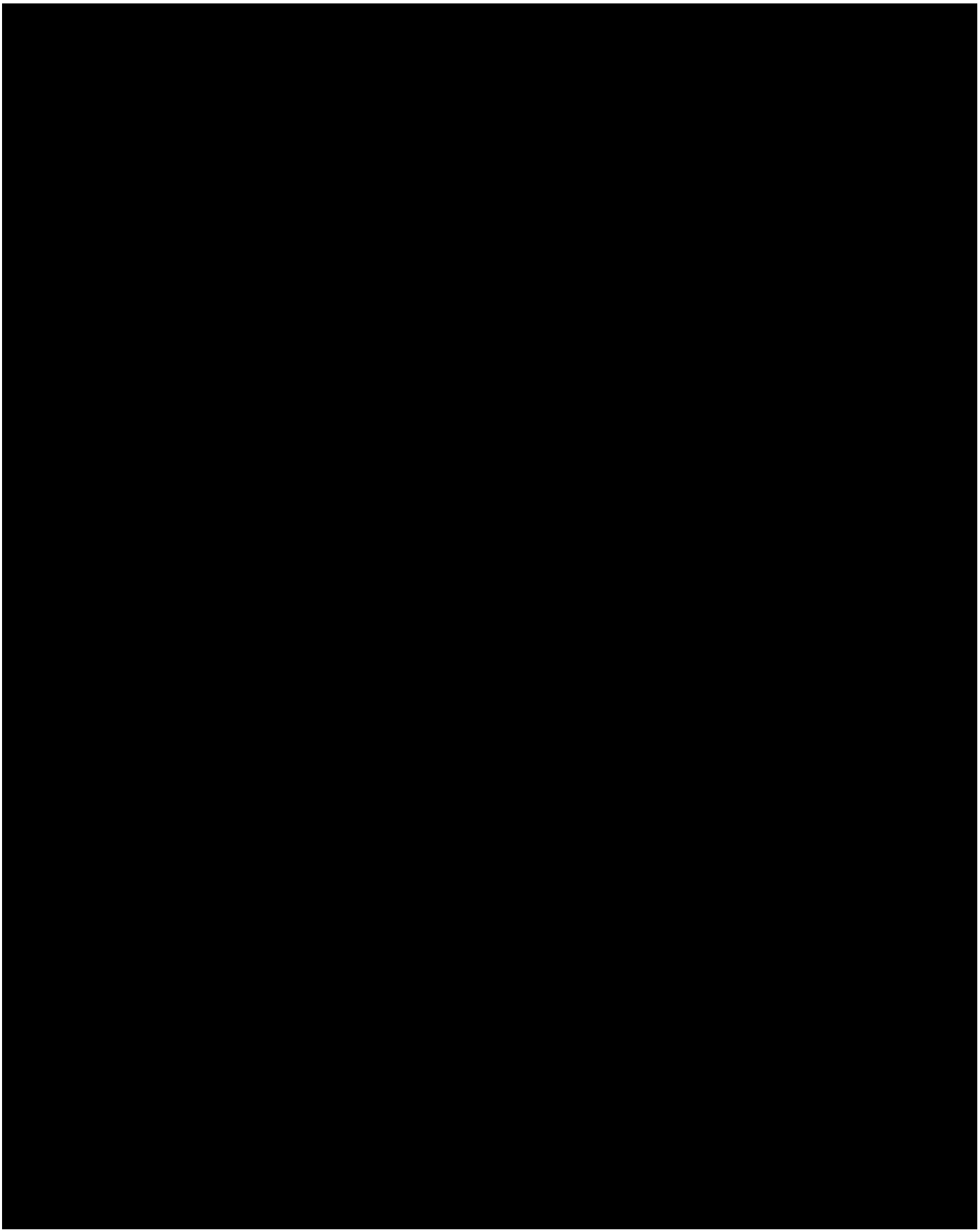

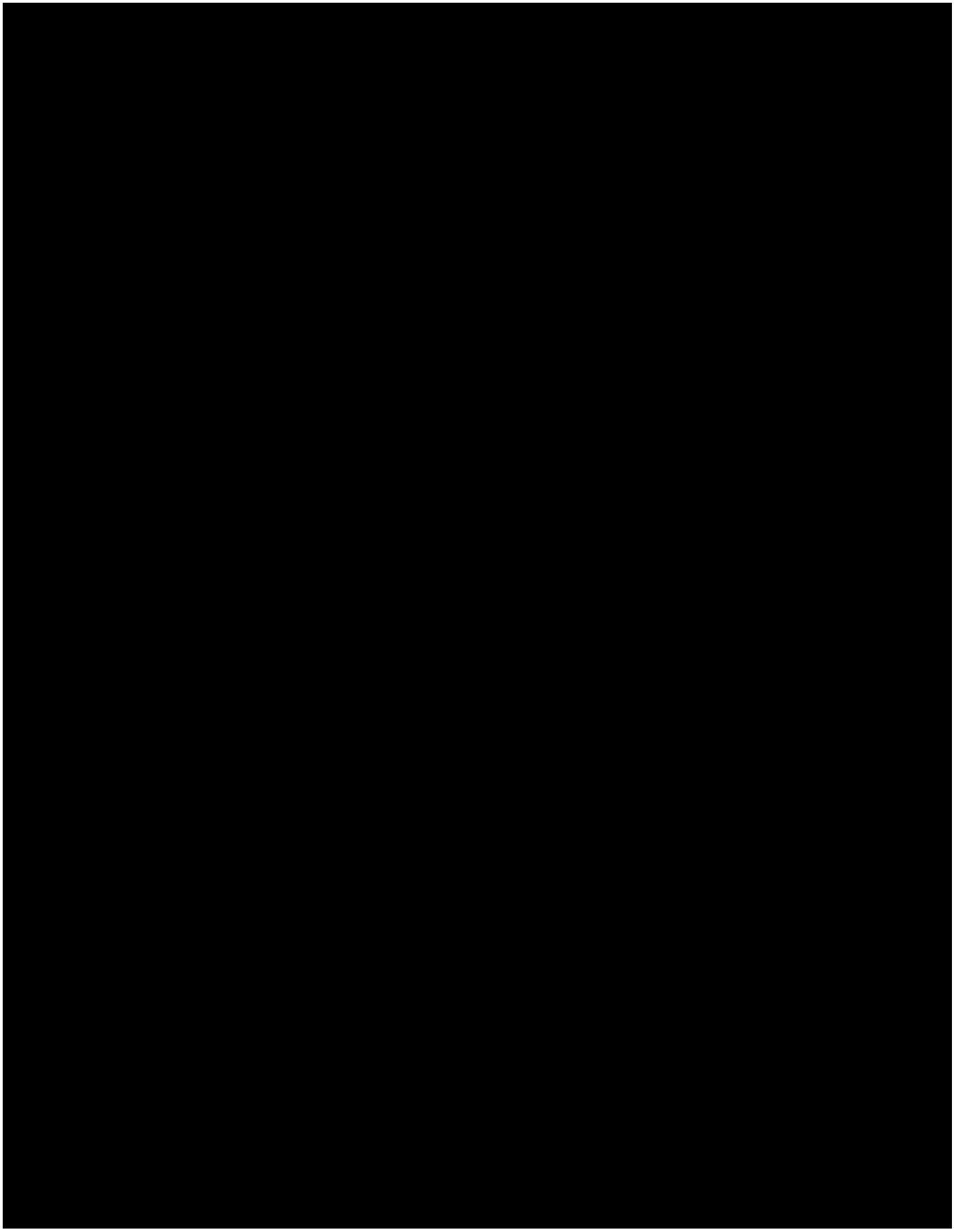

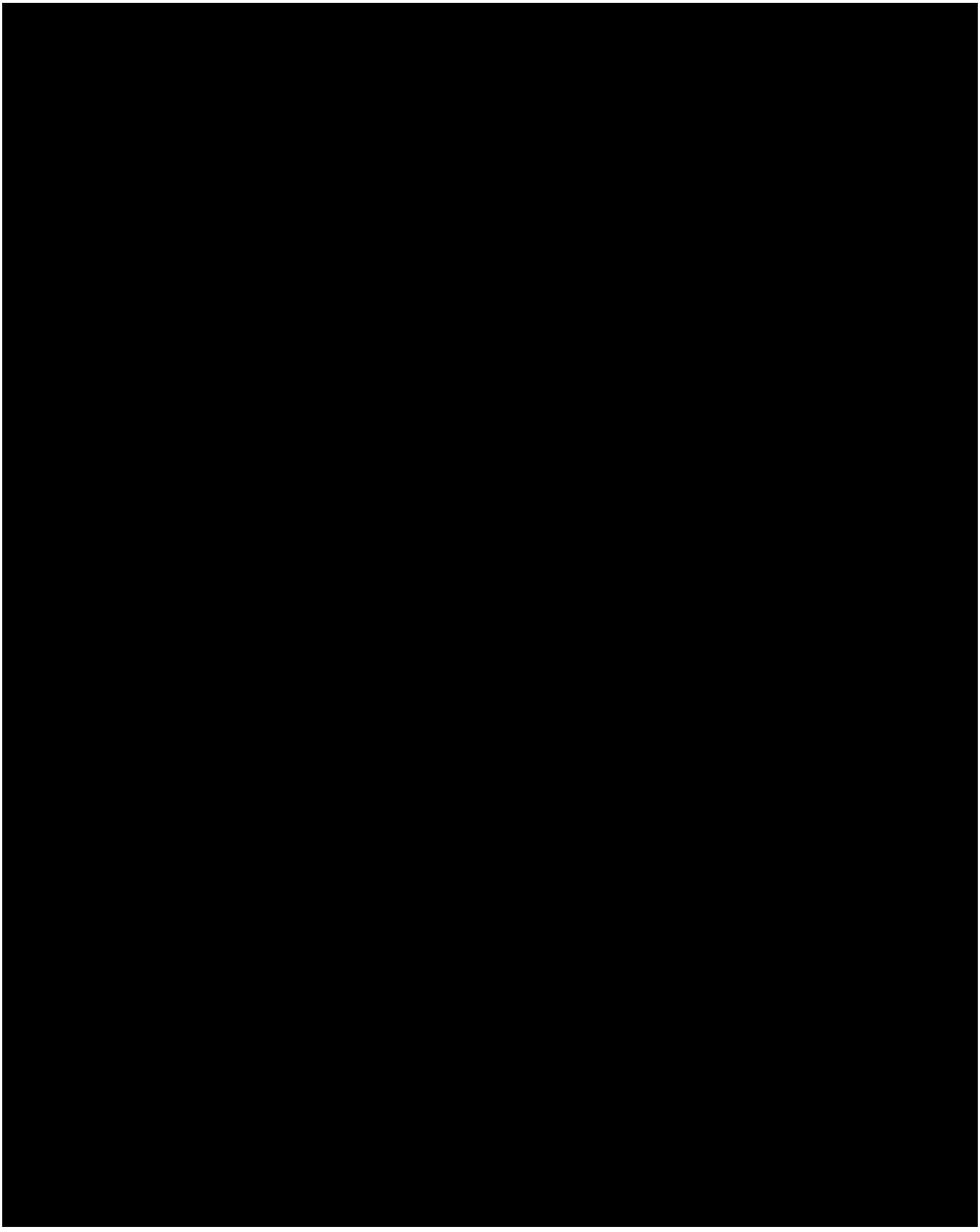

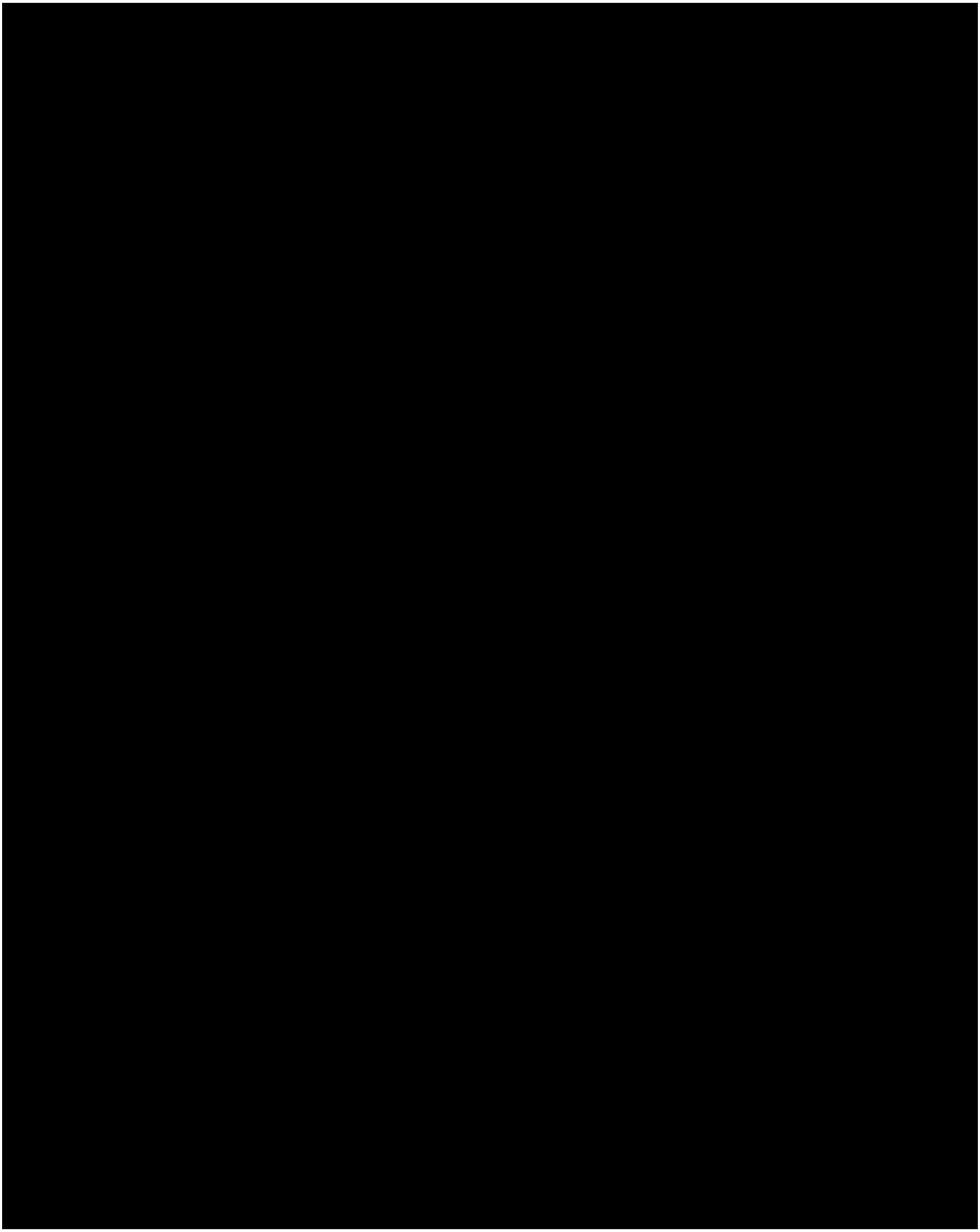

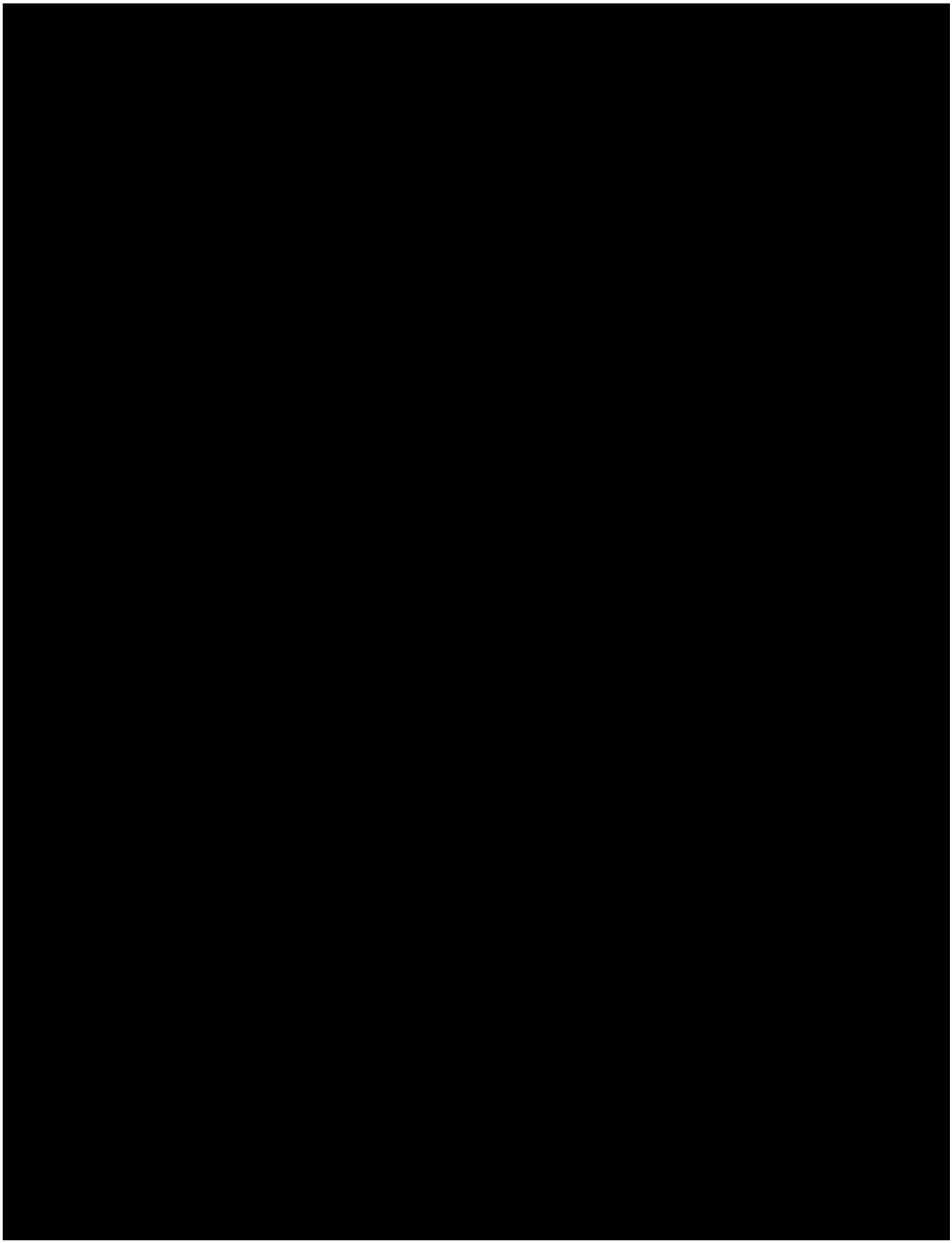

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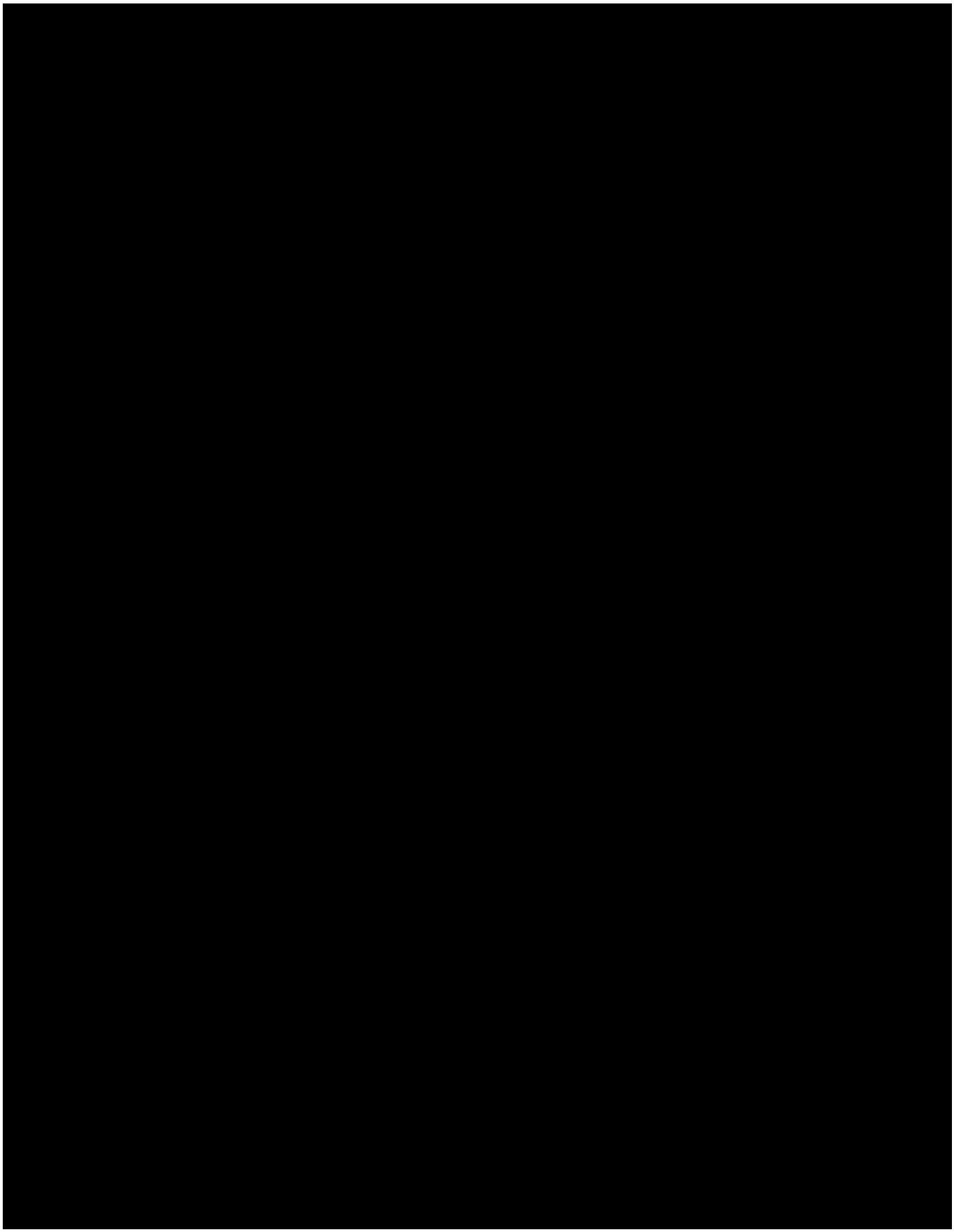

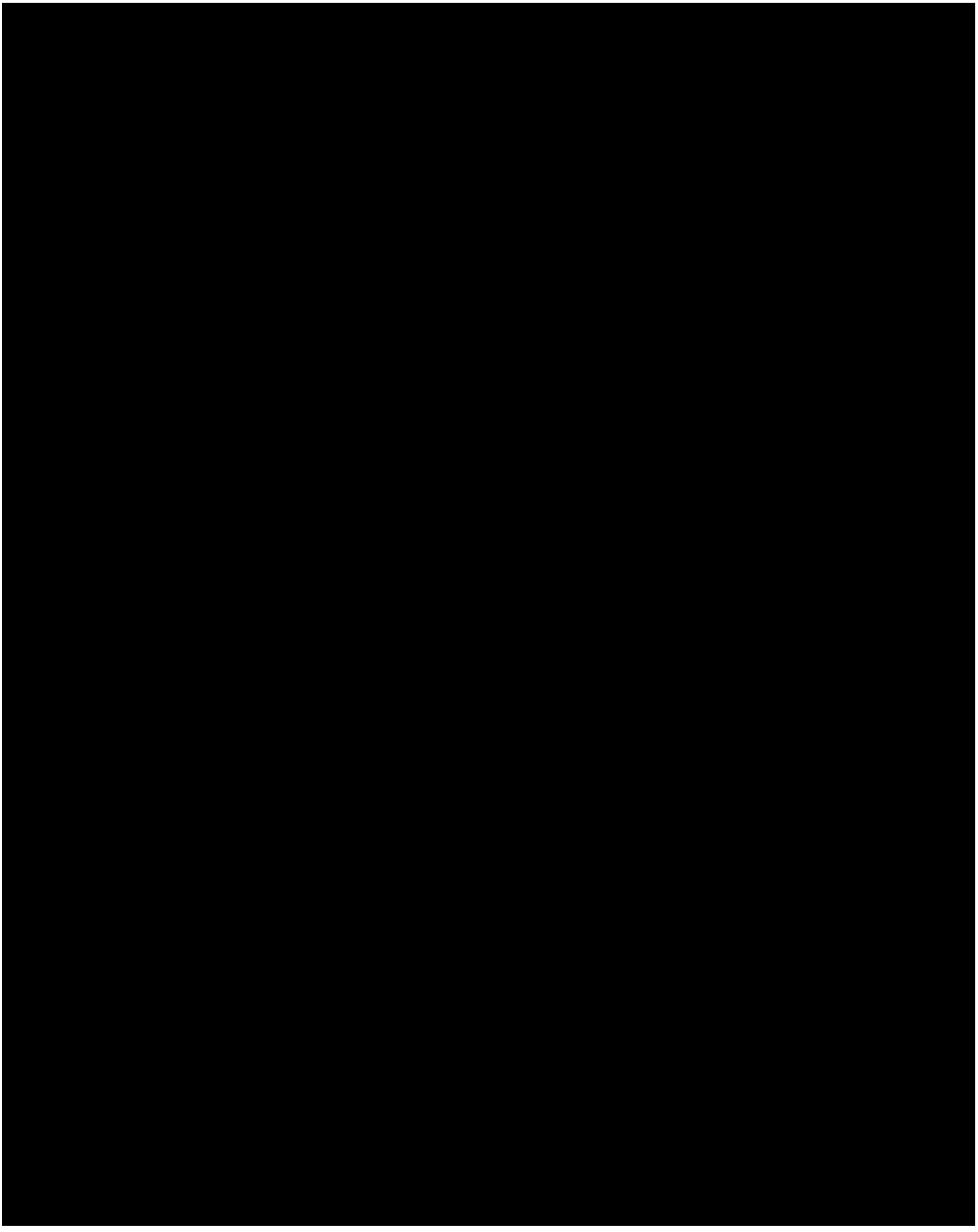

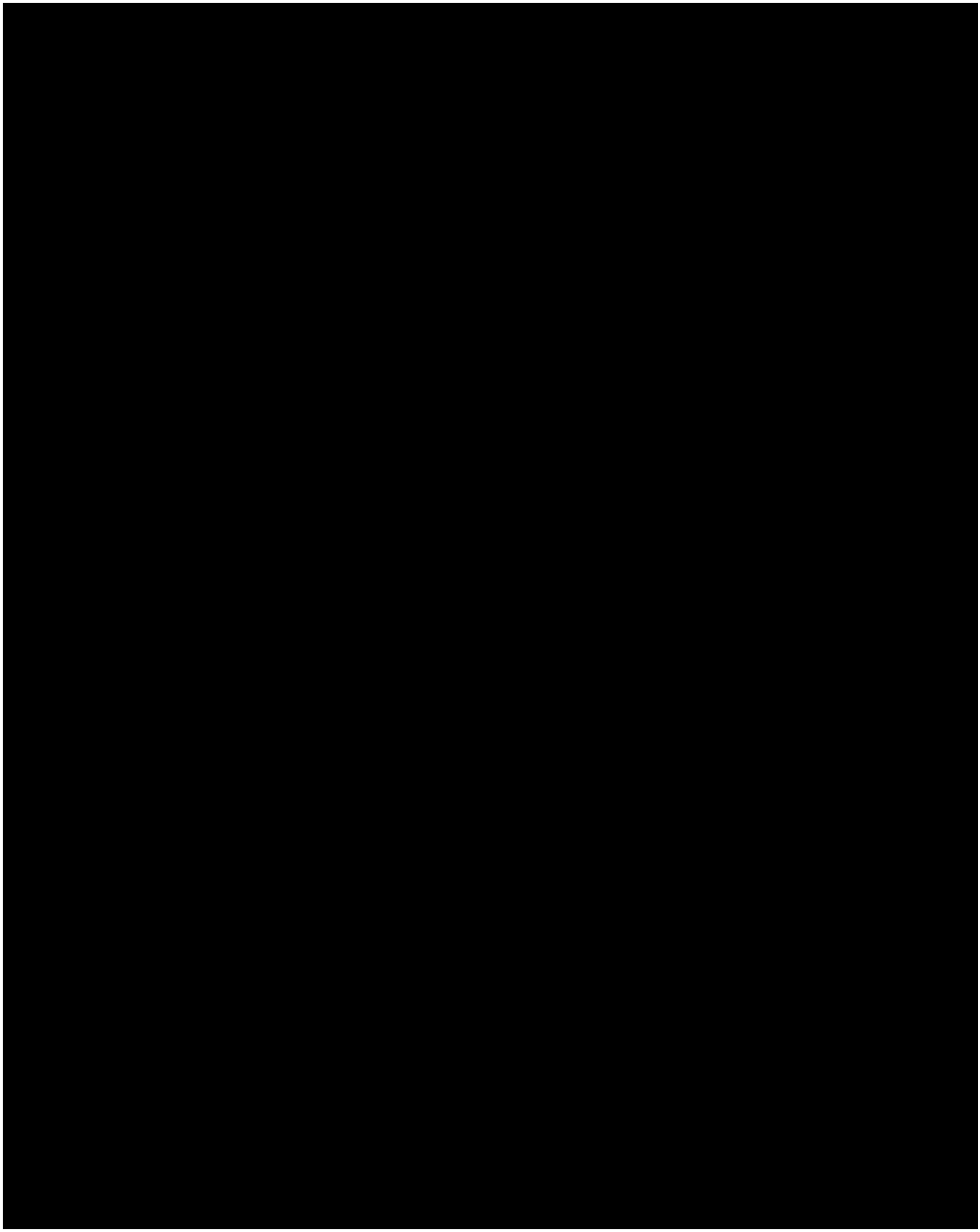

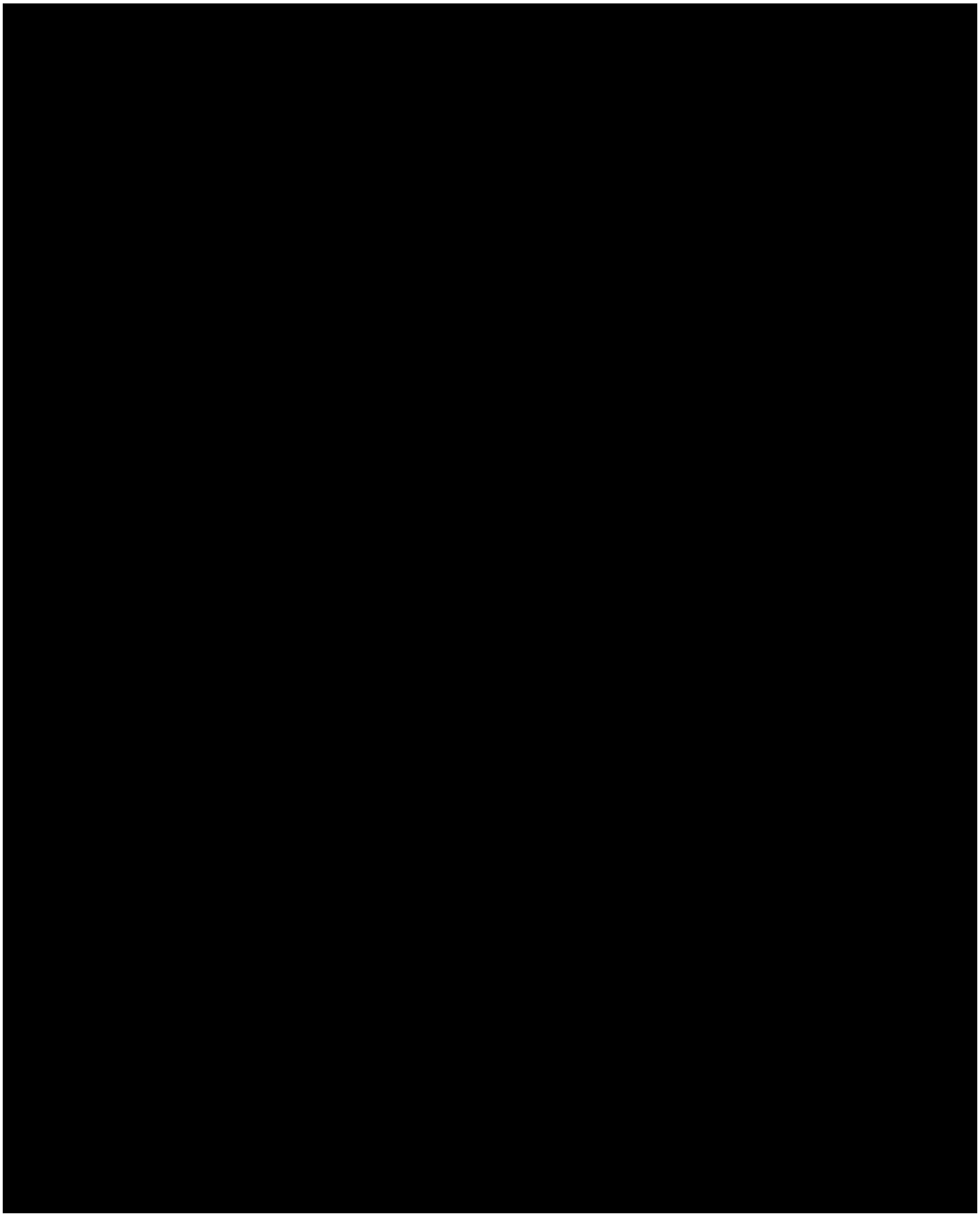

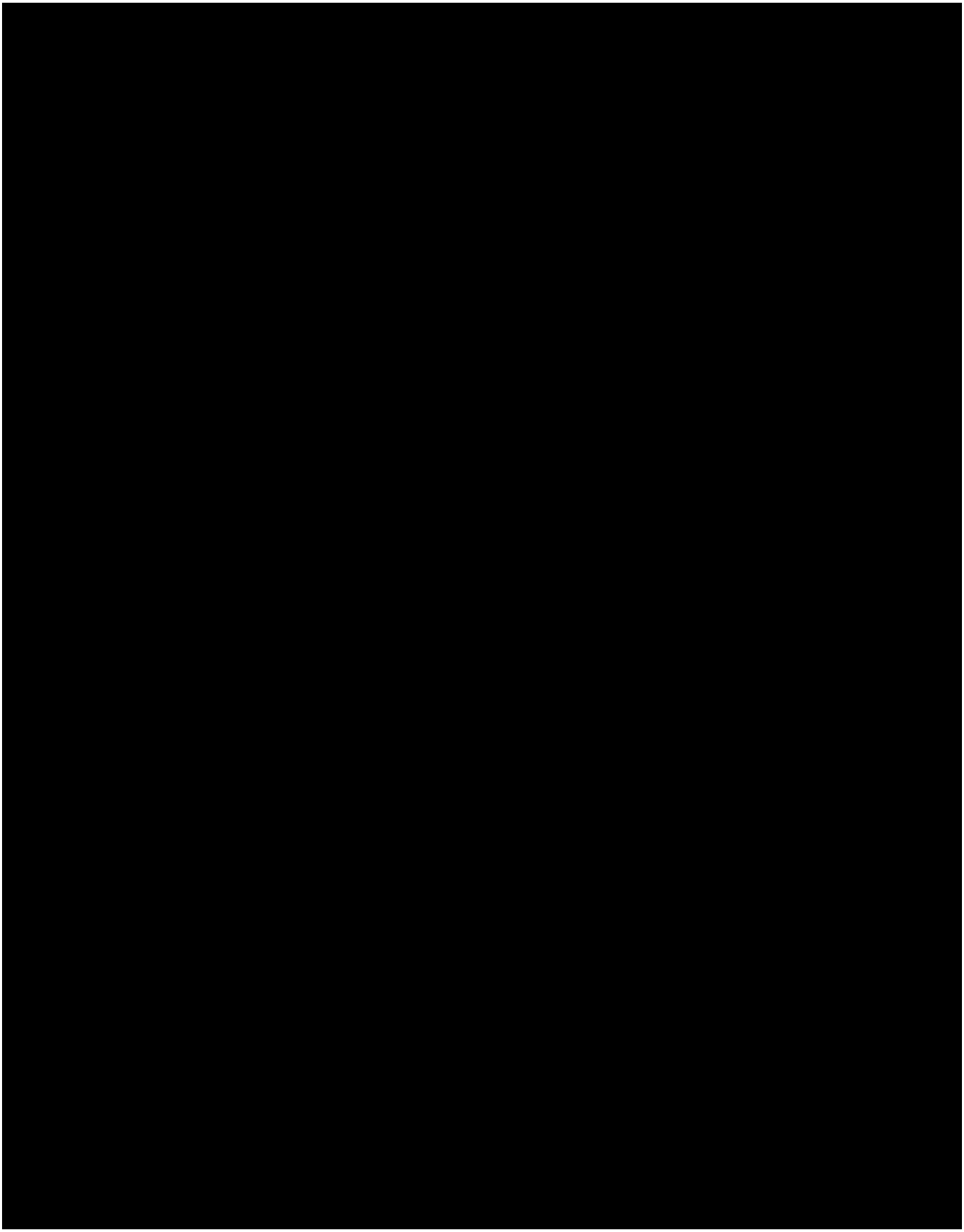

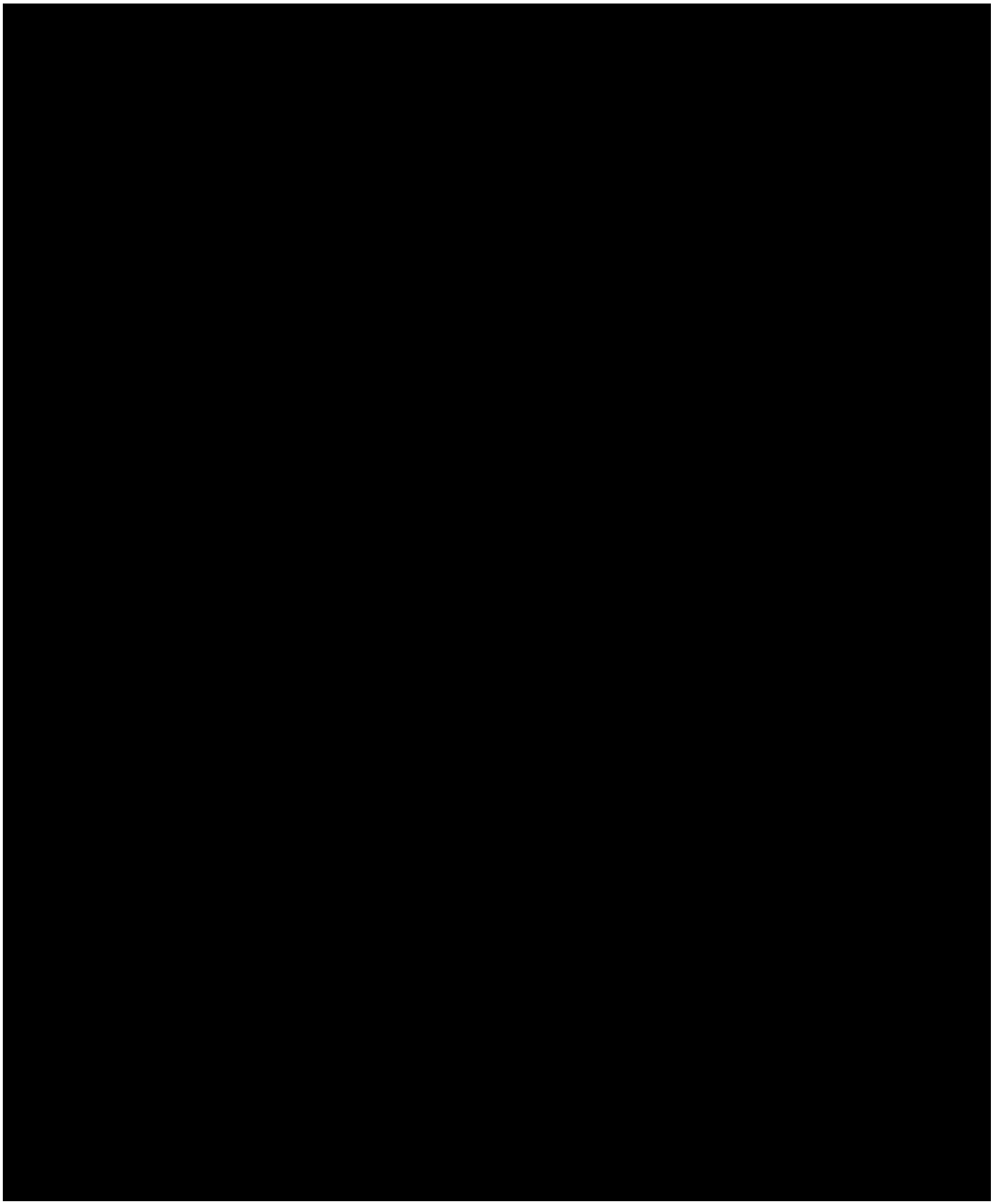

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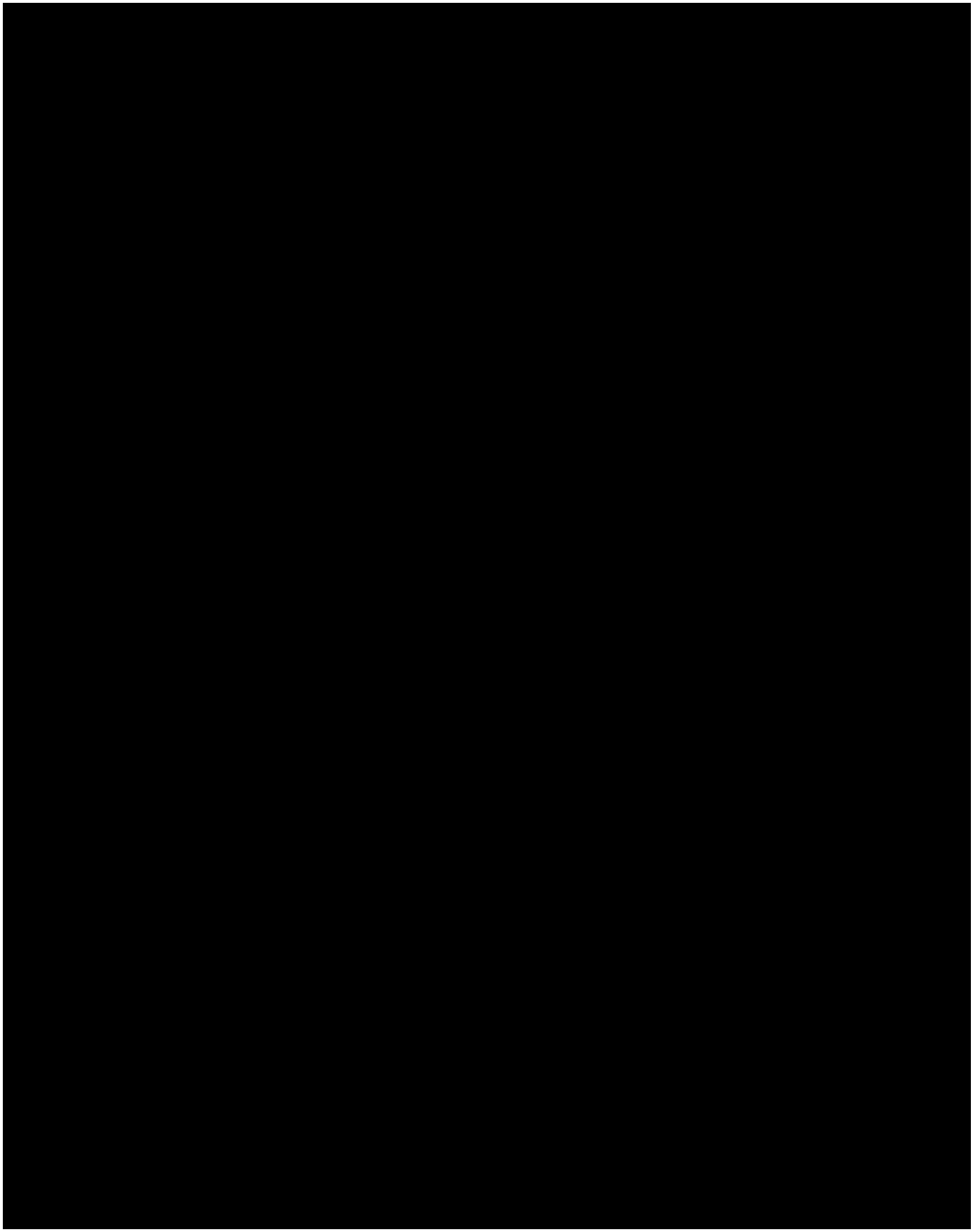

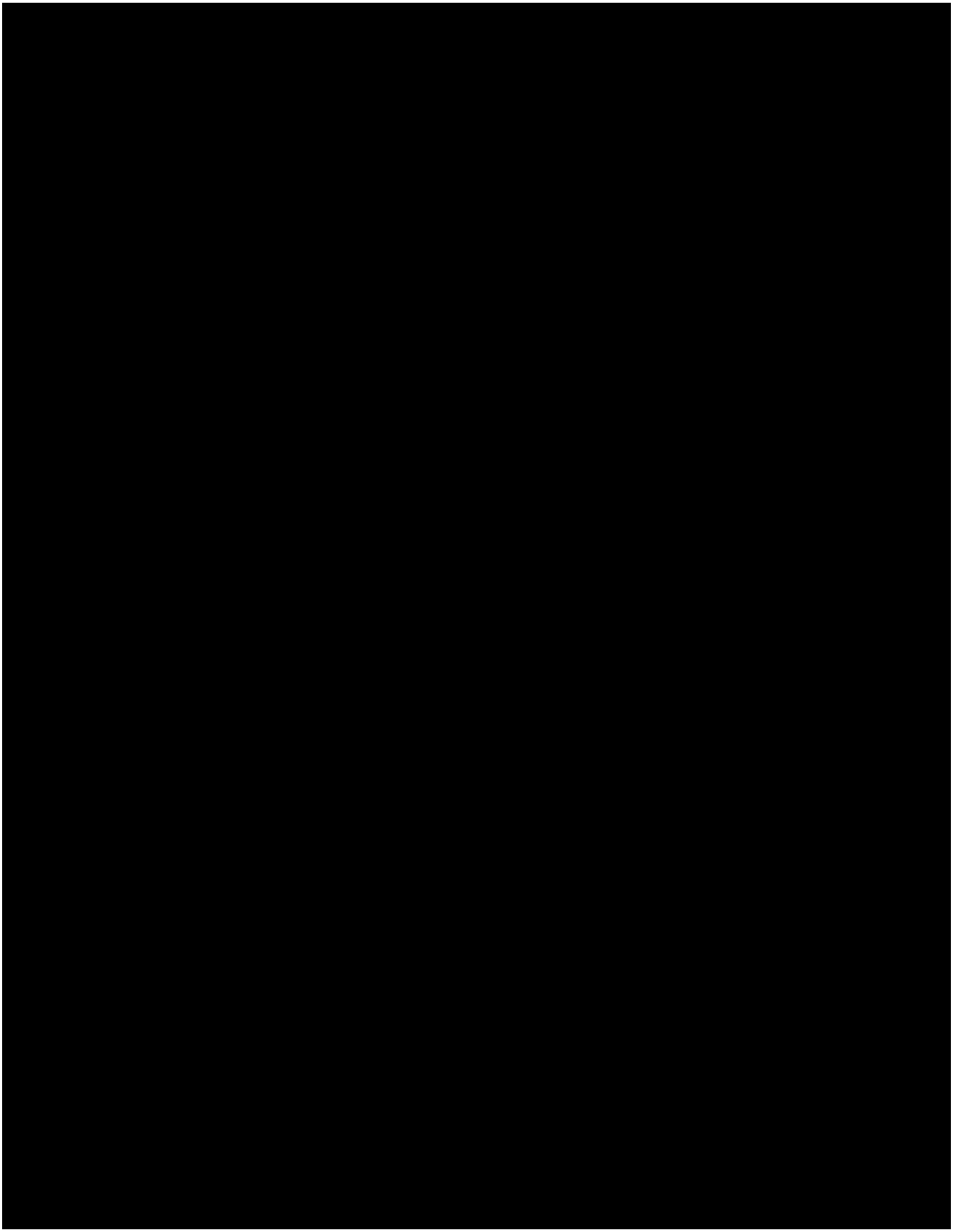

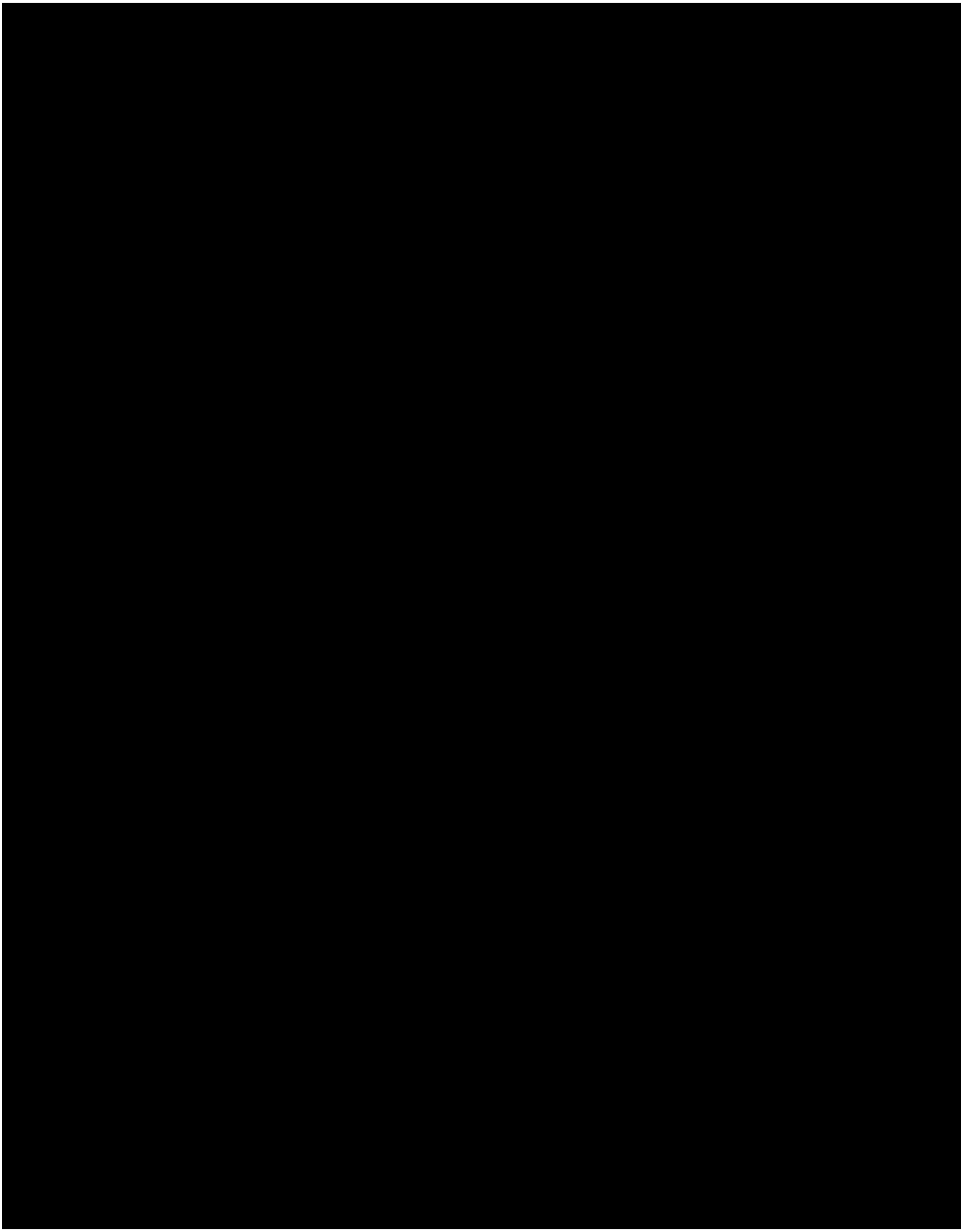

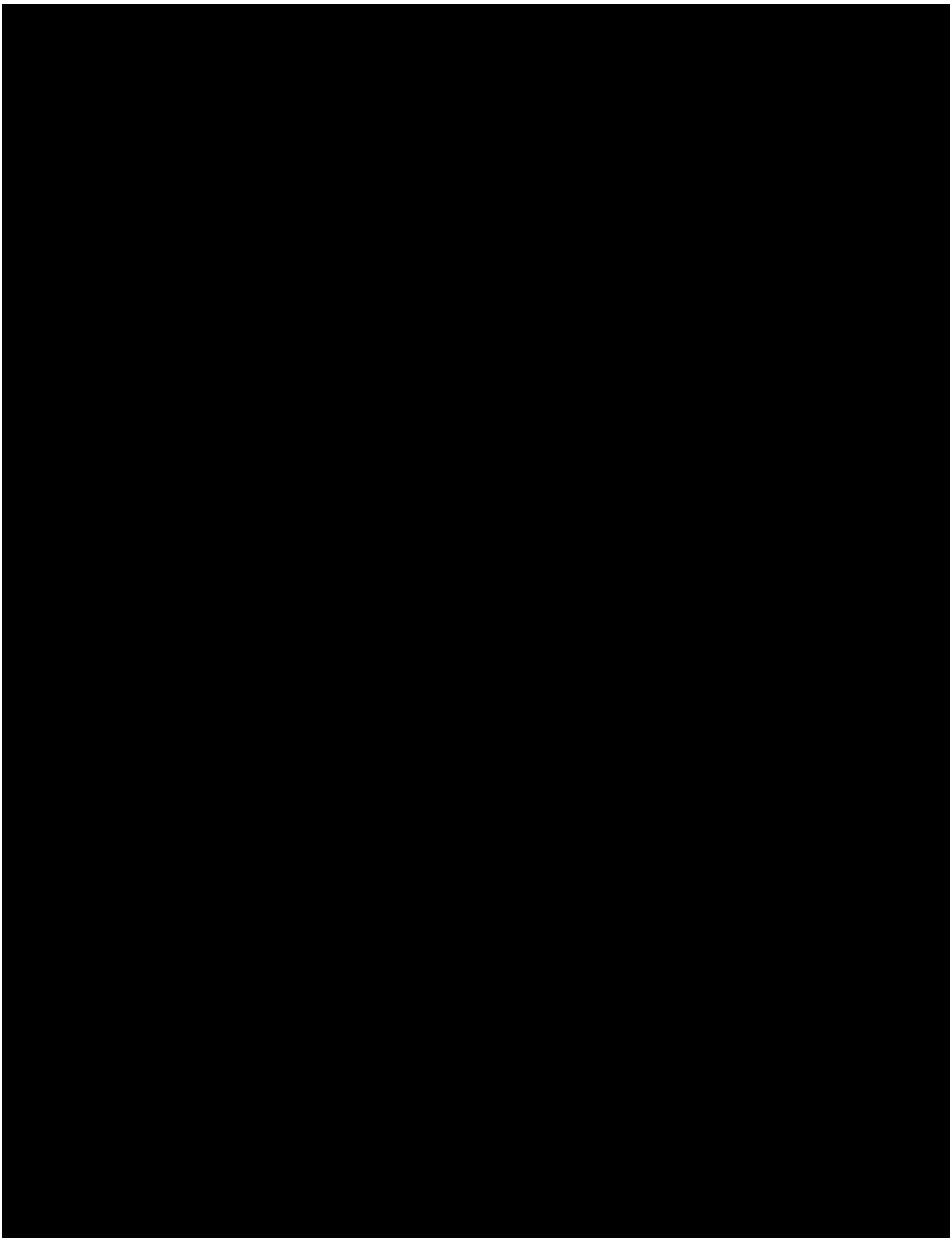

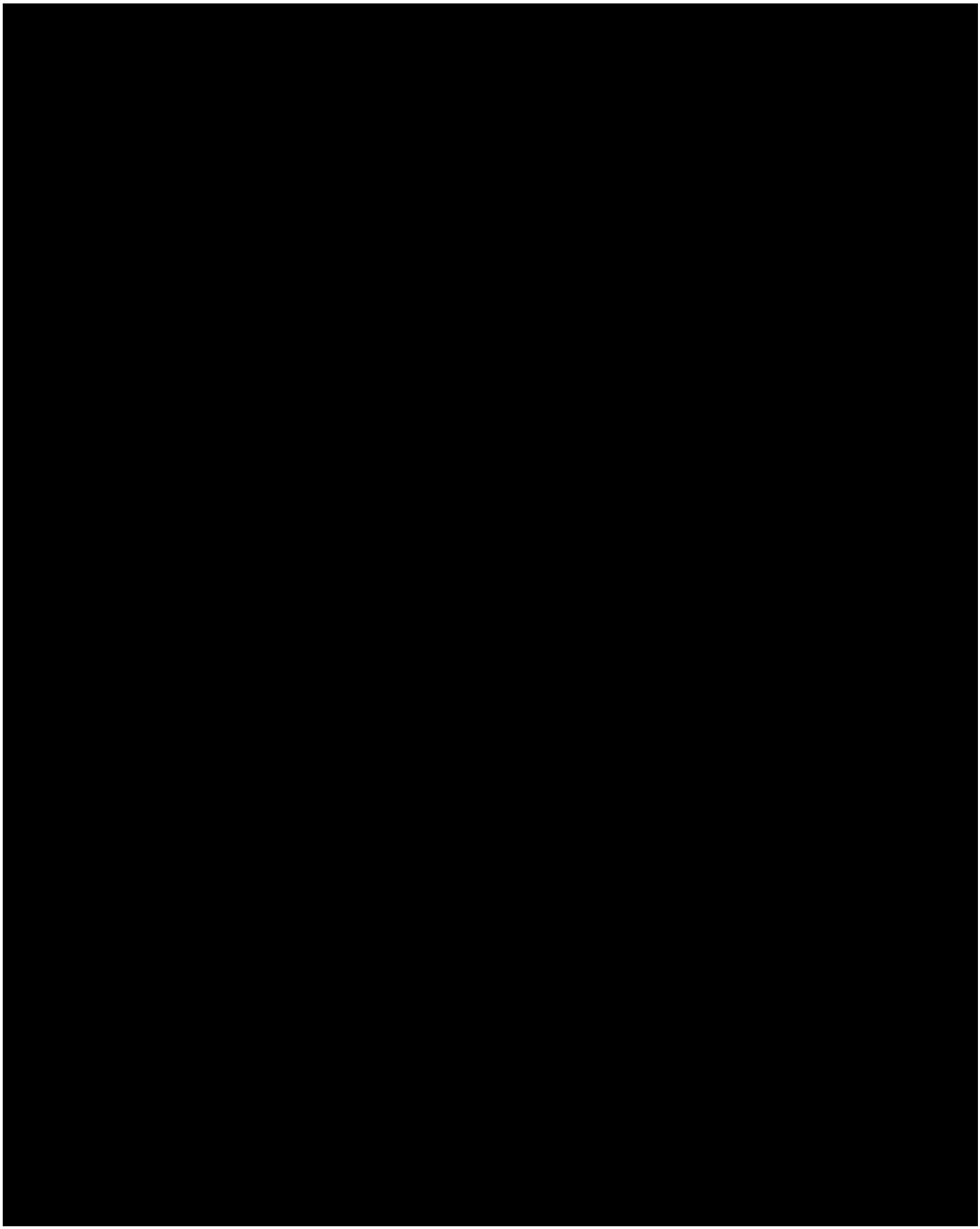

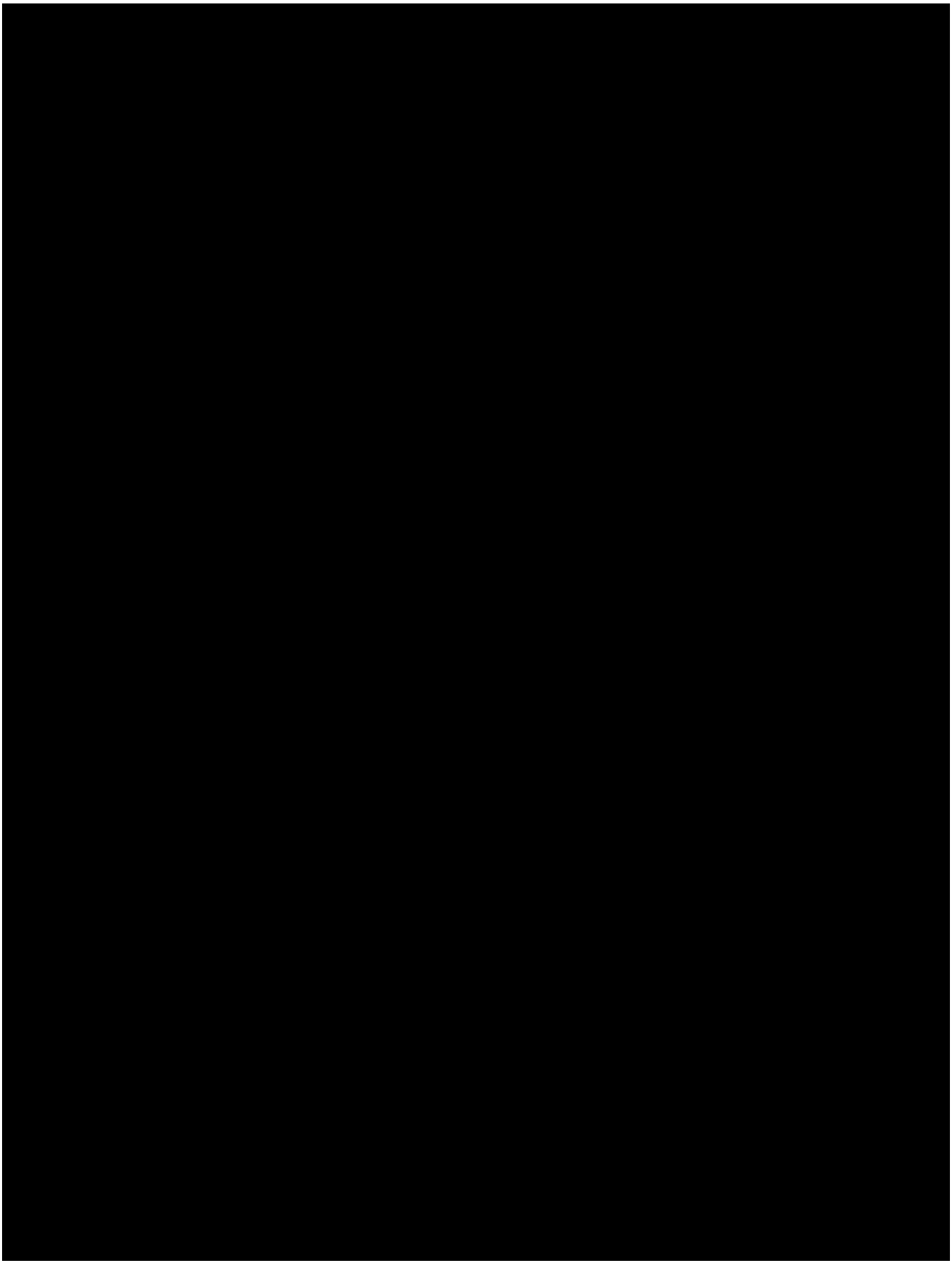

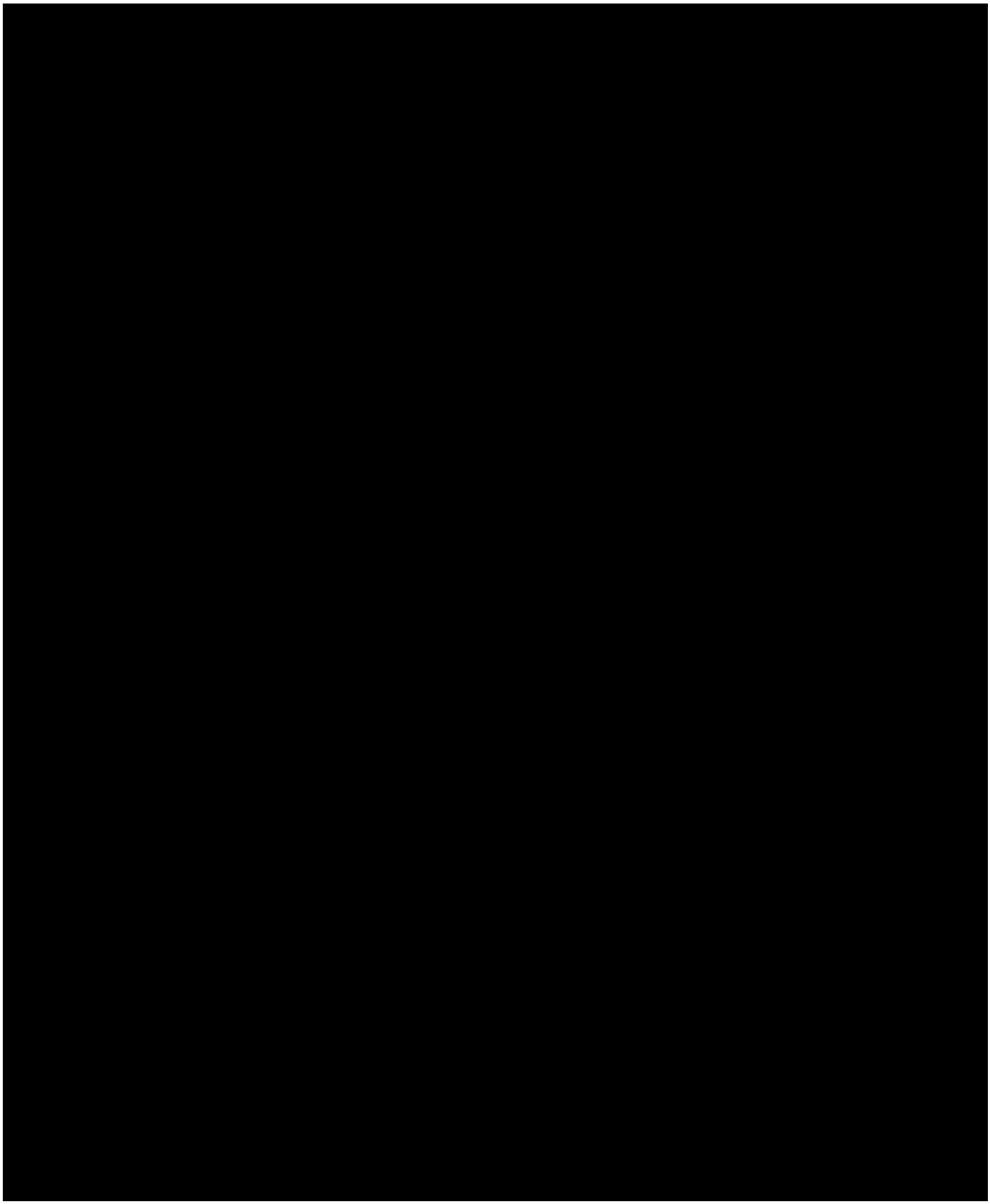

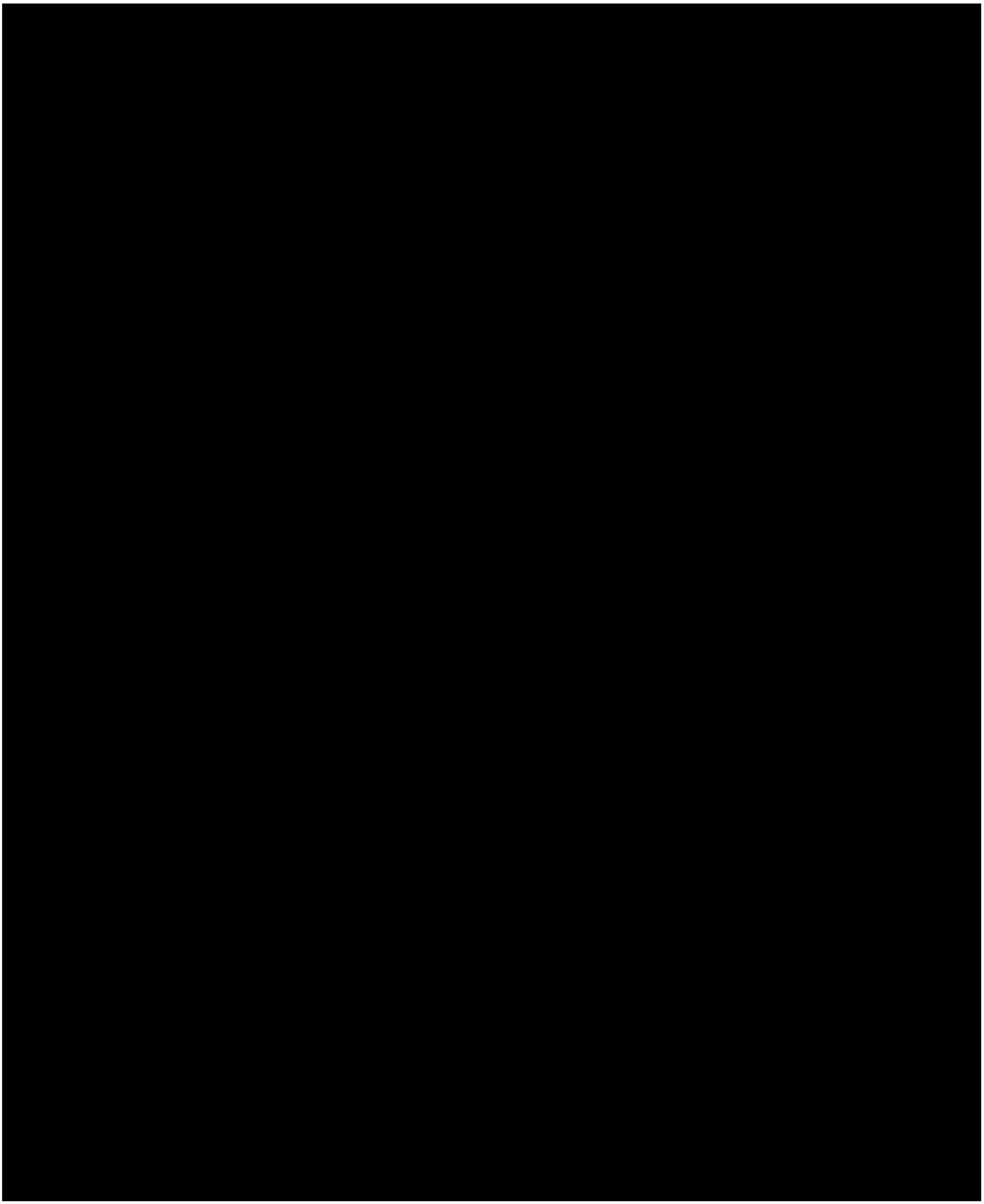

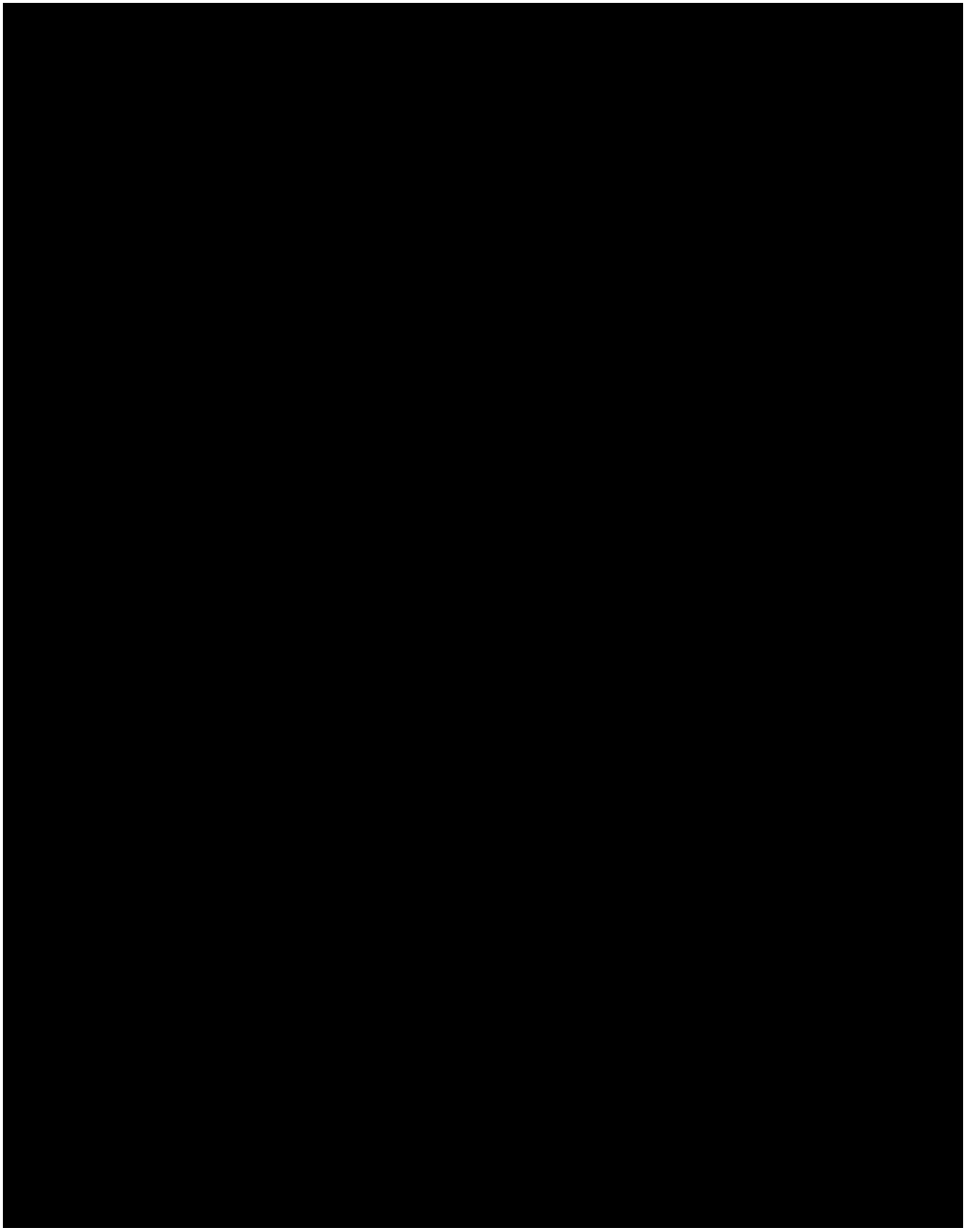

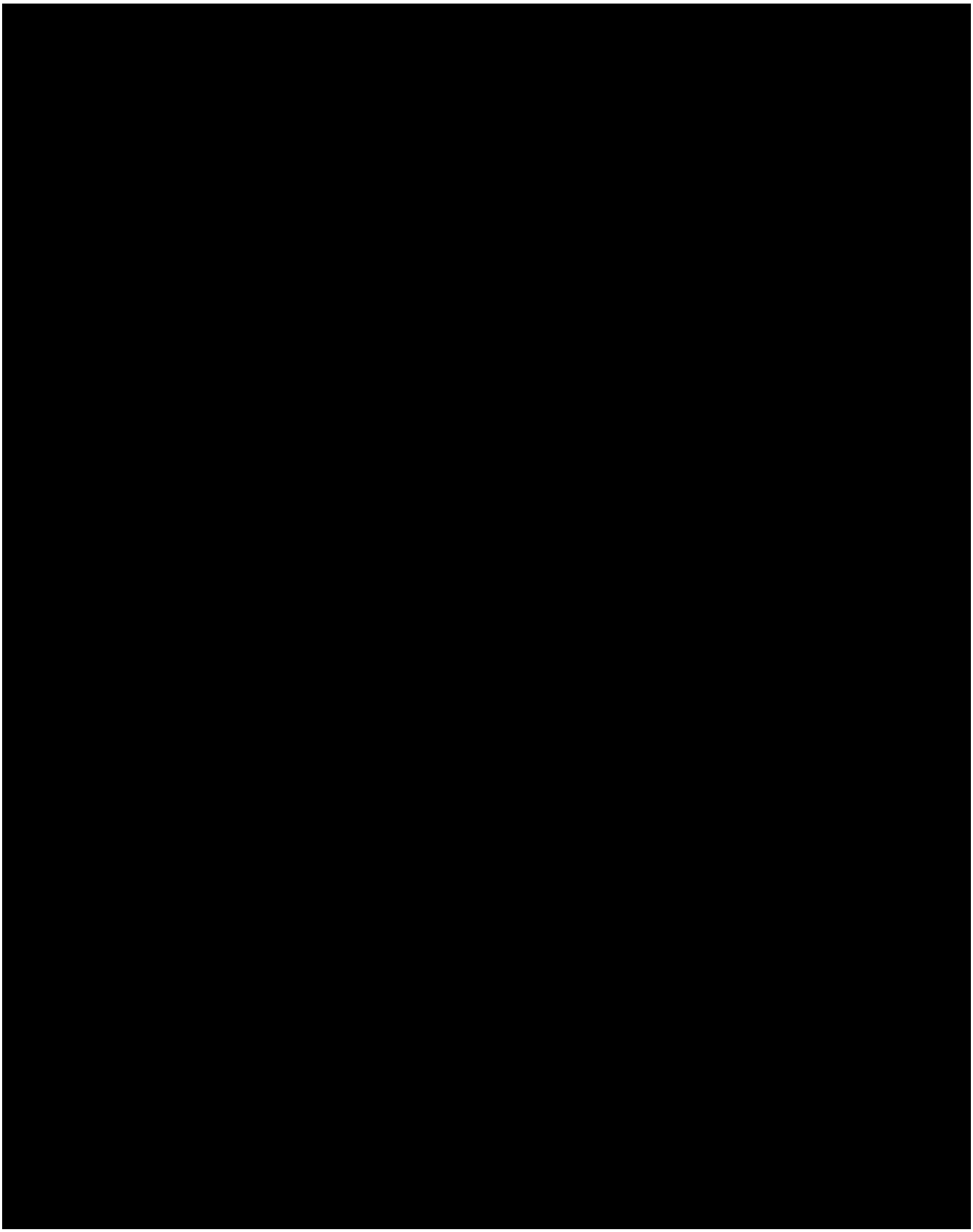

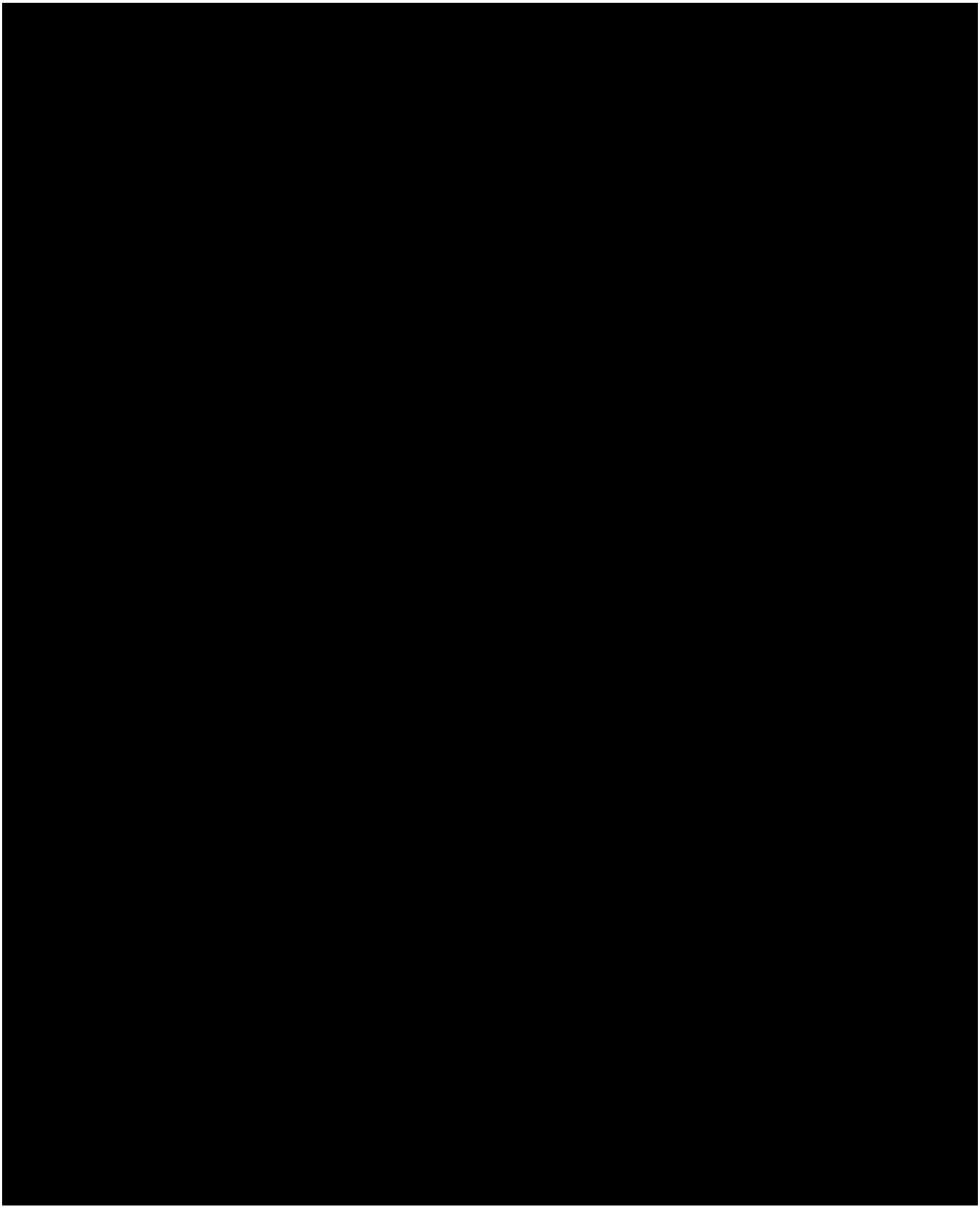

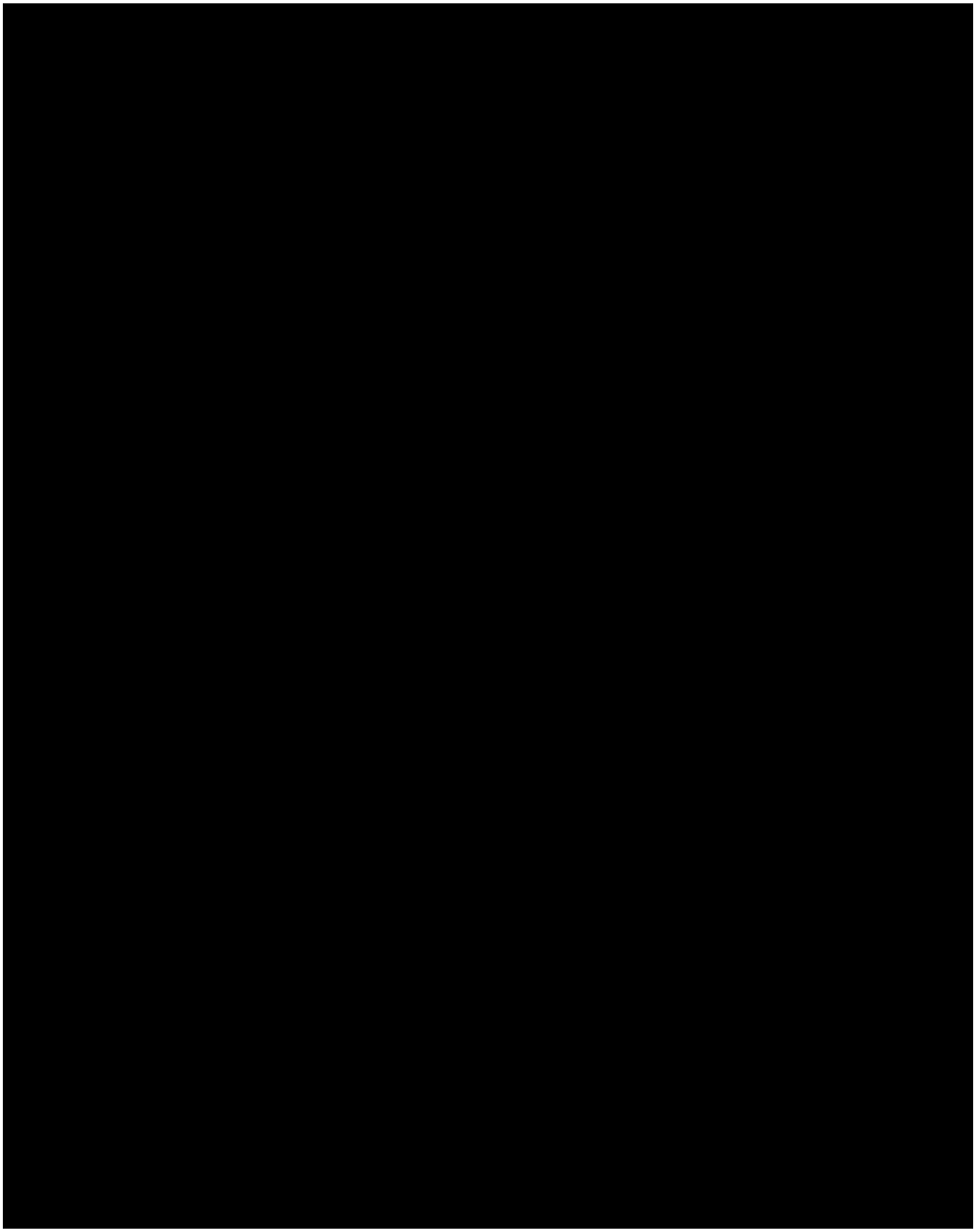

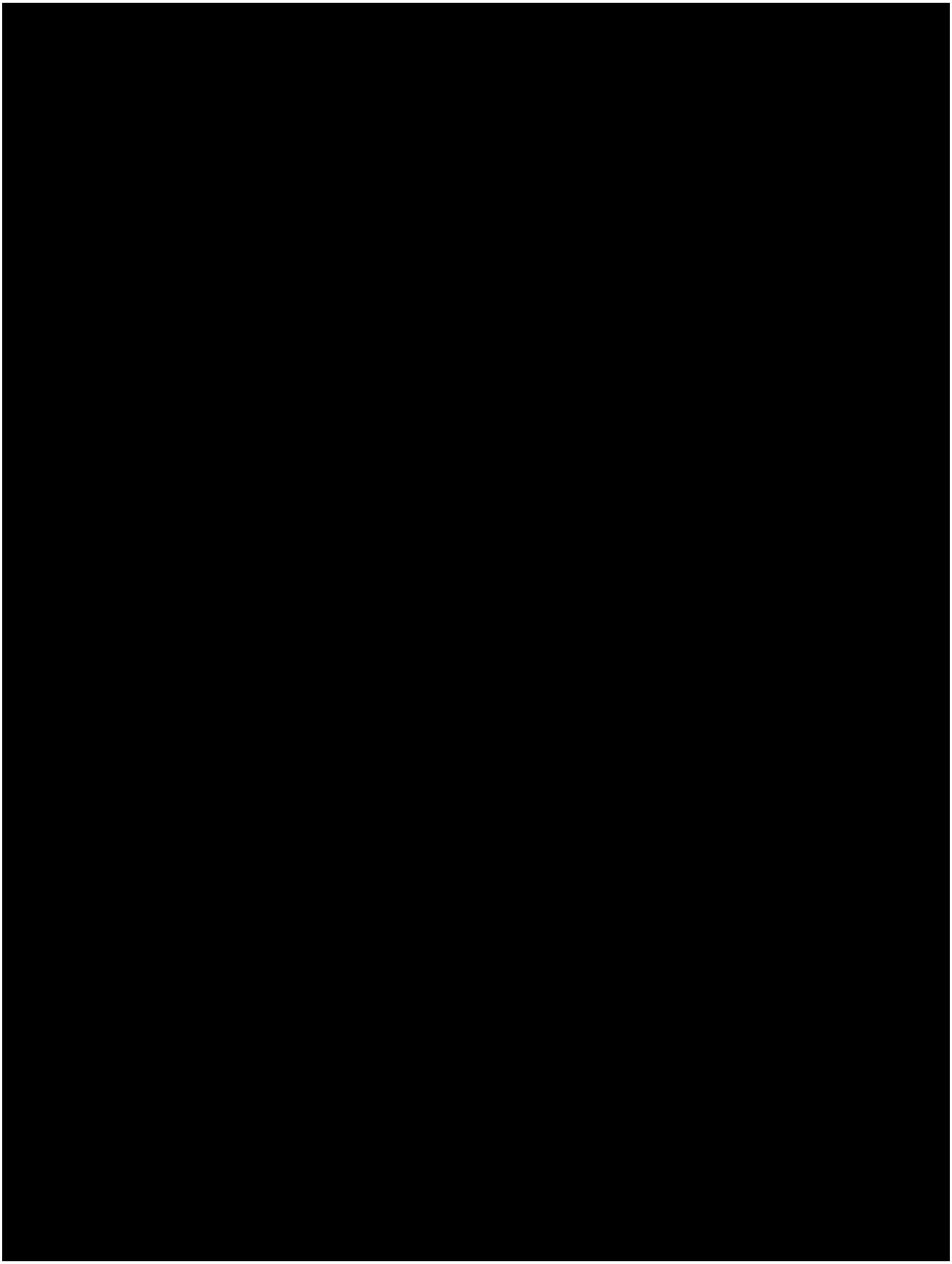

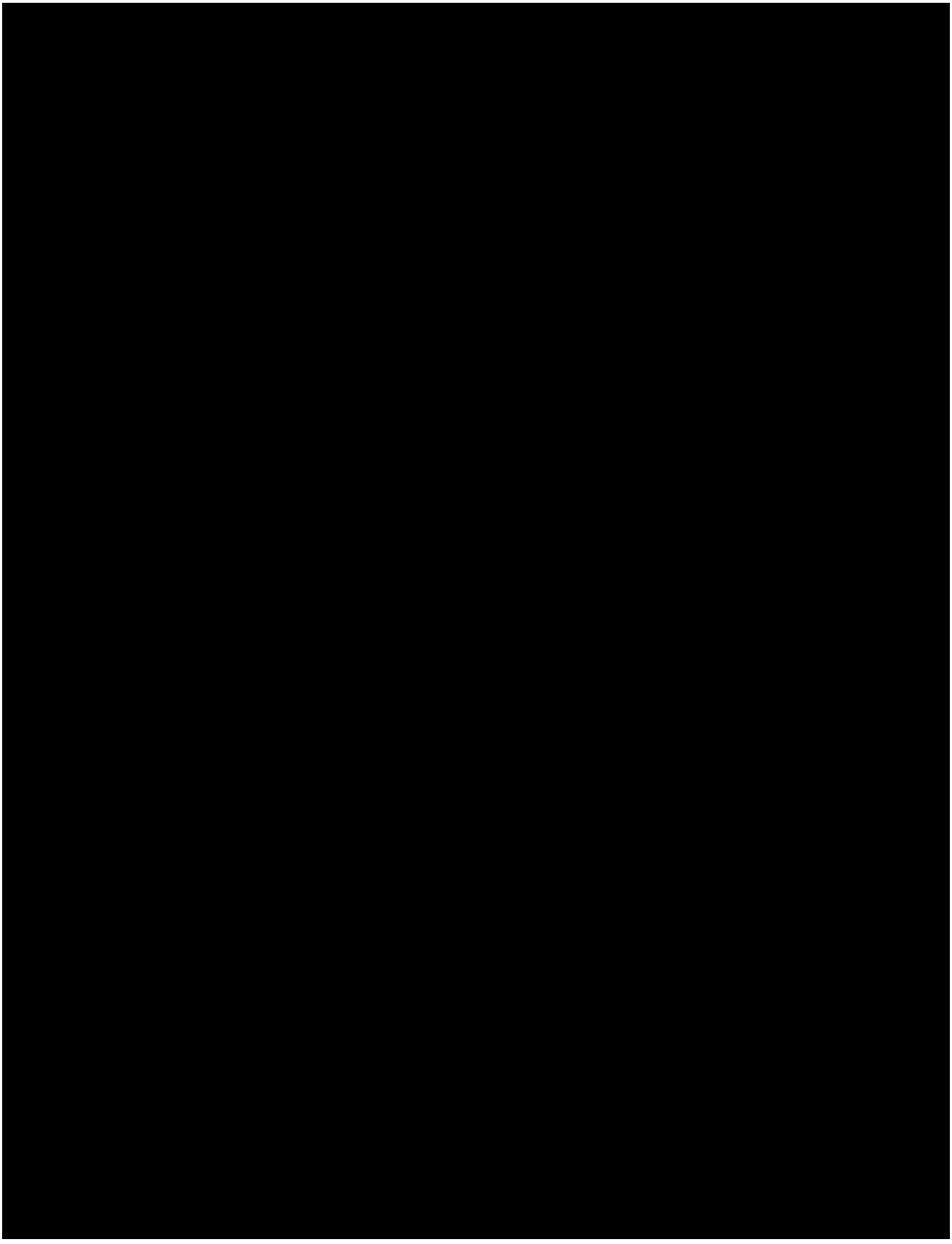

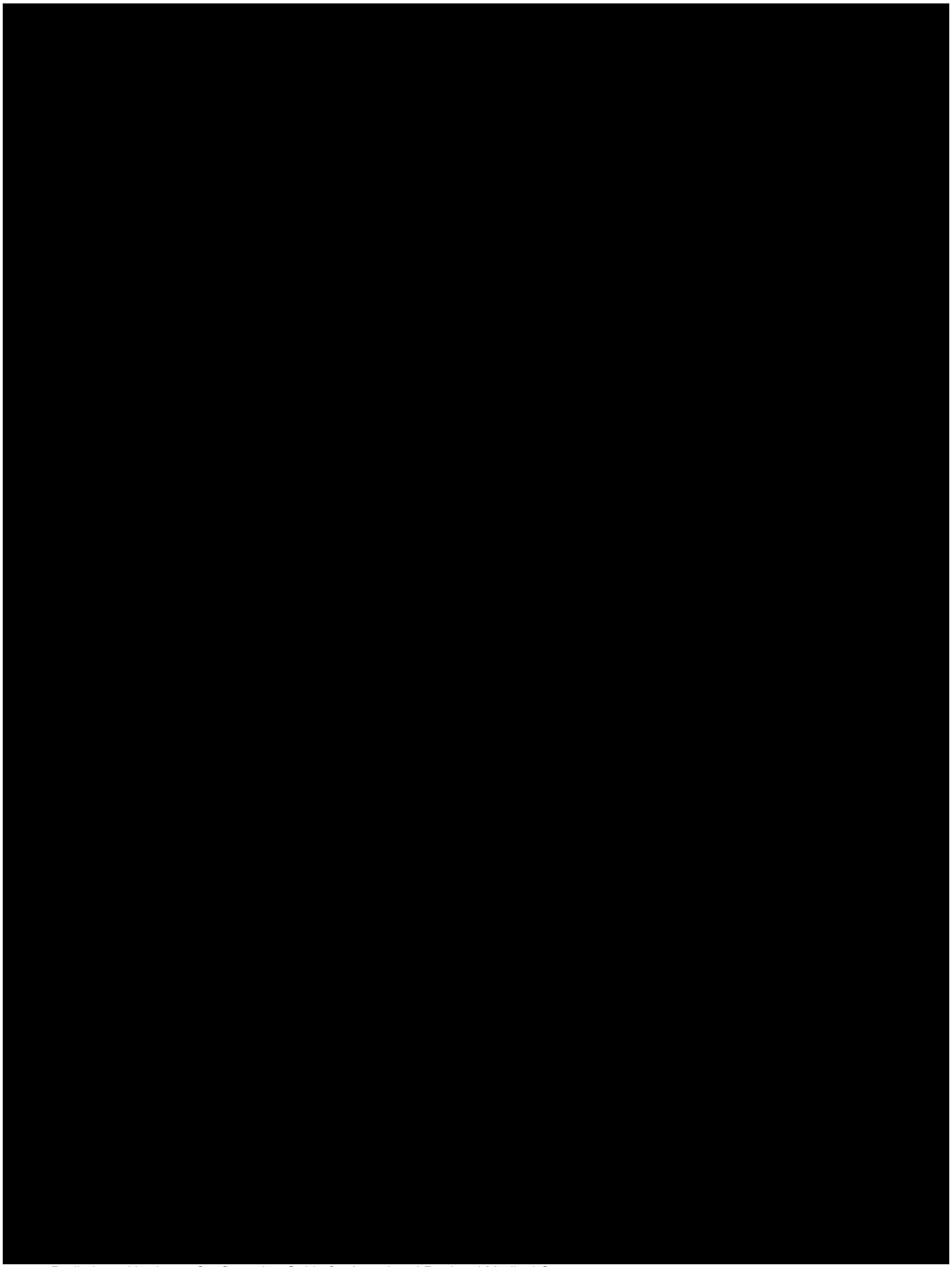

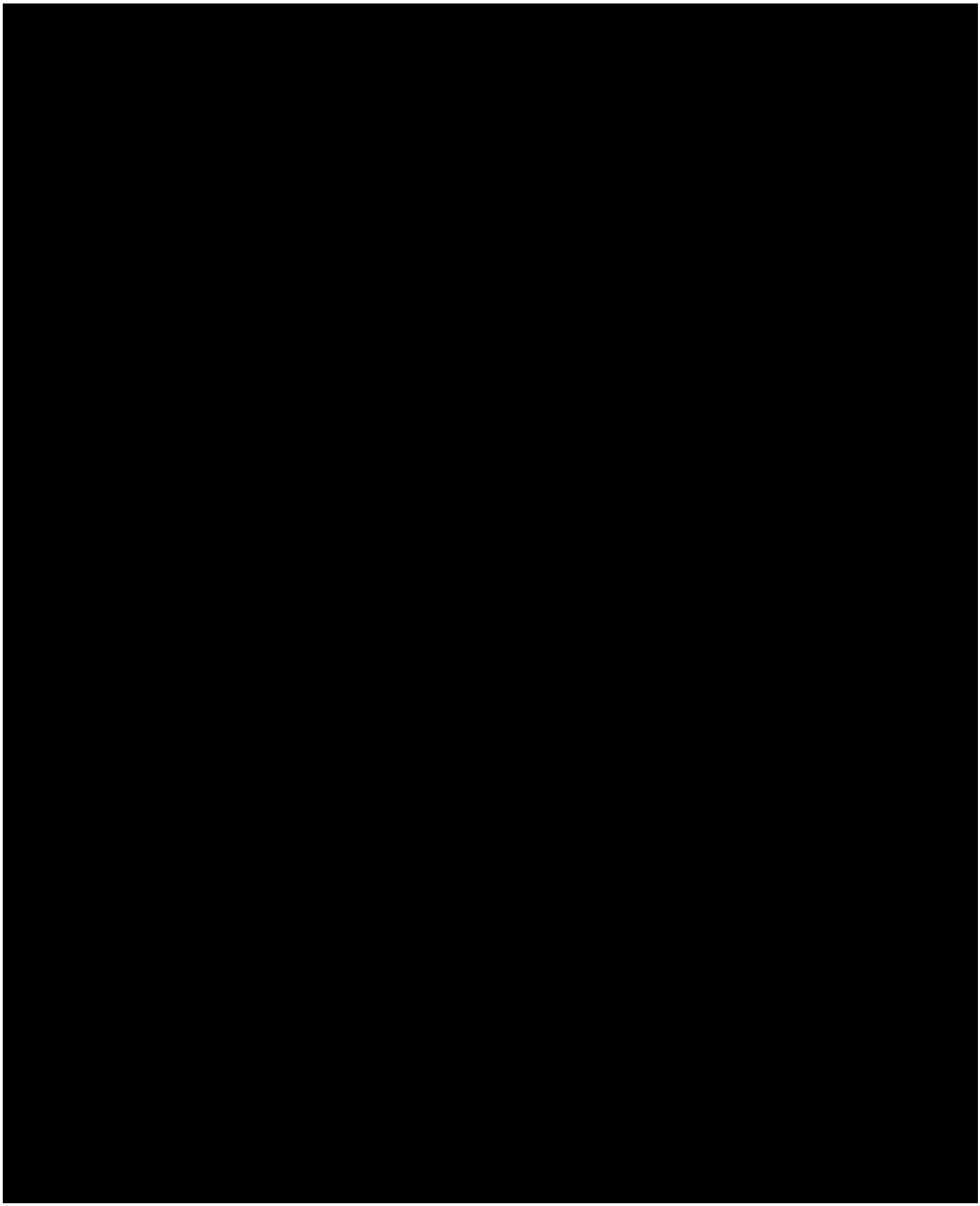

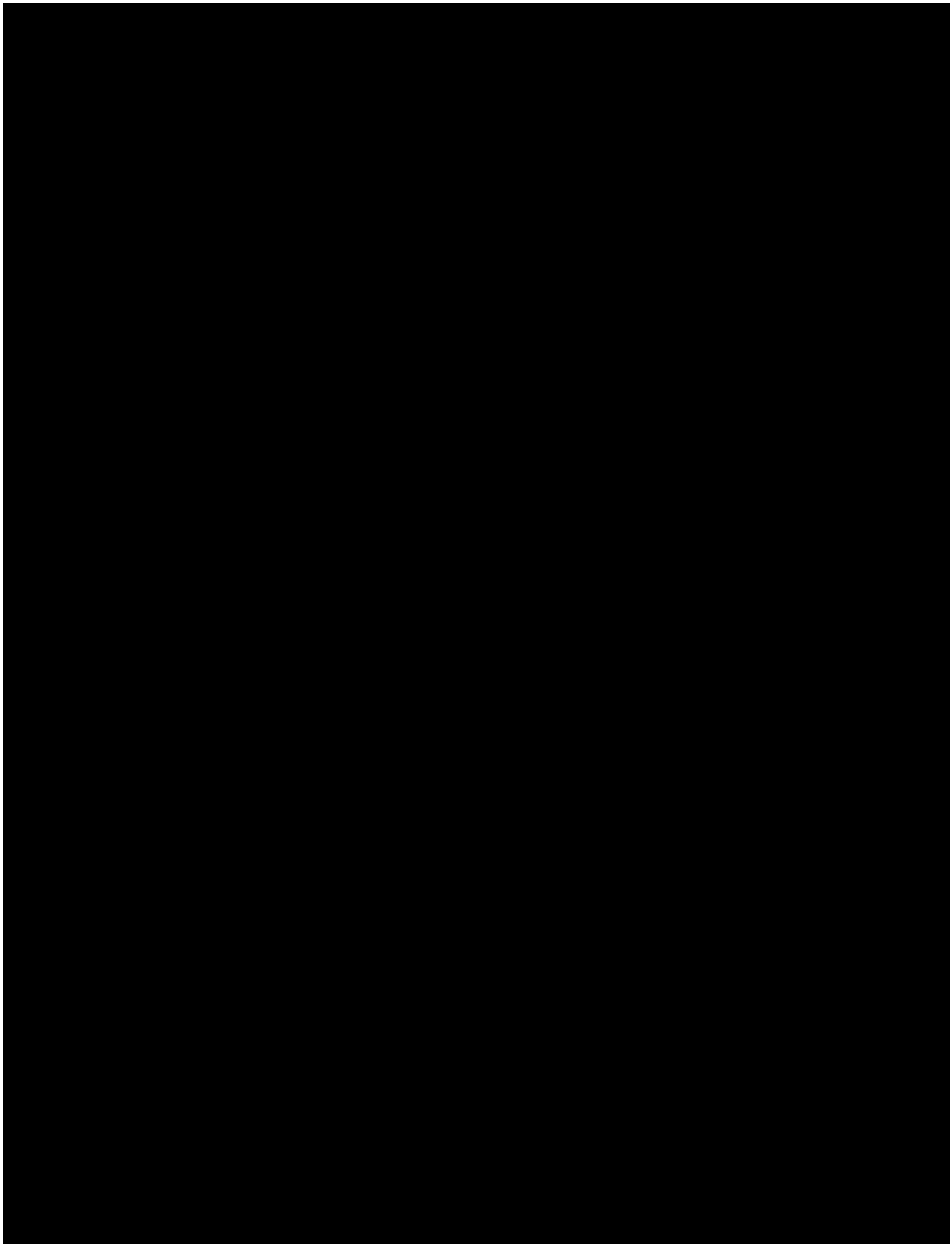

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Exhibit 11

[redacted] Fees for overdue Uncontested Amounts [redacted]

Administrative Fees for Overdue Uncontested Amounts	
Overdue Uncontested Amounts	**Monthly Administrative Fee**
[redacted]	

BI-RADS® ATLAS*• ADDENDUM

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[redacted]

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c. All warranty claims or other claims pursuant to this section shall be made to InterSystems through Epic.

d. The foregoing representations and warranties are by InterSystems only. Epic makes no representations or warranties pursuant to, and Epic shall have no liability arising out of, this section.

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(ii) In the case of a claim based on a breach of the representation and warranty contained in Section 1(a)(iii) above, the indemnity specified in Section 2(a) shall not apply to any claim, action, or allegation (or any judgment or order related thereto) based upon: (a) the use by User of the Sublicensed Software in combination with other hardware or software not supplied by InterSystems, where the use of the Sublicensed Software alone is not claimed or alleged to be an infringement; (b) the modification or alteration of the Sublicensed Software in a manner that is not approved by InterSystems; or (c) the failure by User to implement a release or engineer change order for the Sublicensed Software issued by InterSystems and supplied to User by Epic (which release or change order does not preclude the Sublicensed Software from meeting the standards specified in Section 1(b)).

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(ii) disclosing data or information pursuant to any enforceable administrative or judicial order, provided, however, that the User first notifies InterSystems of the entry or existence of such order and of the User's intention to comply with its terms. Data or information shall not be deemed to be in the public domain solely by reason of any such order.

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(ii) not to provide or otherwise make available any Sublicensed Software, System Documentation or related materials in any form to any other person or organization, without the prior written consent of InterSystems; and

(iii) that it will take appropriate action with its officers, agents, shareholders, employees or representatives, by instruction, agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of the Sublicensed Software, System Documentation and related materials. Without limiting the generality of the foregoing, the User shall in any event devote the same degree of care to protecting the Sublicensed Software and System Documentation as it devotes to the protection of its own confidential and proprietary information.

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“User” and “You” mean the licensee in the Epic License and Support Agreement to which this Intersystems Software Addendum is a part.

Care Everywhere Addendum

The following provisions apply to Your use of Care Everywhere to exchange patient information with Epic systems of other Epic customers who also license Care Everywhere ("Care Everywhere Customers" or "Care Epic Customers") and to exchange basic continuity of care information meeting the supported form with non-Epic systems, except as otherwise noted below. For the sake of clarity, the subset of Care Everywhere functionality supporting such exchanges between Epic systems was previously referred to as "Care Epic" and the subset of Care Everywhere functionality supporting such exchanges between Epic and non-Epic systems was previously referred to as "Care Elsewhere." References to Care Epic or Care Elsewhere in the Rules of the Road and Governing Council Procedures will be read in that context.

1. **Termination.** You may at any time disconnect from the Care Everywhere Network (referred to in the Governing Council Procedures as the CE Network or Network) or from any specific connection with a non-Epic system (each, a "Non-Network Connection"), thereby discontinuing all communications with all other Care Everywhere Customers and all Non-Network Connections or with that Non-Network Connection, respectively, and You will inform Epic of such disconnection as soon as possible under the circumstances, but in no event more than one (1) business day thereafter.

2. **Requirements.**

[redacted]

3. **Indemnification Relating to Oversight Activities.** [redacted]

You agree to hold harmless, indemnify, and defend [redacted]

ctively the "Indemnitees") from and against any Claim brought by You, Your End Users or Your Patients asserted against the Indemnitees or any of them, arising out of, or in any way connected with the Oversight Activities including without limitation claims based on an Indemnitees' negligence. [redacted]

4. **Authorization.** [redacted]

Exhibit A

Rules of the Road for the Care Everywhere Network

[redacted]

1. By making a request for a patient's information using Care Everywhere, You warrant and represent to the Sending Customer that at the time You are making the request for the patient's information You are providing treatment to that patient (which may include care coordination for that patient). You understand that You may not request patient information using Care Everywhere for any other purpose, including without limitation healthcare operations, research, marketing, or fundraising purposes.

2. [redacted]

3. [redacted]

4. You agree to implement security and access measures with respect to providing access to Care Everywhere functionality that meet the minimum standards required by the law applicable to You [redacted]

[redacted]

5. You agree to implement security and access measures with respect to Your communication infrastructure for Care Everywhere, including access to the communication servers and the digital certificates used to validate You as a Care Everywhere Customer, that meet the minimum standards required by the law applicable to You.

6. [redacted]

7. Care Everywhere Customers in Different Countries.

[redacted]

8. [redacted]

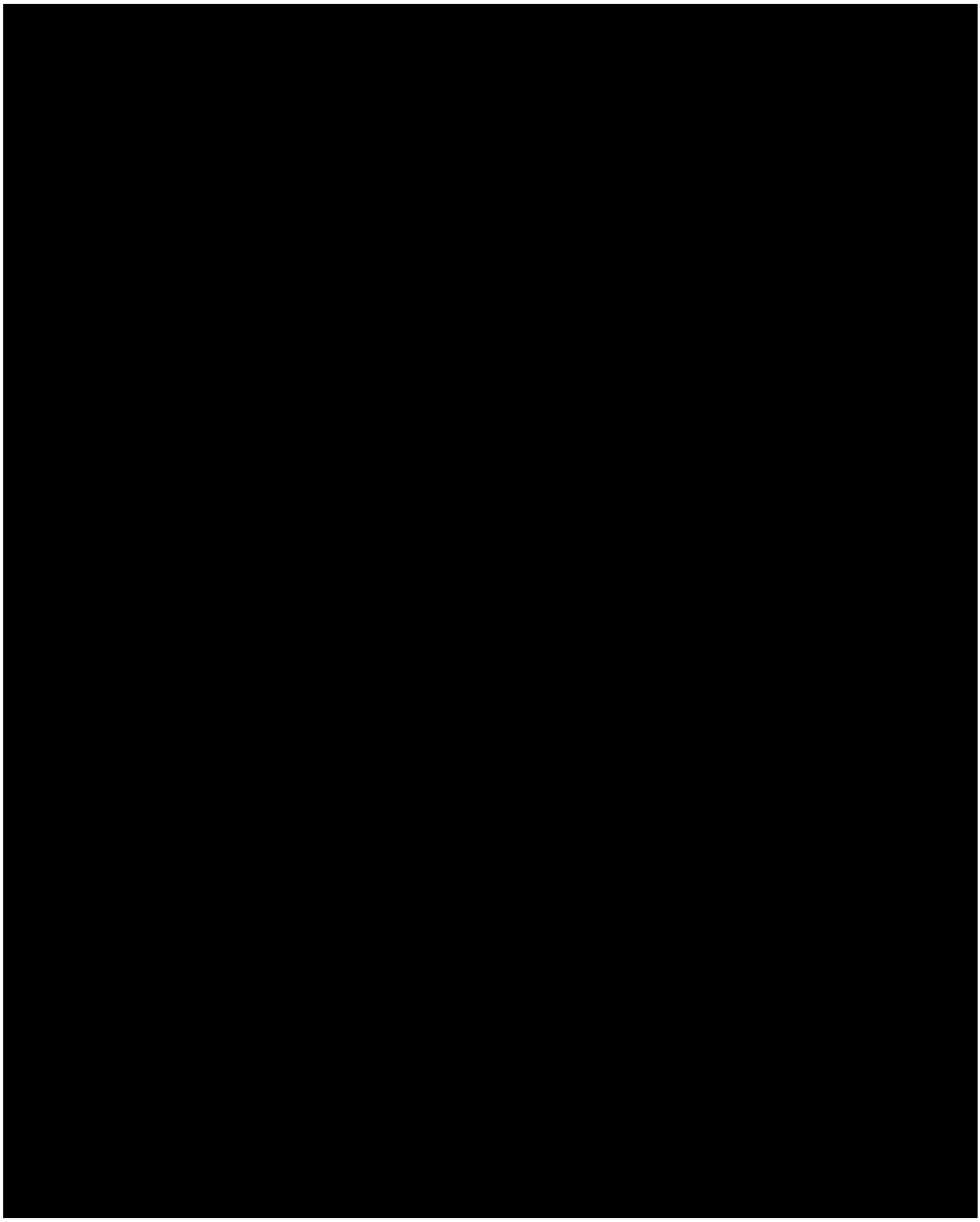
9. [redacted]

10. [redacted]

11. Certain Care Everywhere Customers are governmental bodies (e.g. a military body or administrative subdivision) of sovereign nations and are prohibited from sharing patient information except in certain circumstances, i.e. where the recipient meets certain security requirements such as secret clearance, specific certifications, or adherence to certain federally government mandated standards (each such customer, a "Qualifying Government Customer"). Upon the request of a Qualifying Government Customer, Epic [redacted] will discuss whether it is appropriate to grant the Qualifying Government Customer [redacted] uirements of these Rules of the Road, including without limitation Section 6. [redacted] A list of Qualifying Government Customers who have received exceptions under this Section 11 will be posted on Epic's user web site for use of Care Everywhere. The terms of this Section 11 are not intended to limit or otherwise affect the process for cross-border data transfers described in Section 7.

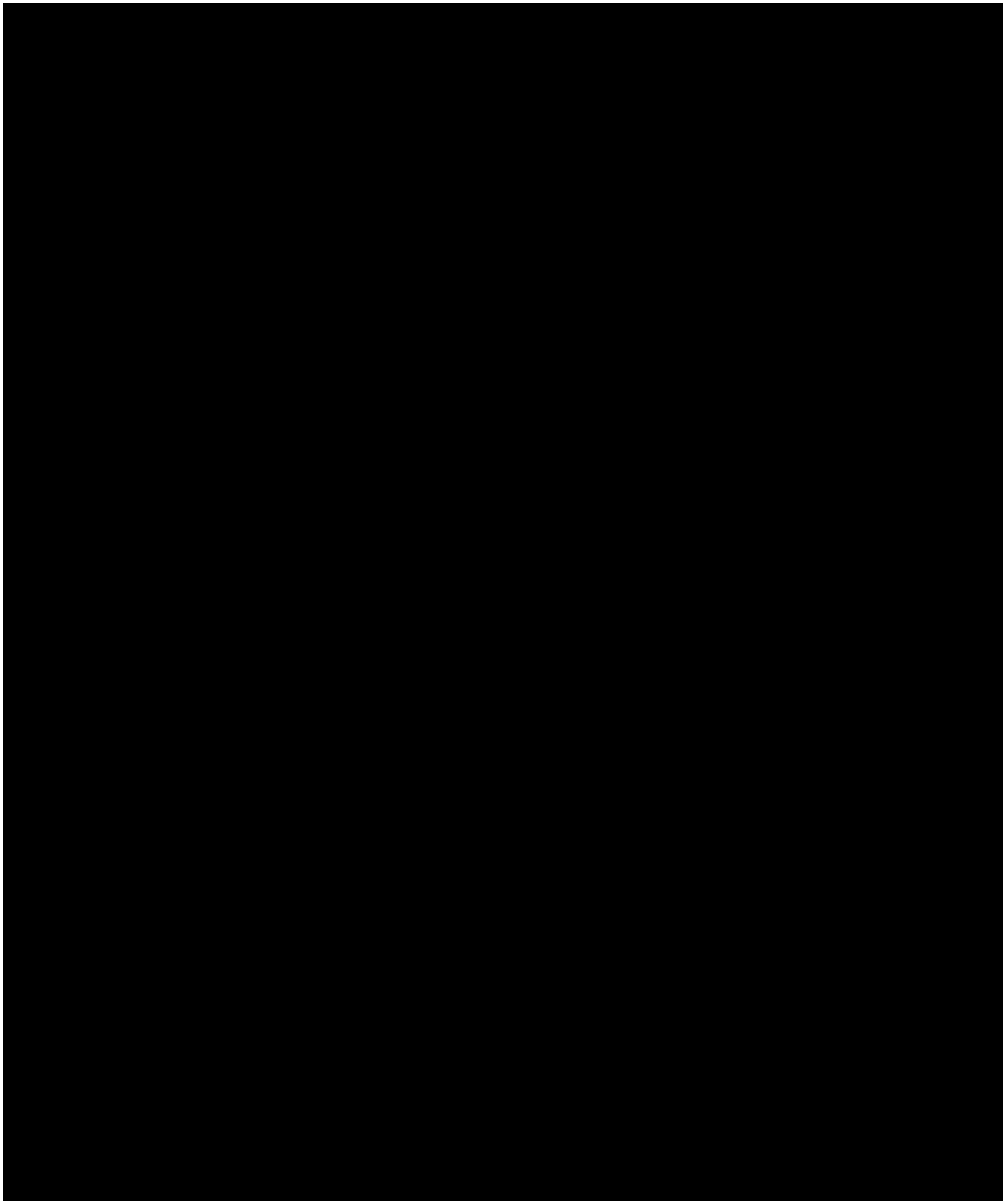
12. [redacted]

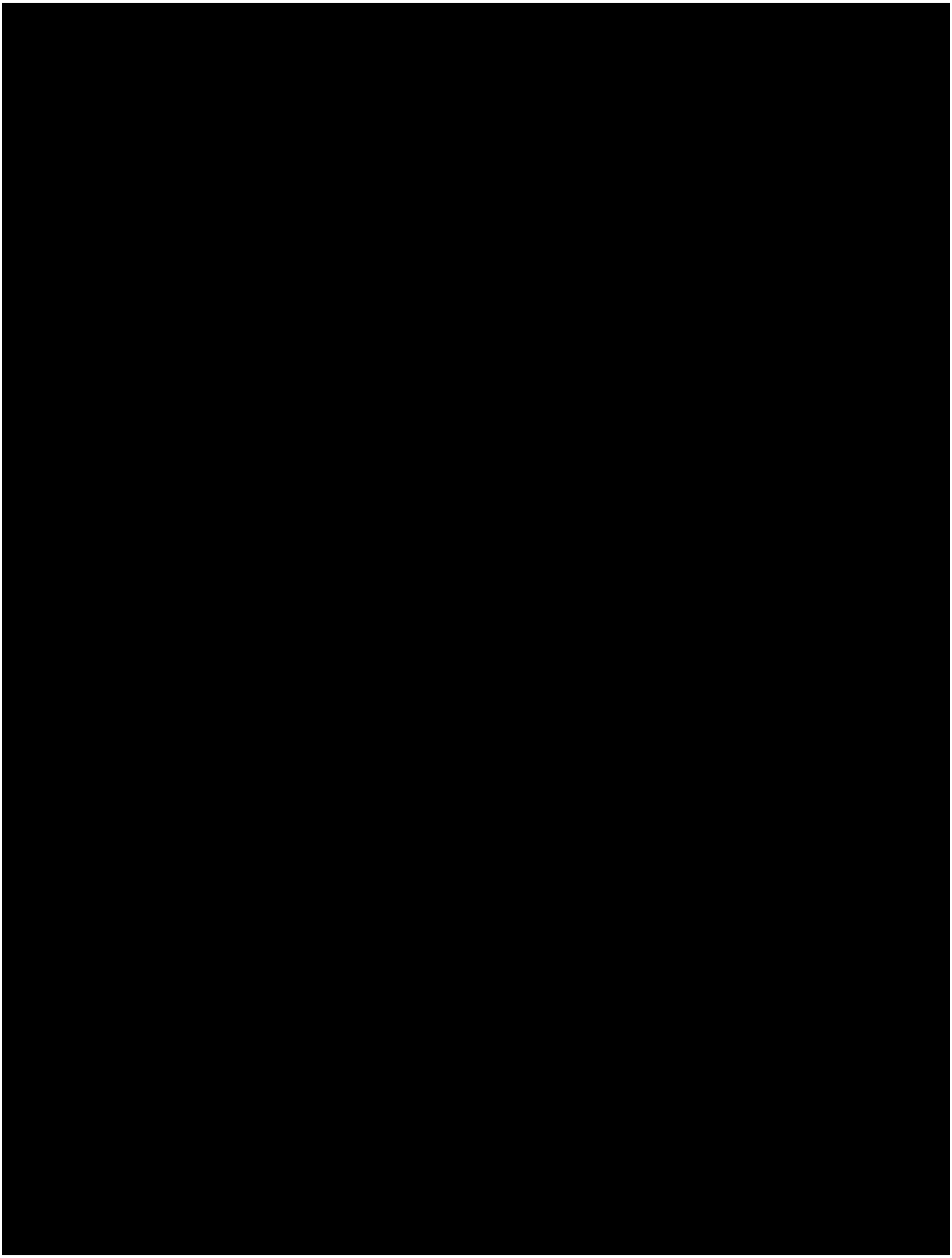
13.



Appendix 1 to the Rules of the Road for Care Everywhere Network

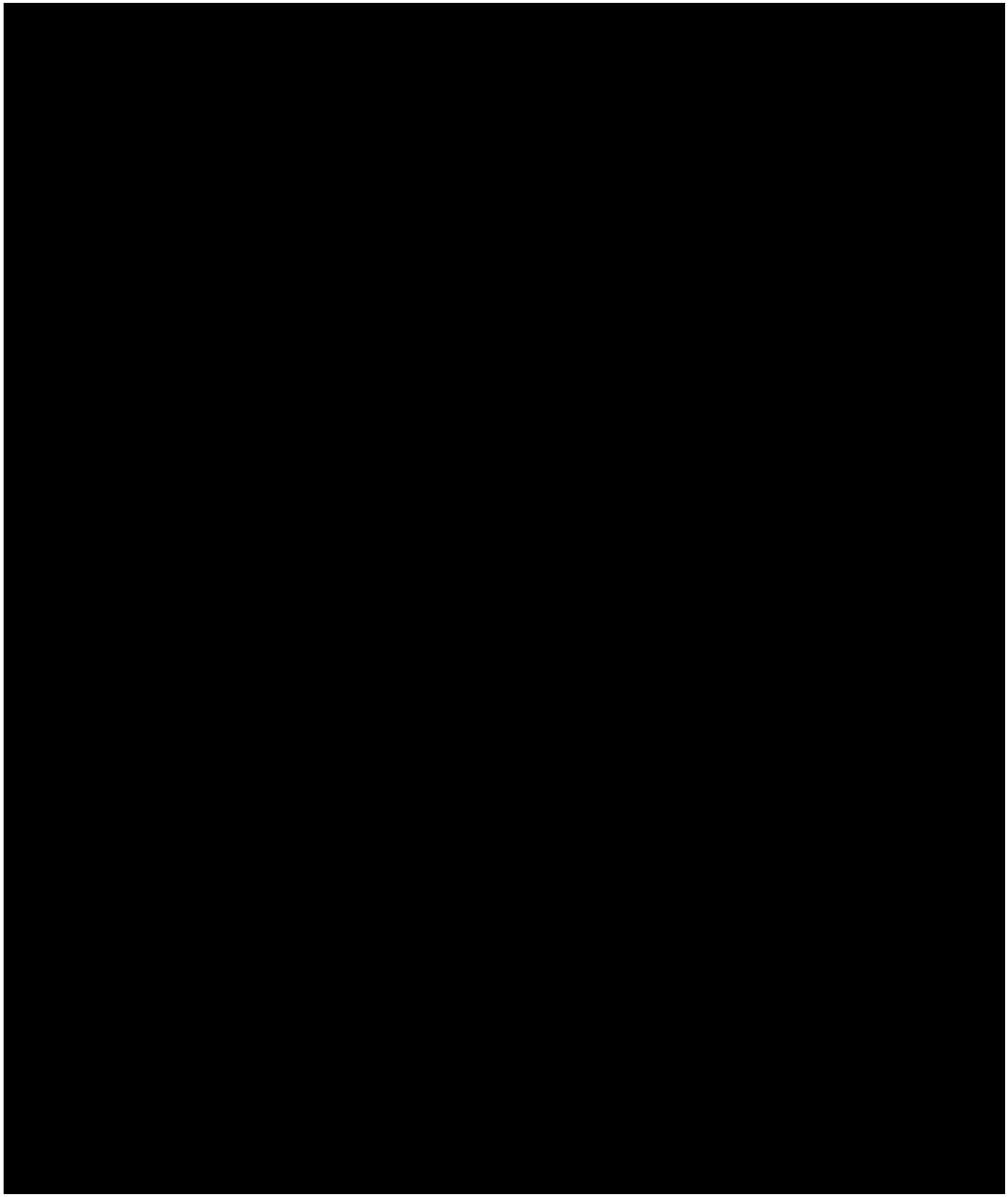
Provisions Specific to Organizations Located in the Netherlands

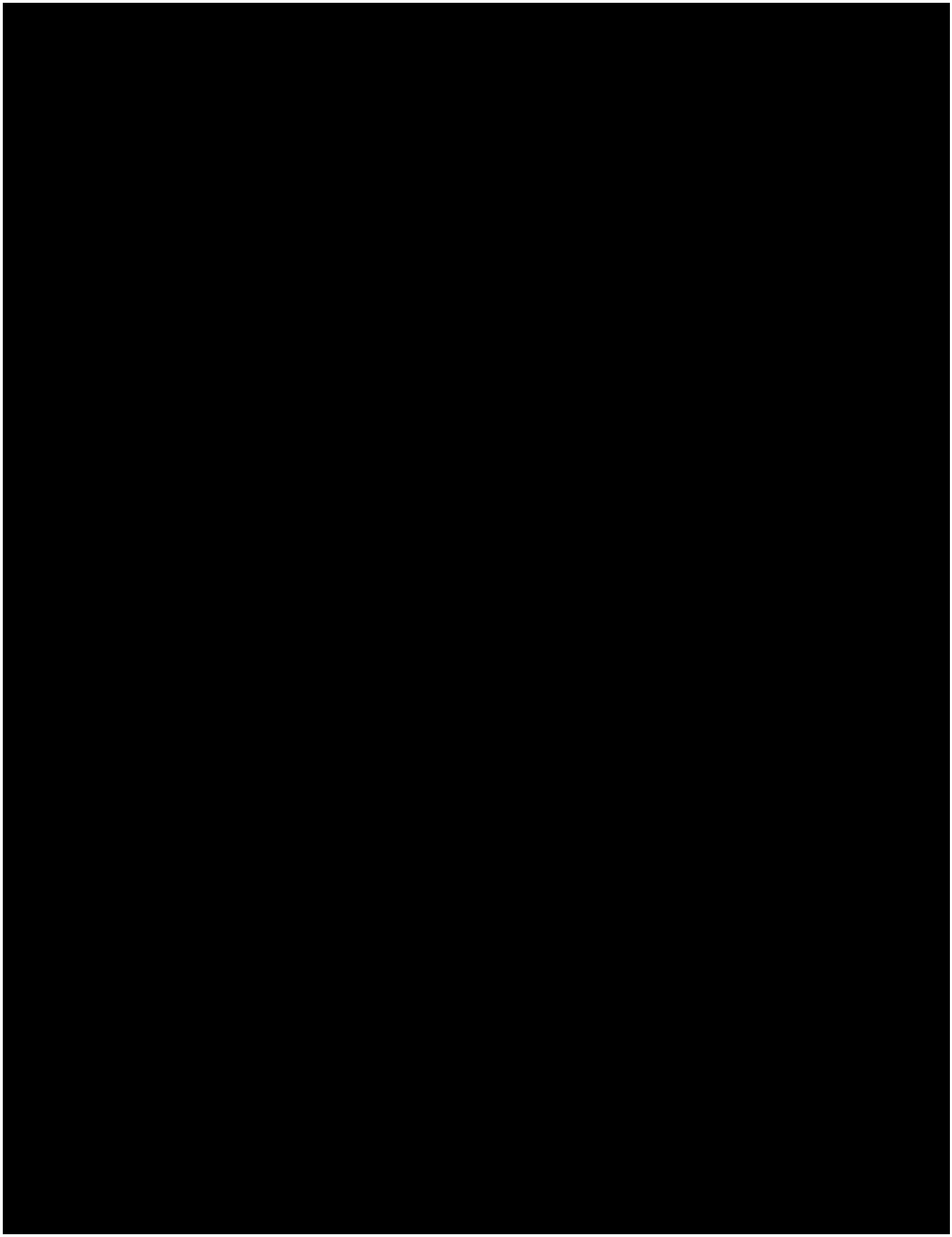


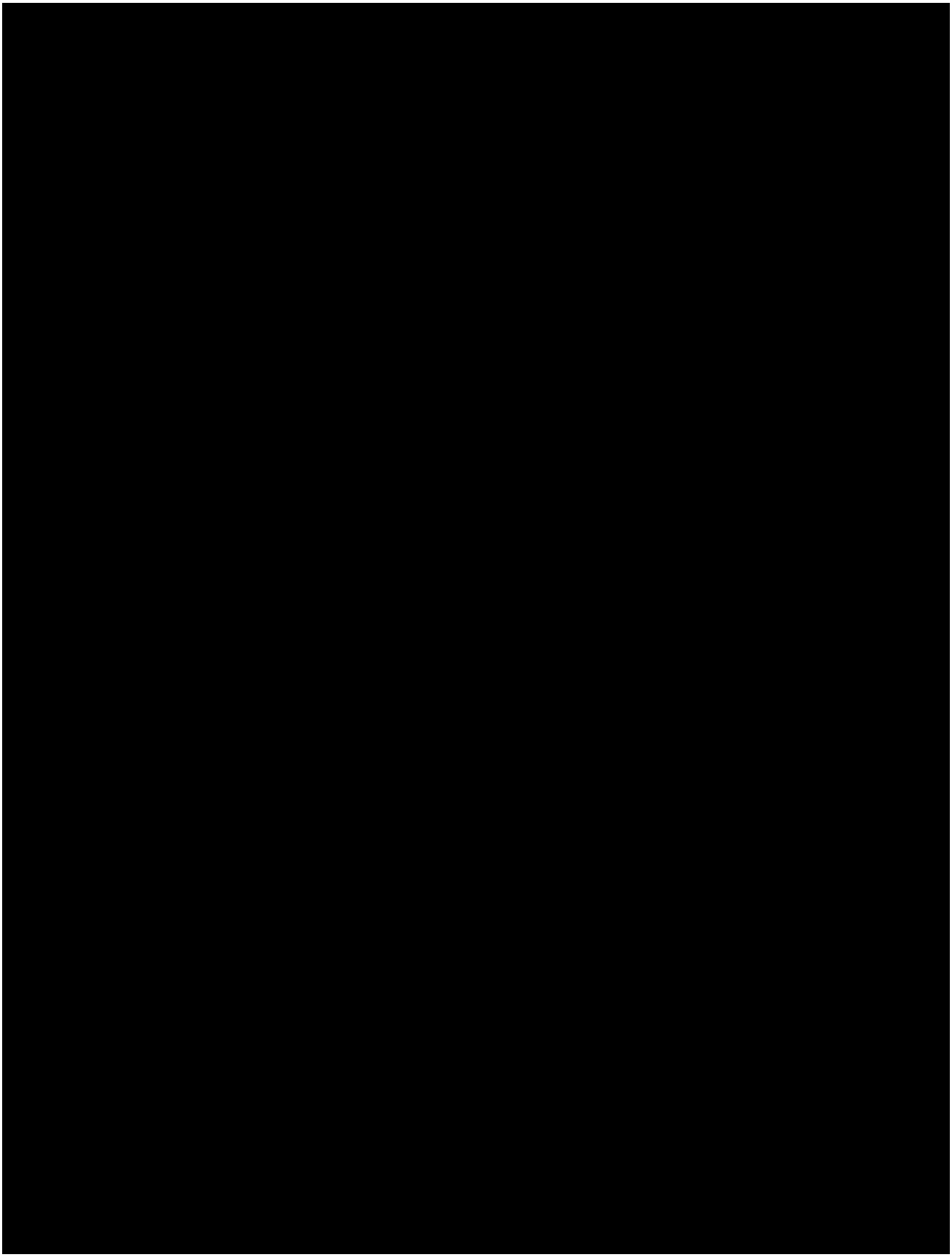


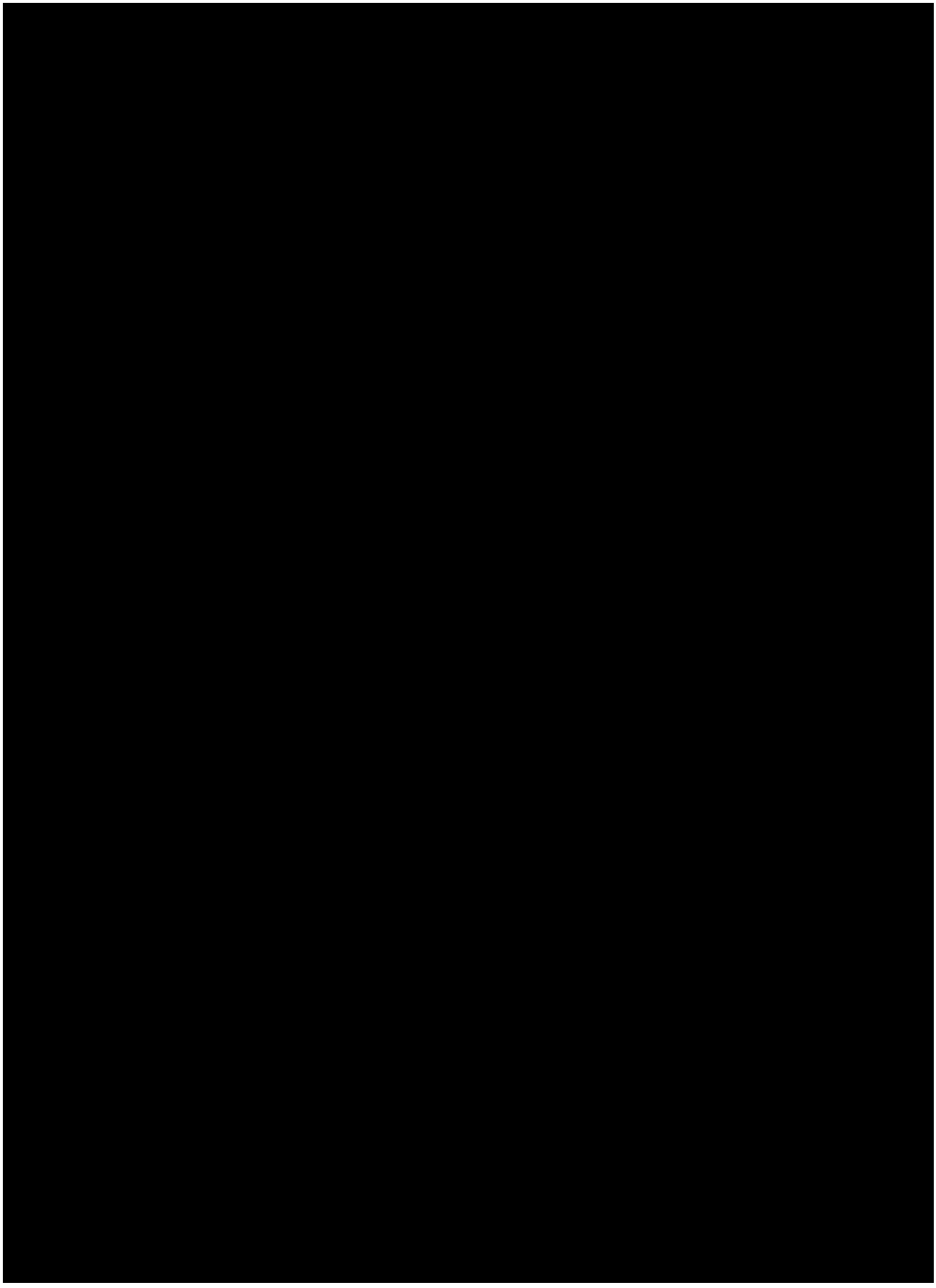
Schedule 1

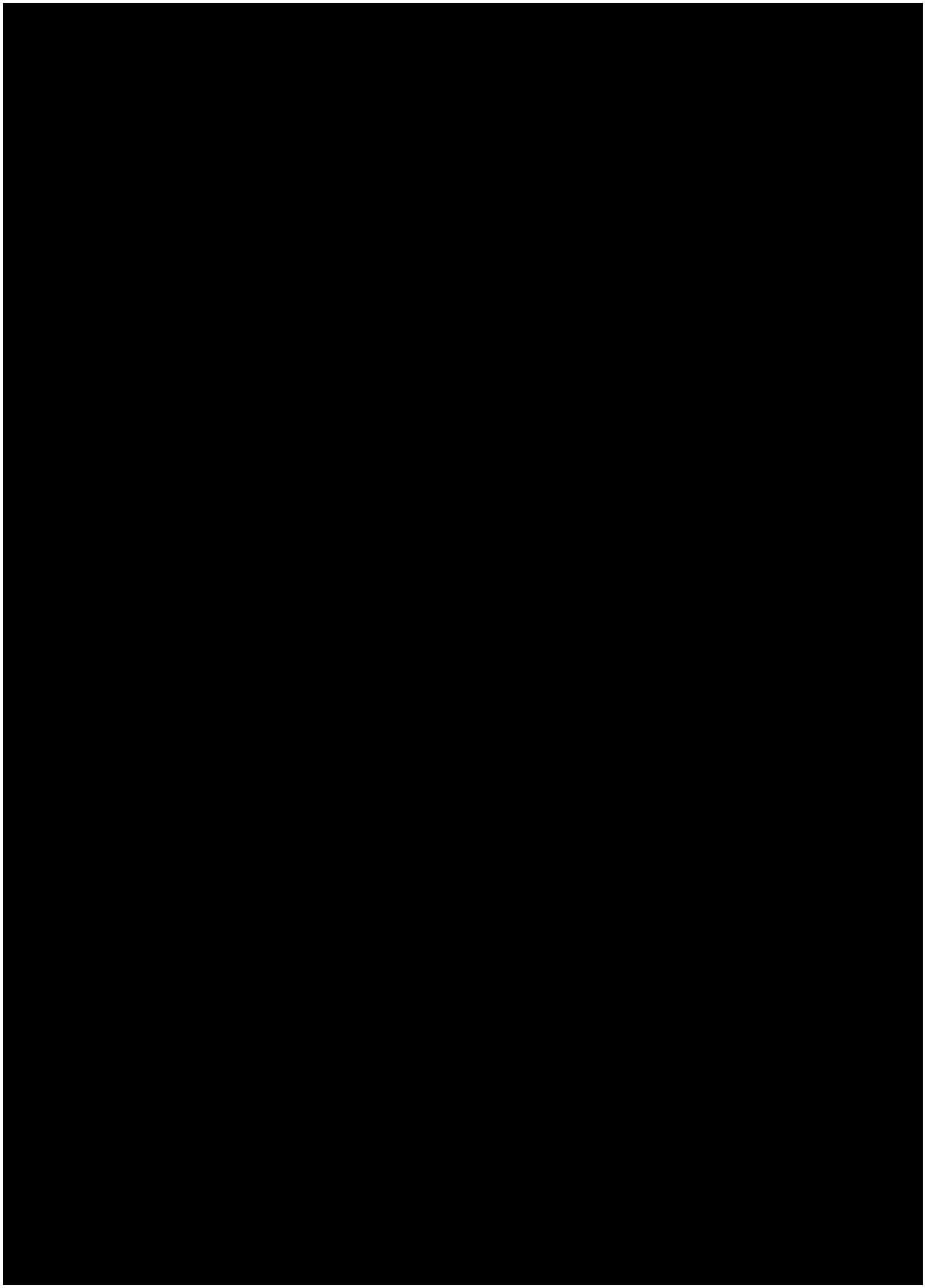
Operating Procedures of the Care Everywhere Governing Council

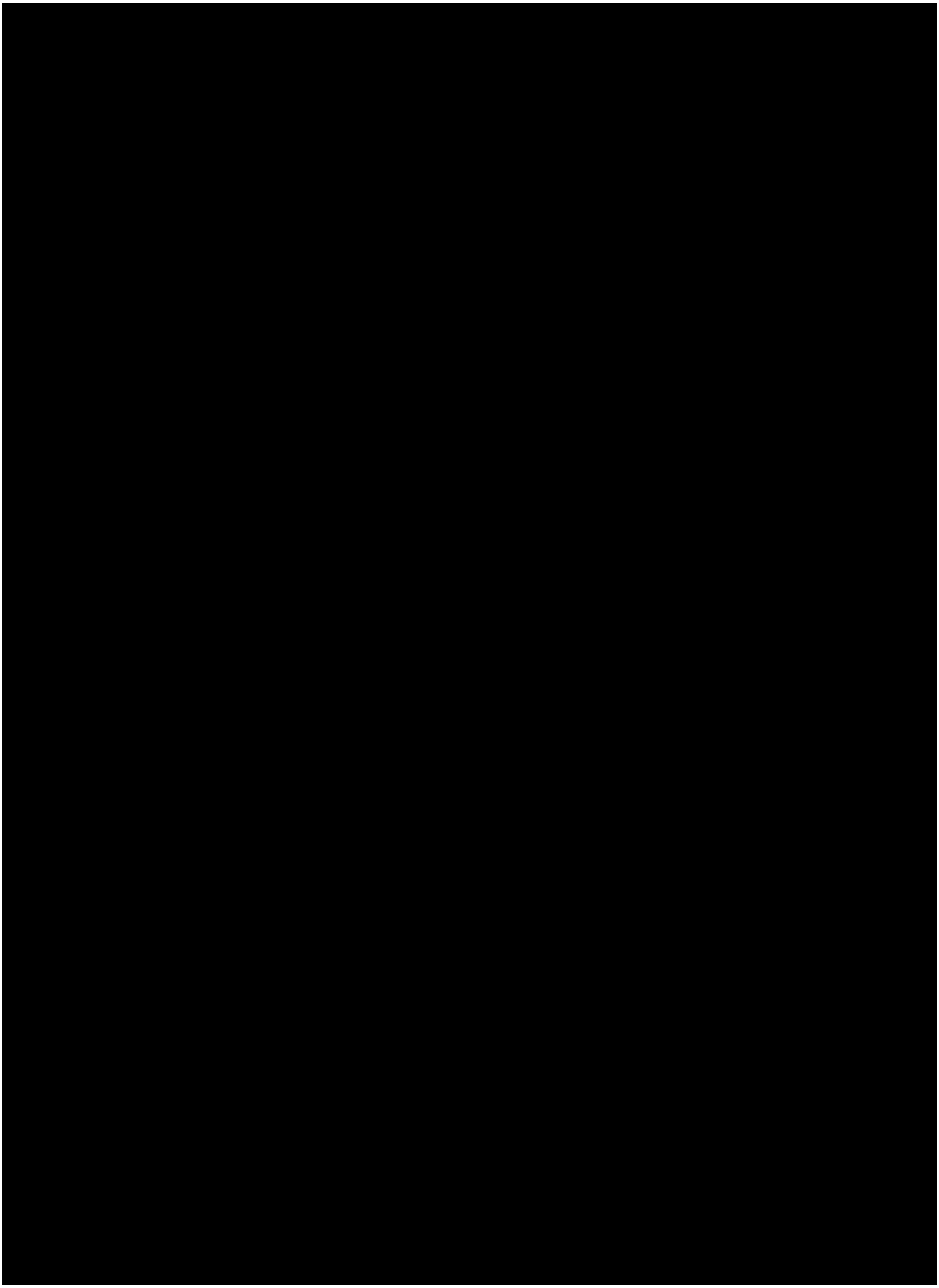


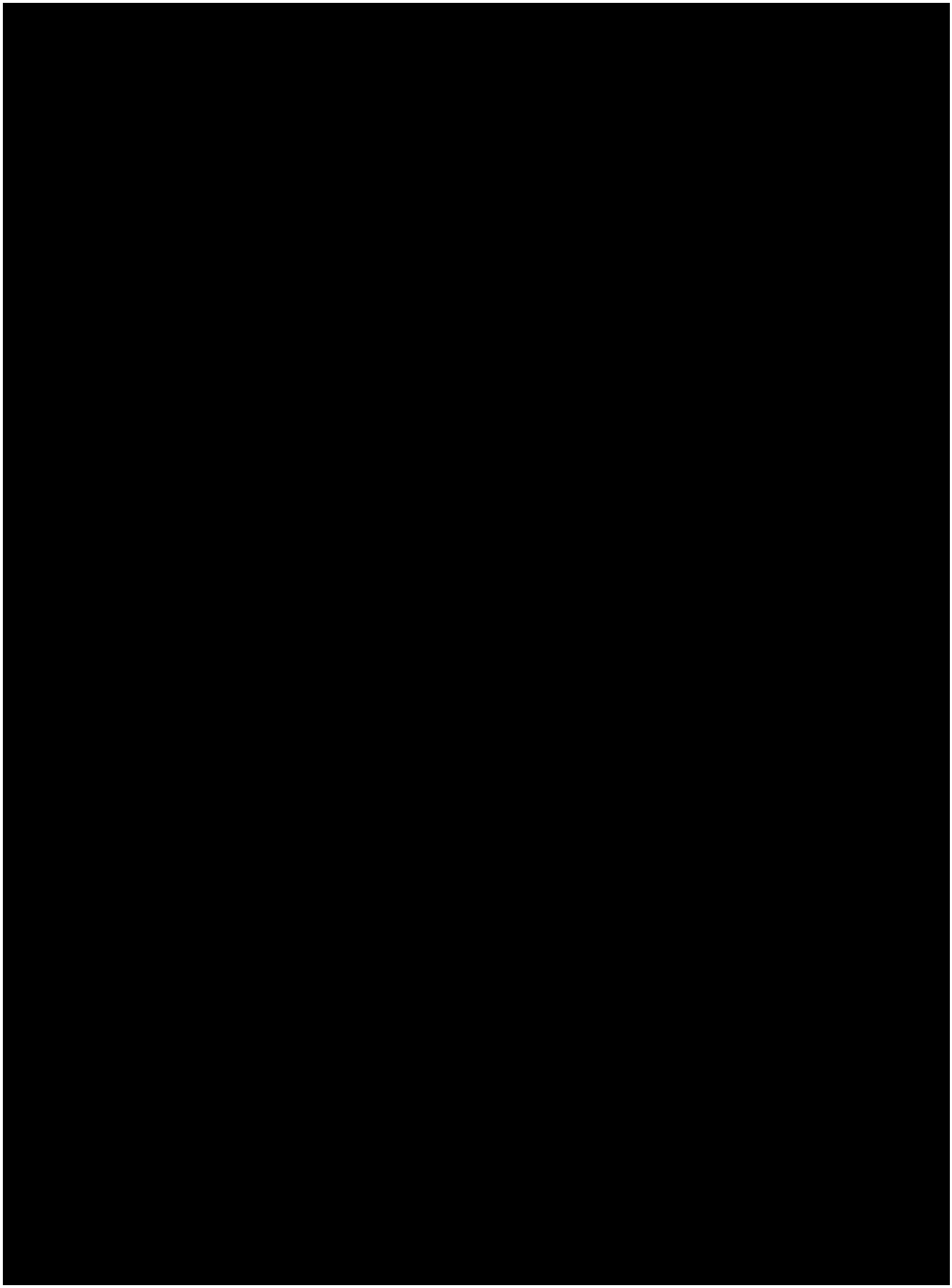


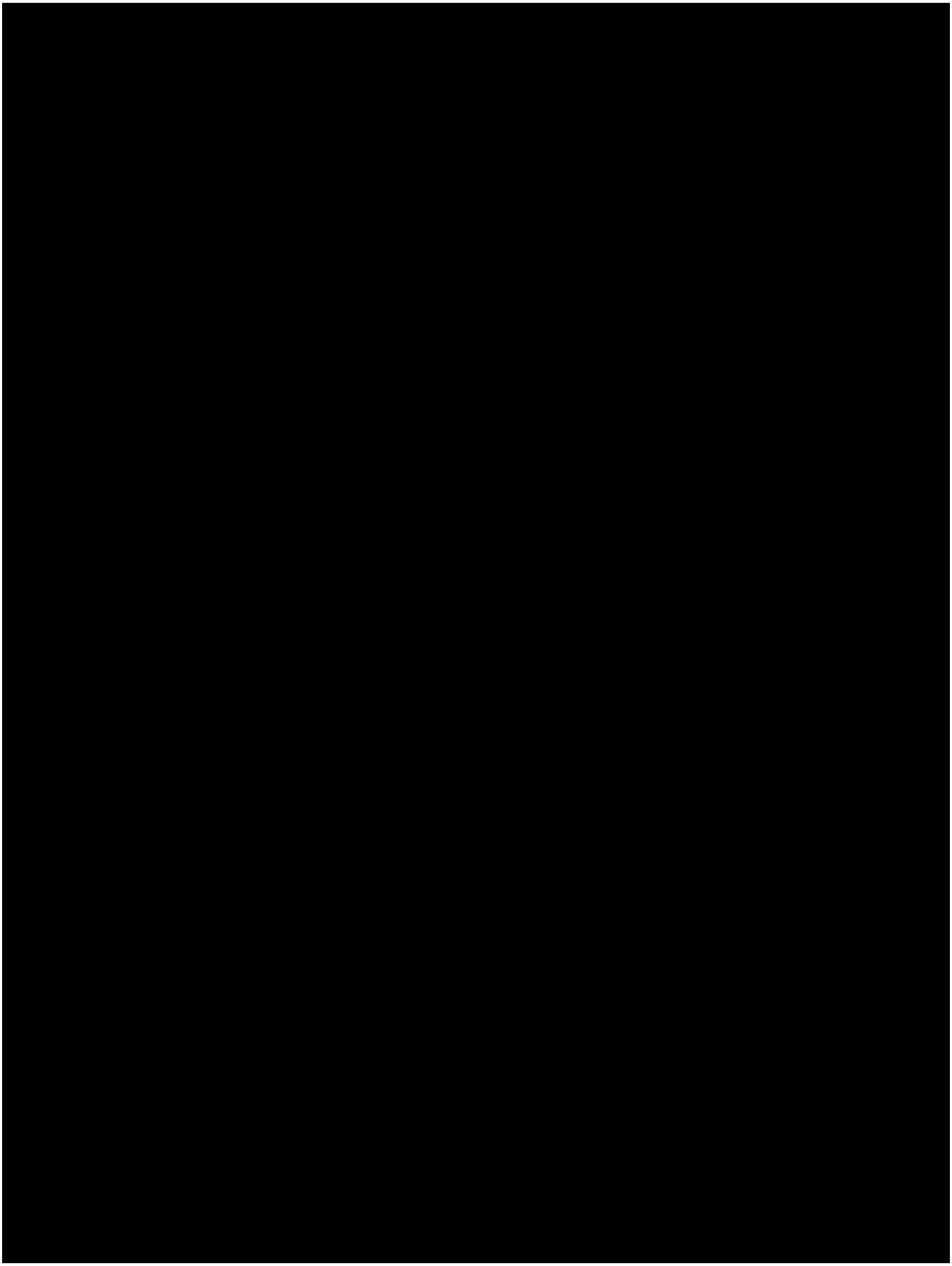


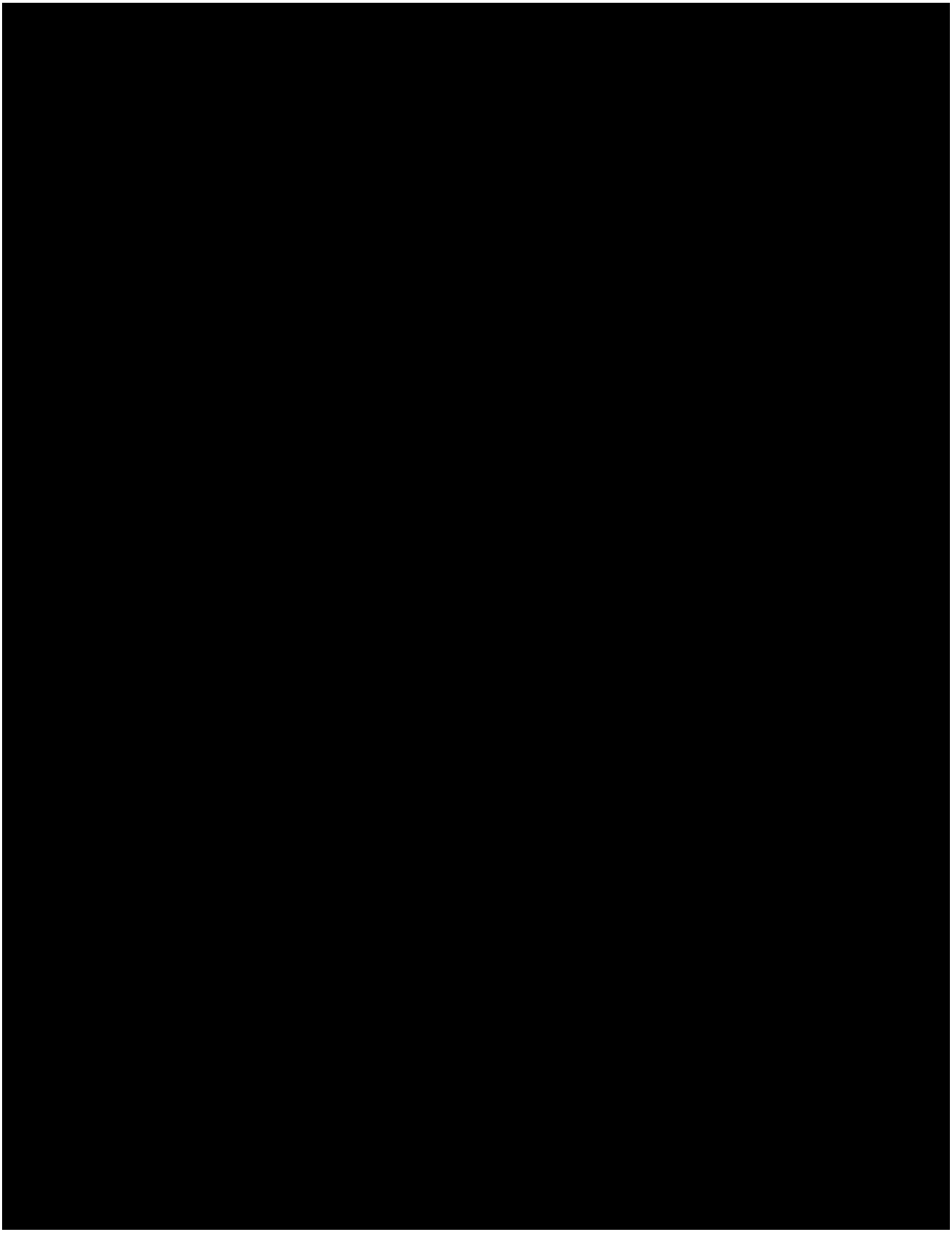


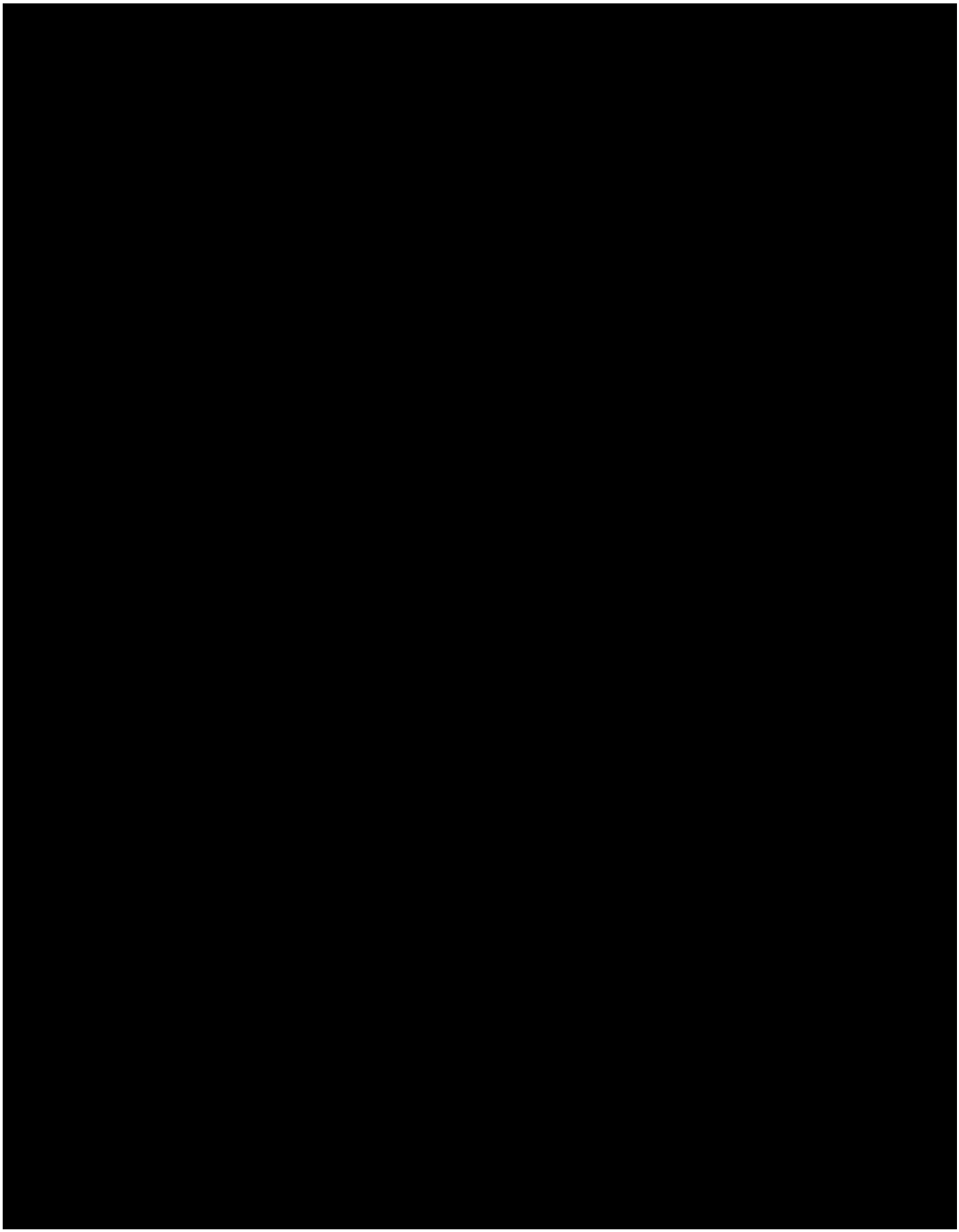




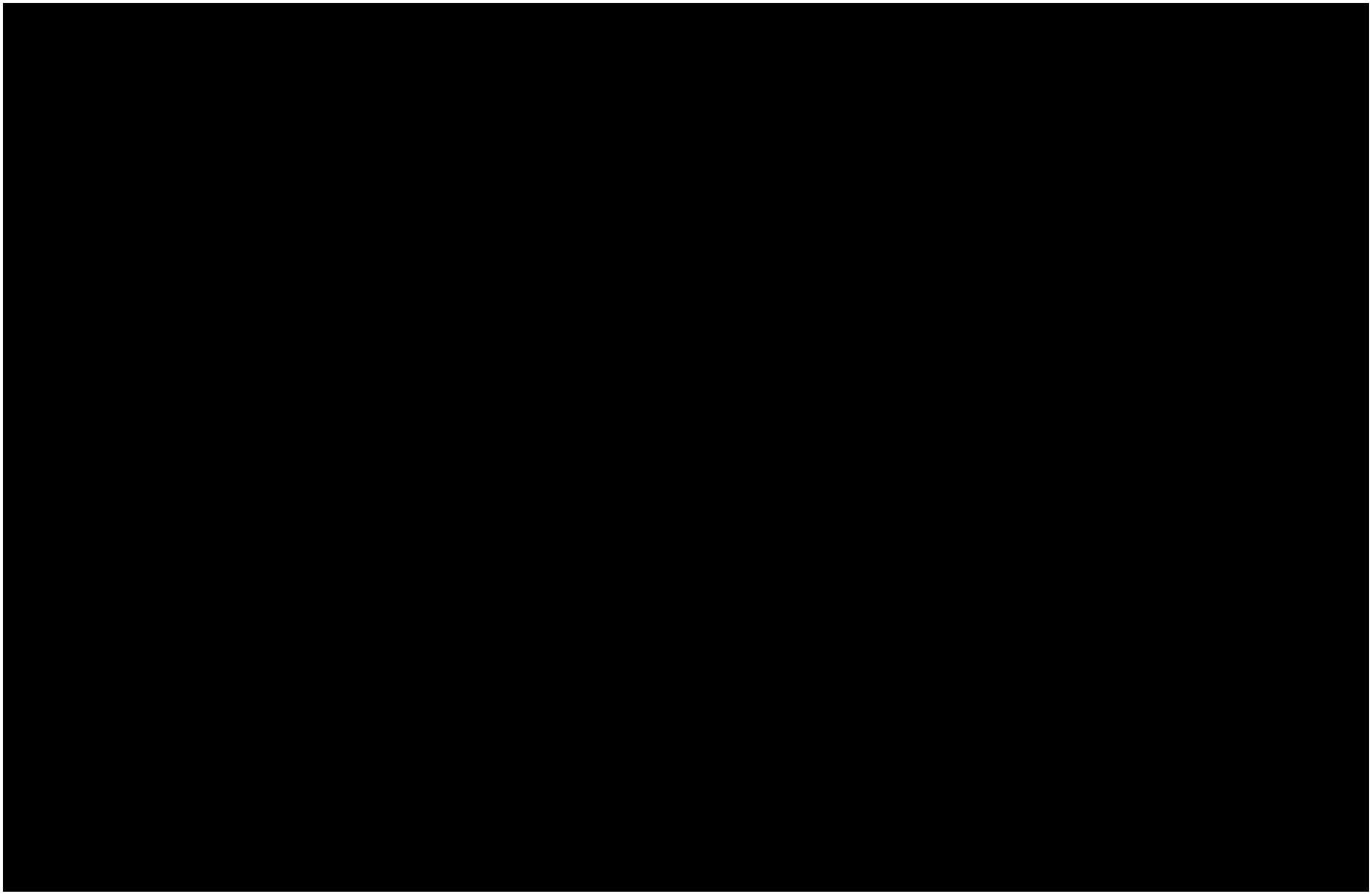






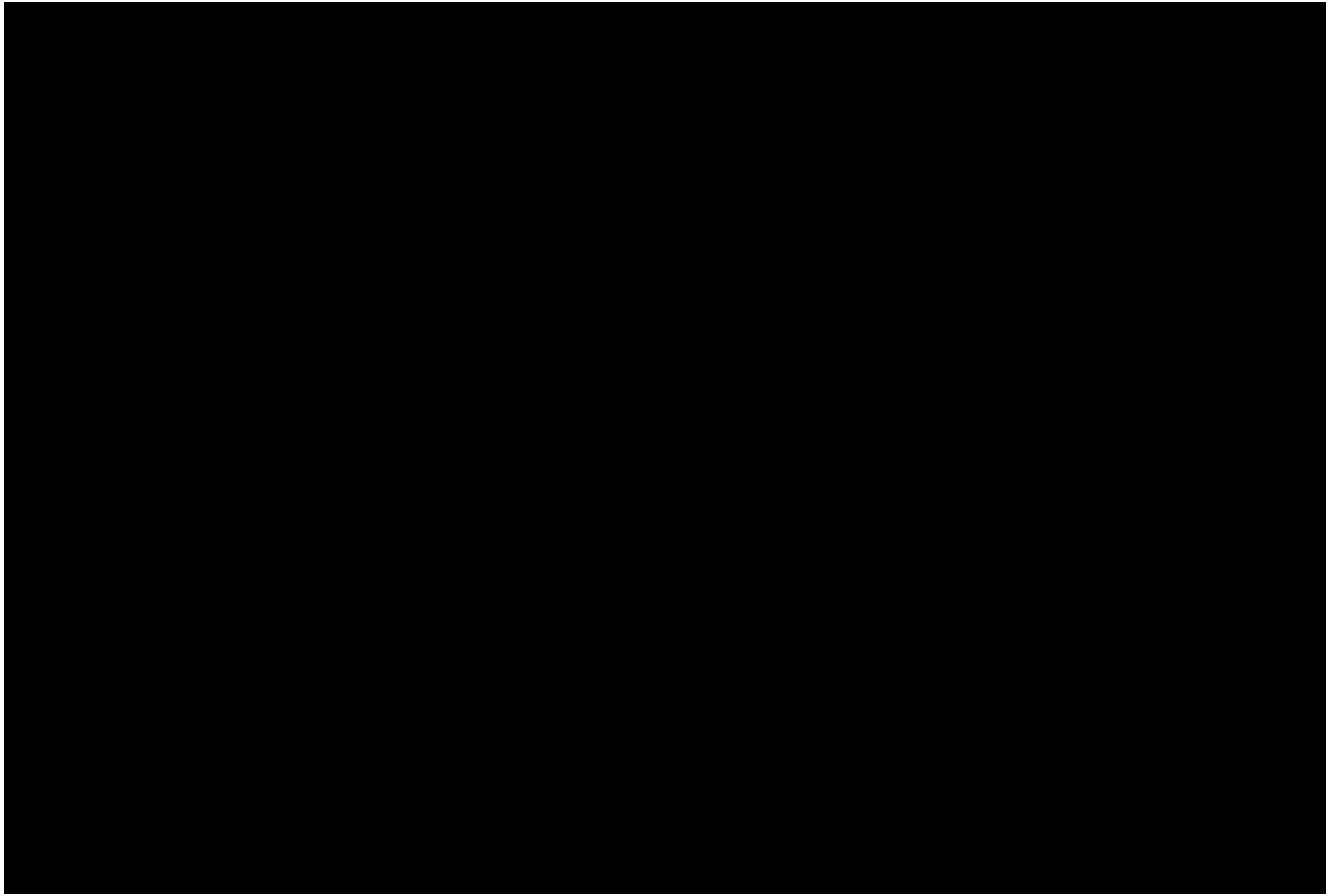


Attachment A
Care Everywhere Grievance Process Flow Diagram



Attachment B

Care Everywhere Grievance Claim Form



Attachment C

Care Everywhere Review Standards and Sanctions

Summary of Recommendations (full explanation below)

- **Review Standards**

[redacted]

- **Sanctions**

[redacted]

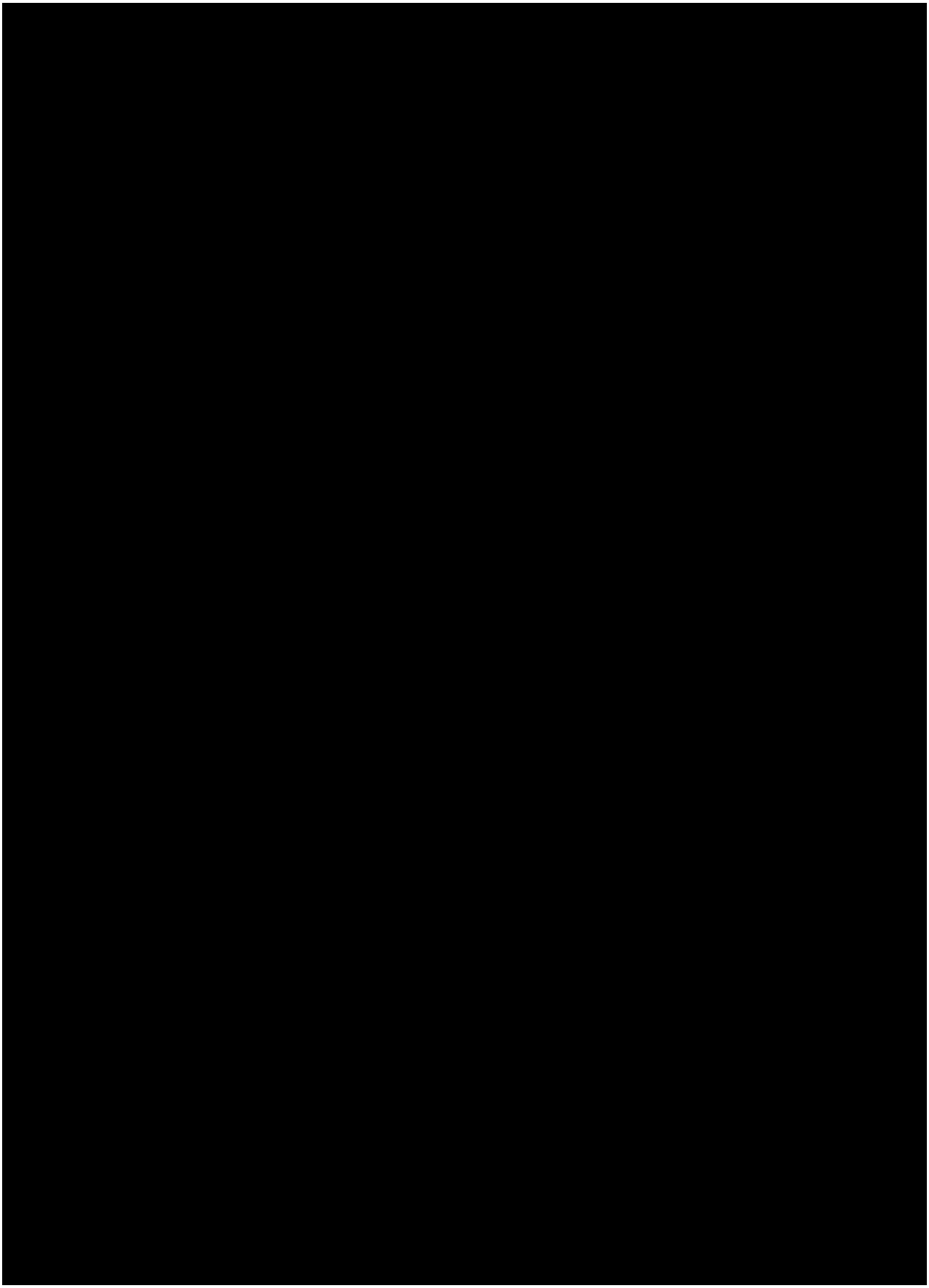
A. **Review Standards** – In order to ensure consistency and fairness in the grievance process, [redacted] will apply the following standards in deciding g appeals.

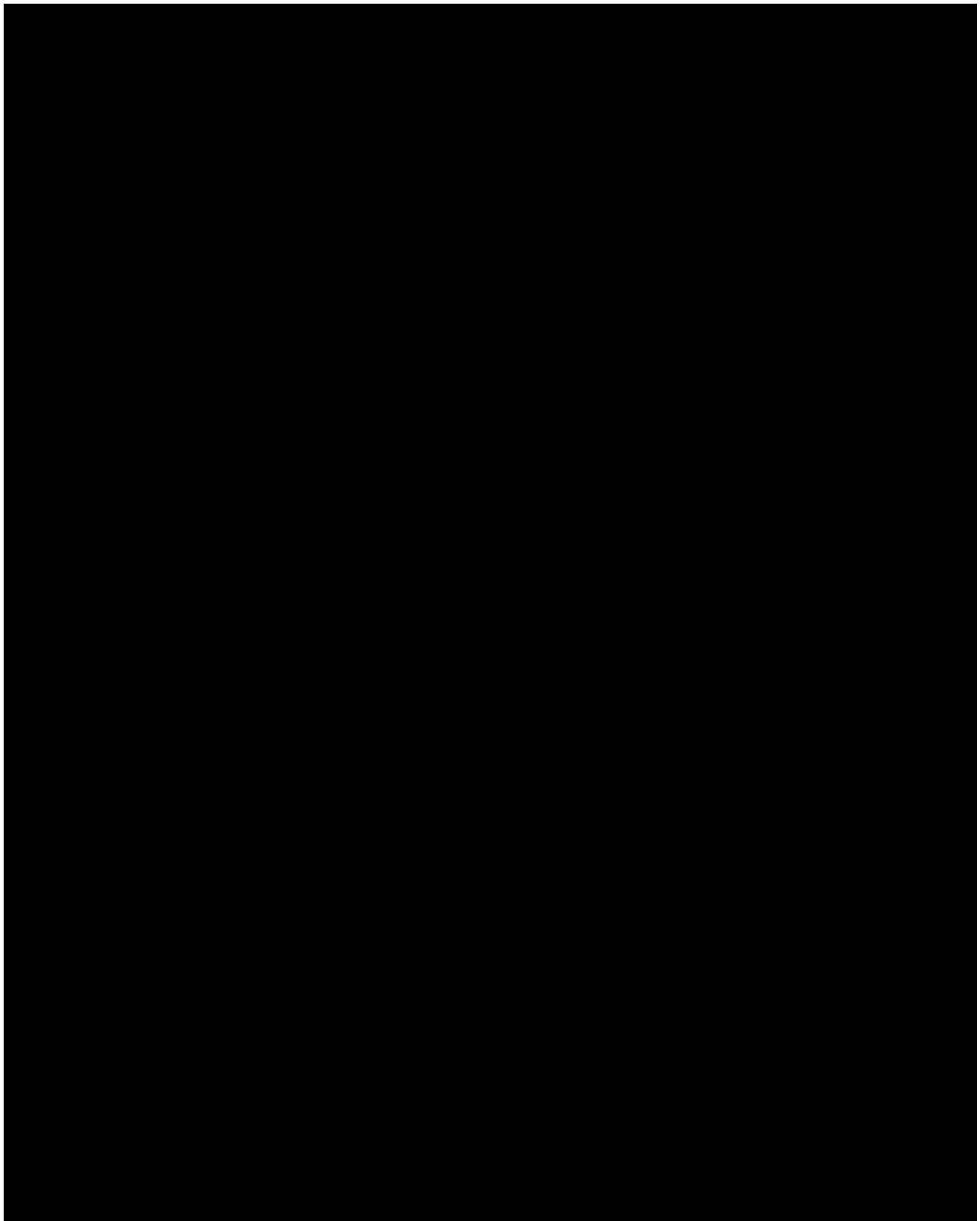
[redacted]

[redacted]

B. **Sanctions** – Although the facts and circumstances giving rise to each grievance will be unique, the guidelines below are intended to promote fairness and consistency to the extent possible in sanction decisions as they are made over time in response to various grievances.

[redacted]





Attachment D

Care Everywhere Grievance Appeals Process Flow Diagram

Carequality Addendum

Epic's Care Everywhere application ("Care Everywhere") allows Epic customers to exchange patient data with other Epic customers that also license Care Everywhere and to exchange continuity of care information meeting the supported form with organizations that are not using Epic software. Epic has entered into an arrangement with Carequality that allows Care Everywhere users to exchange patient data with other participants in Carequality (each, a "Carequality Participant") using the Carequality framework. The following provisions apply to Your use of Care Everywhere – Carequality Exchange (the "Carequality Functionality") to enable such exchanges.

1. Termination. [redacted]

2. Requirements.

[redacted]

[redacted]

3. Escalation and Indemnification.

[redacted] Therefore, to the extent permitted by the law applicable to You, You agree to hold harmless, indemnify, and defend Epic and its officers, employees, contractors, and agents (collectively the "Indemnitees") from and against any Claim brought by any other Implementer, Carequality Connection, End User, or any of Your or their patients asserted against the Indemnitees or any of them, arising out of, or in any way connected with the Carequality Functionality, including without limitation claims based on an Indemnitee's negligence. For purposes of this Section 3(b) of this Addendum, "Claim" means a claim, damage, liability, claim of loss, lawsuit, cause of action, or other claim and includes without limitation, reasonable attorneys' fees. End User as used in this Section 3(b) is as defined in the Carequality Connection Terms.

Exhibit 1

Carequality® Connection Terms

As used herein, "Organization" refers to the Carequality Connection upon which these Carequality Connection Terms are binding and "Sponsoring Implementer" refers to the party that is imposing these Carequality Connection Terms on Organization. Organization and Sponsoring Implementer may be referred to in this Agreement as a "Party" or referred to collectively as "Parties."

1. ***Definitions***: As used herein, the following terms have the following meanings:

1.1. Adverse Security Event: The unauthorized acquisition, access, disclosure, or use of individually identifiable health information (as defined in the HIPAA Regulations) while such information is being transmitted between Implementers or Carequality Connections as specified by a Carequality Implementation Guide and pursuant to a valid CCA or Carequality Connection Terms, as applicable, but shall not include (i) any unauthorized acquisition, access, disclosure or use of encrypted data; (ii) any unintentional acquisition, access, disclosure, or use of health information if (I) such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment, or other professional relationship if not an employee, of an End User; and (II) such health information is not further acquired, accessed, disclosed or used by the End User; or (iii) any acquisition, access, disclosure or use of information that was not directly related to use of the Carequality Elements or this Agreement.

1.2. Applicable Law: (i) If Organization is not a Federal agency, all applicable statutes and regulations of the State(s) or jurisdiction(s) in which Organization operates, as well as all applicable Federal statutes, and regulations; or (ii) if Organization is a Federal agency, all applicable Federal statutes, regulations, standards and policy requirements.

1.3. Business Associate: An organization that is defined as a "business associate" in 45 C.F.R. §160.103 of the HIPAA Regulations.

1.4. Business Day(s): Monday through Friday excluding federal or state holidays.

1.5. Carequality Connection: Any organization that appears in the Carequality Directory and is not an Implementer. Each Carequality Connection is allowed to be listed in the Carequality Directory by exactly one Implementer per Carequality Use Case. The Carequality Connection must be in a legally recognized business relationship with the Implementer that lists the Carequality Connection, although the details of such relationship may vary depending on the Implementer.

1.6. Carequality Connection Terms: An agreement between the Sponsoring Implementer and Organization which, at a minimum contains the terms set forth in this document.

1.7. Carequality Directory: A set of information that includes entries for all organizations who have been accepted as Carequality Implementers, along with those organizations' Carequality Connections which serves as the definitive reference for identifying those organizations who are valid participants in exchange activities through the Carequality Elements, and for obtaining the information needed to establish technical connectivity with such organizations.

1.8. Carequality Elements: Those elements that have been adopted by Carequality to support widespread interoperability among Implementers including, but not limited to, the Carequality Connected Agreement, the Carequality Connection Terms, the Carequality Directory, Implementation Guides, and the Carequality Policies.

1.9. Carequality Policies: Those policies and procedures adopted by Carequality which are binding on Carequality, Implementers, Carequality Connections or all of them.

1.10. Carequality Use Case: A combination of a set of functional needs and a particular technical architecture for addressing those needs, for which the Carequality Steering Committee ("Steering Committee") has adopted an Implementation Guide.

1.11. Confidential Information: Proprietary or confidential materials or information of a Discloser in any medium or format that a Discloser labels as such upon disclosure or given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. With respect to Carequality, Confidential Information also includes those components of the Carequality Elements that the Carequality Steering Committee determines should be labeled Confidential. Notwithstanding any label to the contrary, Confidential Information does not include any Contribution (even if included in a Carequality Element); any information which is or becomes known publicly through no fault of a Recipient; is learned of by a Recipient from a third party entitled to disclose it; is already known to a Recipient before receipt from a Discloser as documented by the Recipient's written records; or, is independently developed by Recipient without reference to, reliance on, or use of, Discloser's Confidential Information.

1.12. Contribution: Any submission by a Discloser to Carequality intended by the Discloser to be considered for inclusion in any of the Carequality Elements, including comments submitted on any media, oral discussions at meetings of any work group, committee or sub-committee or other types of submissions.

1.13. Covered Entity: An organization that is defined as a "covered entity" in 45 C.F.R. §160.103 of the HIPAA Regulations.

1.14. Discloser: The Party that discloses Confidential Information to a Recipient.

1.15. Dispute: Any controversy, dispute, or disagreement arising out of or relating to the interpretation or implementation of the Carequality Elements.

1.16. End User: An individual or program generating a request for information, responding to a request for information, publishing information to a list of recipients or receiving published information through the Carequality Elements.

1.17. Exchange Activity: Any use of the capability provided or supported by the Carequality Elements to exchange information among Implementers or their Carequality Connection.

1.18. Governmental Entity: A local, state or Federal agency.

1.19. HIPAA Regulations: The Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date of this Agreement and as may be amended, modified, or renumbered.

1.20. Implementation Guide: A guide adopted by Carequality that sets forth the technical specifications and additional business rules that apply to Implementers and Carequality Connections who declare support for a specific Carequality Use Case. Additional business rules will include, but not be limited to, permitted purposes for the Carequality Use Case, roles associated with the Carequality Use Case and specifications on compliance with Section 8 of this Agreement ("Non-Discrimination").

1.21. Implementer: An organization that has signed the Carequality Connected Agreement and been accepted as such by Carequality.

1.22. Organization Business Rule: A data sharing restriction that Organization has adopted for itself and its End Users. An Organization Business Rule may only be based on a policy decision that Organization has made with respect to the handling of patient data identified as clinically or legally sensitive, or to the consent or authorization that is required to share data with other Implementers and Carequality Connections. It is not necessary that the Organization Business Rule be required by Applicable Law or be based on Applicable Law.

1.23. Recipient: The Party that receives Confidential Information from a Discloser.

1.24. Sponsoring Implementer: The Party that has signed the CCA and agreed to comply with its terms as a Carequality Implementer. This term is used to distinguish the specific organization that is a Party to this Agreement from other Implementers, and applies to that Party both during the period in which it is seeking to attain Implementer status, and after it is accepted as an Implementer.

1.25. Sponsoring Implementer Business Rule: A data sharing restriction that Sponsoring Implementer has adopted for itself and its customers, participants or other constituent entities. A Sponsoring Implementer Business Rule may only be based on a policy decision that Sponsoring Implementer has made with respect to the handling of patient data identified as clinically or legally sensitive, or to the consent or authorization that is required to share data with other Implementers and Carequality Connections. It is not necessary that the Sponsoring Implementer Business Rule be required by Applicable Law or be based on Applicable Law.

2. ***Recognition of Organization as Carequality Connection.*** Upon Sponsoring Implementer determining to its satisfaction that Organization has met the requirements to be a Carequality Connection, and Sponsoring Implementer's inclusion of Organization in the Carequality Directory, Organization shall be recognized as a Carequality Connection, subject to all obligations, terms and conditions contained herein and entitled to all rights and benefits conferred upon Carequality Connections including, but not limited to, inclusion in the Carequality Directory.

3. ***Suspension and Termination***.

3.1. Suspension. Sponsoring Implementer or Carequality may suspend Organization's ability to participate in any exchange activity under the Carequality Connection Terms in the event that Sponsoring Implementer or Carequality determines, following completion of a preliminary investigation, that (i) Organization has breached a material provision of these Carequality Connection Terms and failed to cure such breach within fifteen (15) days or such other period of time that the Parties have agreed to, of receiving notice of same; or (ii) there is a substantial likelihood that Organization's acts or omissions create an immediate threat or will cause irreparable harm to another Party, an Implementer, Carequality Connection, End User or individual (collectively, a "Threat Condition"). Organization may provide notice to Sponsoring Implementer that it wishes to temporarily remove itself from the Carequality Directory in the event that Organization or any of Organization's End Users cannot comply with these Carequality Connection Terms.

3.2. Termination. Sponsoring Implementer may terminate Organization's status as a Carequality Connection with immediate effect by giving notice to Organization if: (i) Organization is in material breach of any of these Carequality Connection Terms and fails to remedy such breach within 30 days after receiving notice of such breach; or (ii) Organization breaches a material provision of these Carequality Connection Terms where such breach is not capable of remedy. Subject to the terms of any agreement between Organization and Sponsoring Implementer, Organization may voluntarily terminate its status as a Carequality Connection at any time by providing written notice to Sponsoring Implementer and to Carequality at least 60 prior to the effective date of the termination. The notice shall indicate the reason(s) for Organization deciding to terminate its status as a Carequality Connection.

4. ***Legal Requirements***. Organization shall, at all times, fully comply with all Applicable Law relating to these Carequality Connection Terms and the use of the Carequality Elements. To further support the privacy, confidentiality, and security of health information exchanged pursuant to the-se Carequality Connection Terms, Organization agrees that when acting as a Carequality Connection, it will comply with the provisions of the HIPAA Regulations that are applicable to Business Associates as a minimum contractual standard of conduct even if Organization is not a Covered Entity, a Business Associate, or a Governmental Entity.

5. ***Compliance with the Implementation Guides and Carequality Policies.*** Organization shall implement and maintain support of at least one Carequality Use Case and shall indicate to Sponsoring Implementer the Organization's role in such Carequality Use Case ("Carequality Use Case Role"). For all Carequality Use Cases supported by Organization, Organization shall comply with all components (unless such components are designated as optional) set forth in the applicable Implementation Guide that apply to (i) the Organization's Carequality Use Case Role or (ii) all Carequality Connections. Organization is encouraged, but not required, to comply with all optional components of the applicable Implementation Guide(s). Organization also agrees that, if it is not in compliance with all applicable components of the Implementation Guide(s) and all Carequality Policies applicable to Carequality Connections, Sponsoring Implementer may exercise its right to suspend Organization in accordance with Section 3.1.

6. ***Non-Discrimination.*** With respect to Implementers and Implementers' Carequality Connections that have implemented the same Carequality Use Case as Organization and Organization's End Users, neither Organization nor its End Users shall unfairly or unreasonably limit exchange or interoperability with such Implementers or their Carequality Connections. Each Carequality Use Case's Implementation Guide will provide specific requirements for compliance with this requirement in the context of that Carequality Use Case.

7. ***Organization Autonomy.*** To the extent that Organization has adopted Organization Business Rules, Organization is permitted to continue acting in accordance with such Organization Business Rules, even if they restrict Organization's ability to support exchange of information with other Implementers or Carequality Connections or to meet the requirements of Section 6 above, provided that Organization applies such Organization Business Rules consistently with respect to other Implementers and Carequality Connections and the Organization Business Rules do not impose conditions that would unfairly or unreasonably limit interoperability.

8. ***Accountability.***

   8.1. Organization Accountability. Organization shall be responsible for any harm to Carequality, its Sponsoring Implementer, other Carequality Connections of its Sponsoring Implementer, other Implementers and their Carequality Connections which harm is caused by Organization's, or its End Users, acts and omissions. Organization shall not be responsible for the acts or omissions of any Implementer or other Carequality Connection. Notwithstanding any provision in this Agreement to the contrary, Organization shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This section shall not be construed as a hold harmless or indemnification provision.

   8.2. Carequality Accountability. Organization will not hold Carequality, or anyone acting on its behalf, including but not limited to members of the Steering Committee, Advisory Council, Dispute Resolution Panel or any work group, or subcommittee, of any of these or Carequality's contractors, employees or agents liable for any damages, losses, liabilities or injuries arising from or related to these Carequality Connection Terms. This section shall not be construed as an indemnification provision.

   8.3. Limitation on Liability**.** Notwithstanding anything in this Agreement to the contrary, in no event shall Carequality's, Sponsoring Implementer's or Organization's total liability to each other and all third party beneficiaries arising from or relating to these Carequality Connection Terms exceed an

aggregate amount equal to three million dollars ($3,000,000), whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if such Party has been apprised of the possibility or likelihood of such damages occurring.

9. ***Dispute Resolution.***

9.1. Organization acknowledges that it may be in its best interest to resolve Disputes between or among Organization, or its End Users, and Carequality, other Implementers or their Carequality Connections through a collaborative, collegial process rather than through civil litigation. Organization has reached this conclusion based upon the fact that the legal and factual issues involved in these Carequality Connection Terms are unique, novel, and complex and limited case law exists which addresses the legal issues that could arise from this Agreement. Organization acknowledges that Carequality has adopted a Dispute Resolution Process which Organization agrees to follow. Further, Organization agrees to use its best efforts to resolve Disputes with Carequality, other Carequality Connections and their Implementers or with another Implementer directly if the Dispute does not involve another Implementers' Carequality Connections, through discussions with those involved in such Dispute before even submitting the Dispute to its Implementer pursuant to the Dispute Resolution Process. If Organization requires assistance in identifying contact information for another Carequality Connection, or an Implementer, it shall seek that assistance from Sponsoring Implementer.

9.2. If, despite using its best efforts, Organization cannot resolve any Dispute through discussions with the other parties involved, then Organization will notify the Sponsoring Implementer of the Dispute and request that the Implementer initiate the Dispute Resolution Process. Organization is required to undertake these efforts in the event of a Dispute before seeking any other recourse.

9.3. Notwithstanding the above, Organization may be relieved of its obligation to participate in the Dispute Resolution Process if Organization (i) believes that another Implementer's or Carequality Connection's act or omission will cause irreparable harm to Organization or another organization or individual (e.g. Implementer, Carequality Connection, End User or consumer) and (ii) pursues immediate injunctive relief against such Implementer or Carequality Connection in a court of competent jurisdiction. Organization must inform its Sponsoring Implementer of such action within two business days of filing for the injunctive relief and of the result of the action within 24 hours of learning of same. If the injunctive relief sought is not granted and Organization chooses to pursue the Dispute, the Dispute must be submitted to the Organizations's Sponsoring Implementer in accordance with the Dispute Resolution Process so that the Sponsoring Implementer can determine next steps.

10. ***Cooperation***. Organization understands and acknowledges that numerous activities with respect to Carequality shall likely involve its Sponsoring Implementer, other Implementers and their Carequality Connections, employees, agents, and third party contractors, vendors, or consultants. To the extent not legally prohibited, Organization shall: (a) respond in a timely manner to inquiries from Carequality, its Sponsoring Implementer, other Implementers or their Carequality Connections about possible issues related to the Carequality Use Case(s) in which Organization is involved; (b) collaboratively participate in discussions coordinated by Carequality to address differing interpretations of requirements set forth in an applicable Implementation Guide(s) prior to pursuing the Dispute Resolution Process; (c) make reasonable efforts to notify its Sponsoring Implementer when persistent and widespread connectivity failures are occurring with its Sponsoring Implementer or with other Implementers or their Carequality Connections, so that all those affected can investigate the problems and identify the root cause(s) of the connectivity failures; (d) work cooperatively, including without limitation facilitating contact with other Implementers or their Carequality Connections, to address the root cause(s) of persistent and widespread connectivity failures; (e) subject to Organization's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable dispute or litigation or protecting Organization's confidential information, provide reasonable information to others in support of

collaborative efforts to resolve issues or Disputes; (f) provide information and other relevant assistance to Sponsoring Implementer in connection with this Section 10; and (g) subject to Organization's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable litigation or protecting Organization's Confidential Information, provide reasonable information to aid the efforts of Organization's Sponsoring Implementer, other Implementers or their Carequality Connections to understand, contain, and mitigate an Adverse Security Event, at the request of such Implementer or Carequality Connection. In no case shall Organization be required to disclose individually identifiable health information in violation of Applicable Law. In seeking another's cooperation, Organization shall make all reasonable efforts to accommodate the other's schedules and reasonable operational concerns.

11. ***Adverse Security Event Reporting***.

11.1. As soon as reasonably practicable, but no later than five (5) business days after determining that an Adverse Security Event has occurred and is likely to have an adverse impact on an Implementer(s) or Carequality Connection(s), Organization shall provide Sponsoring Implementer with notification of the Event through the notification protocol specified by Sponsoring Implementer. The notification should include sufficient information for Sponsoring Implementer to understand the nature of the Adverse Security Event and identify other Implementers or Carequality Connections that may be impacted by the Adverse Security Event. Notwithstanding the foregoing, Organization agrees that (a) within one (1) hour of learning that an Adverse Security Event occurred and that such Event may involve an Implementer or Carequality Connection that is a Federal agency, it shall alert the Federal agency in accordance with the procedures and contacts provided by such Federal agency, and (b) that within twenty-four (24) hours after determining that an Adverse Security Event has occurred and is likely to have an adverse impact on an Implementer(s) or Carequality Connection(s) that is a Federal agency, Organization shall provide a notification to the Federal agency in accordance with the procedures and contacts provided by such Federal agency, and Organization shall copy Sponsoring Implementer and Carequality on any such notification.

11.2. This Section 11 shall not be deemed to supersede Organization's obligations (if any) under relevant security incident, breach notification or confidentiality provisions of Applicable Law. Compliance with this Section 11 shall not relieve Organization of any other security incident or breach reporting requirements under Applicable Law including, but not limited to, those related to consumers.

12. ***Acceptable Use.*** Carequality has adopted permitted purposes for the use of the Carequality Elements that are specifically set out in the Implementation Guide for each Carequality Use Case. Organization shall only engage in exchange activities through the Carequality Elements for permitted purposes as defined in the Implementation Guides. If Organization does not comply with these permitted purposes or other applicable provisions in the Implementation Guide, Carequality may exercise its right to suspend Organization in accordance with Section 3 of these Carequality Connection Terms. If Organization is not a Covered Entity or Governmental entity, then (i) Organization may only use the interoperability available through Carequality to transmit or receive information on behalf of its End Users and not on its own behalf; and (ii) Organization will not re-use, re-disclose, aggregate, de-identify or sell any information transacted by its End Users for its own benefit unless its respective Carequality Connections or End Users have given Organization the explicit written authority to do so.

13. ***Confidentiality.*** Organization agrees to use any Confidential Information that it obtains solely for the purpose of performing its obligations under the Carequality Connection Terms, and for no other purpose. Organization will disclose the Confidential Information it receives only to its employees and agents who require such knowledge and use in the ordinary course and scope of their employment or retention, and are obligated to protect the confidentiality of such Confidential Information. In the event Organization has any question about whether information and/or materials it receives is Confidential Information, it shall treat the same as if it were Confidential Information. For the avoidance of doubt, the

Carequality Elements that are not labeled as Confidential Information by the Carequality Steering Committee are not confidential and are not covered by the provisions of this section.

14. ***Contributions; IP Rights; Ownership of Materials; License***. Organization acknowledges that any copyrights, patent rights, trade secrets, trademarks, service marks, trade dress, and other intellectual property in or related to Carequality including, but not limited to, these Carequality Connection Terms, Implementation Guides, Carequality Elements, Carequality Policies, related materials, information, reports, processes (the "Carequality IP"), are protected under applicable United States law. Recognizing that the Carequality IP is the work product of the membership of Carequality, and that Carequality is the collective representative of all Implementers' interests, these intellectual property rights are asserted and held by Carequality in its capacity as the representative of its total membership and licensed to Organization hereunder. This does not apply to Carequality trademarks, service marks or trade dress rights, which are discussed separately below. Organization is encouraged to provide Contributions to Carequality and understands that Carequality must obtain certain rights in such Contributions in order to include the Contribution in Carequality IP.

14.1. With respect to each Contribution, Organization represents that: (a) no information in the Contribution is confidential; (b) Carequality may freely disclose the information in the Contribution; and (c) to the best of its knowledge, such Contribution is free of encumbrance as it relates to the intellectual property rights of others.

14.2. To the extent that a Contribution or any portion thereof is protected by copyright or other rights of authorship, Organization grants a perpetual, irrevocable, non-exclusive, royalty-free, world-wide, sublicensable right and license to Carequality under all such copyrights and other rights in the Contribution to copy, modify, publish, display and distribute the Contribution (in whole or part) and to prepare derivative works based on or that incorporate all or part of such Contribution, in each case, for the purpose of incorporating such Contributions into the Carequality IP. Organization also grants Carequality the right: (a) to register copyright in Carequality's name any Carequality IP even though it may include Contributions; and (b) to permit others, at Carequality's sole discretion, to reproduce in whole or in part the resulting Carequality IP.

14.3. Organization shall identify to Carequality, through the issuance of a letter of assurance, any patents or patent applications which Organization believes may be applicable to any Carequality Element specifically including, but not limited to, any Implementation Guide. This assurance shall be provided without coercion and shall take the form of a general disclaimer to the effect that the patent holder will not enforce any of its present or future patent(s) that would be required to implement or use the Carequality Element relevant to any person or entity using the patent(s) to comply with such Carequality Element.

14.4. Sponsoring Implementer grants to Organization a perpetual, irrevocable, non-exclusive, royalty-free, world-wide, right and license to use, the Carequality IP for the purpose of enhancing interoperability (including through the modification of its products and services to implement the Carequality Use Cases and conform to the Implementation Guides) Organization and its End Users have and will continue to possess the usage rights to the Carequality IP as authorized by this Agreement and the Carequality Connection Terms. Organization retains ownership of any Contribution it provides, granting only the licenses described in this Section. Nothing shall prevent Organization from (i) changing Organization's technology, services or any Contribution in any way, including to conform to the requirements of an Implementation Guide or (ii) making any change available to any other person or entity. Notwithstanding anything to the contrary in the Carequality Connection Terms, all right, title, and interest in any change to Organization's technology, services or any Contribution will accrue to the benefit of, and be owned exclusively by, Organization.

14.5. The trademarks, services marks, trade dress, business names, company names, and logos owned by Carequality, including without limitation CAREQUALITY and all Carequality logos,

(collectively, the "Carequality Marks") are an important part of maintaining the strength and reputation of Carequality and its efforts to enable the interoperable exchange of healthcare information. Organization may not use the Carequality Marks to brand any of Organization's products or services and may not incorporate any Carequality Marks in any of Organization's domain names except as provided in Carequality's published guidelines on use of trademarks. Organization shall not apply for registration of any trademark, service mark, trade dress, business name or company name, or logo that incorporates any Carequality Mark or any element confusingly similar to any Carequality Mark. In connection with any non-trademark, descriptive use of Carequality Marks, Organization will use the registration symbol ® or the trademark or service mark symbols, ^{TM} or ^{SM}, as more fully set out in the Carequality guidelines on use of trademarks, and indicate in the text that the Carequality Mark used "is the registered trademark of Carequality," "is the trademark of Carequality," or "is the service mark of Carequality," respectively.

15. ***Disclaimers.*** Organization acknowledges that Implementers and Carequality Connections may be added to or removed from the Carequality Directory at any time; therefore, Organization may not rely upon the inclusion in the Carequality Directory of a particular Implementer or Carequality Connection. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CAREQUALITY OR ORGANIZATION BE LIABLE TO EACH OTHER OR ANY THIRD PARTY BENEFICIARY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

16. ***Miscellaneous/General***

16.1. Amendment. These Carequality Connection Terms may be amended by Sponsoring Implementer from time to time based upon changes required by Carequality. Sponsoring Implementer will provide Organization with notice of such amendment at least thirty (30) days prior to the effective date of such amendment.

16.2. Third Party Beneficiary. Carequality, other Carequality Connections of the Sponsoring Implementer, other Implementers and their Carequality Connections shall be deemed third party beneficiaries of these Carequality Connection Terms for purposes of enforcing Organization's compliance with these Carequality Connection Terms.

Cognitive Computing Cloud Services Addendum

Cognitive Computing Cloud Services are limited for use in accordance with the then-current Cognitive Computing Cloud Services Terms, available here: https://galaxy.epic.com/ECCPLegal. The following terms also apply to Cognitive Computing Cloud Services.

1. *Subscription Fees.* Subscription fees will be due and payable by You monthly in arrears based on Your usage of the Cognitive Computing Cloud Services [redacted]

2. *Maintenance.* [redacted]

3. *Data Transfer.* [redacted]

4. *Data Use Agreement.* [redacted]

5. *Limitations.* **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EPIC'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING UNDER OR RELATED TO USE OF THE COGNITIVE COMPUTING CLOUD SERVICES WILL NOT EXCEED THE AGGREGATE LICENSE FEES PAID BY YOU TO EPIC FOR THE COGNITIVE COMPUTING CLOUD SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE (WHETHER THE LIABILITY ARISES OUT OF THE SOFTWARE, SERVICES, OR OTHERWISE).**

Cosmos Addendum

The following provisions apply to Your participation in and use of Cosmos.

I. Cosmos Terms.

A. *Data*

B. *Fee.*

C. *Data Use.*

[redacted]

2. Epic will:

[redacted]

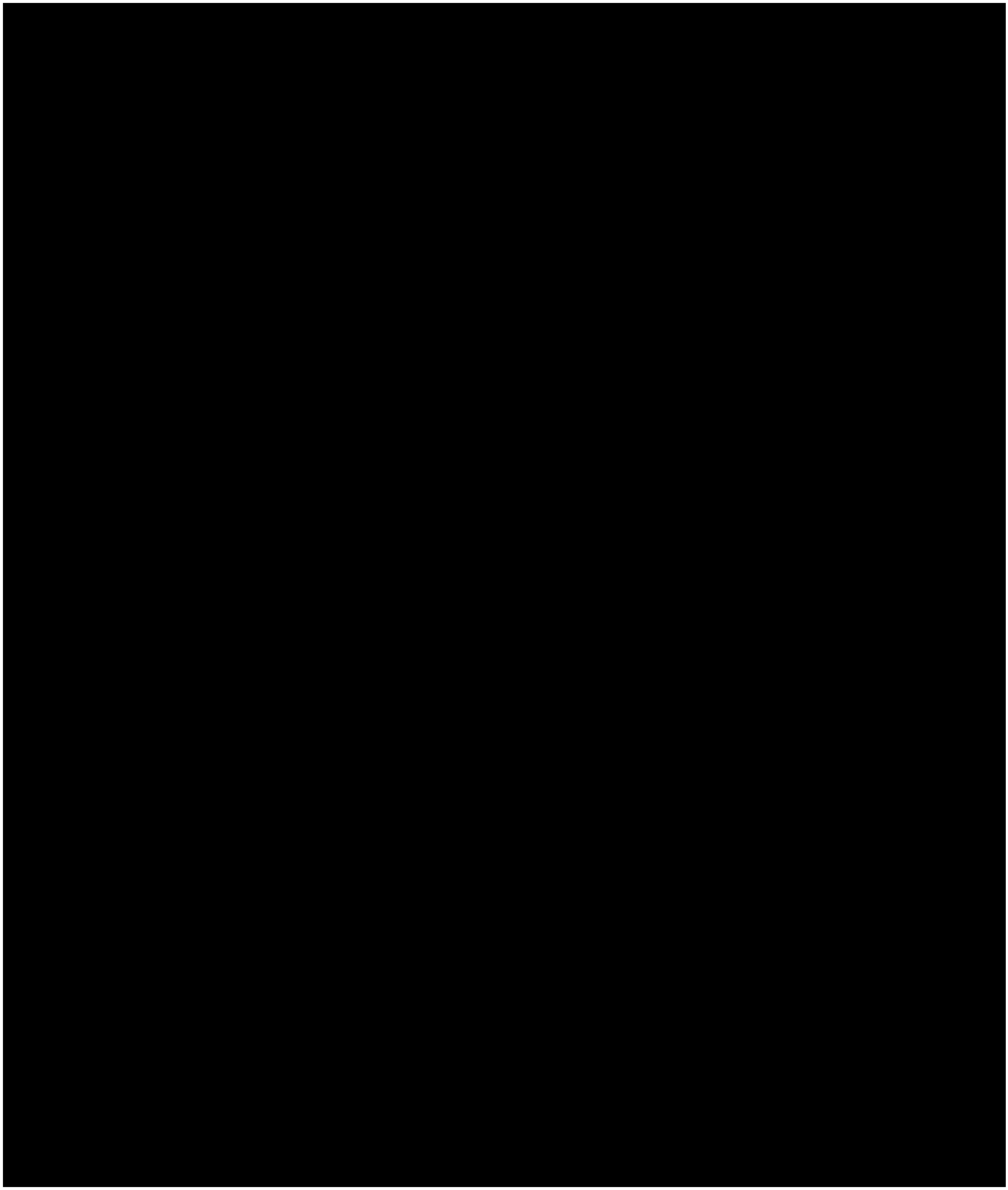
D. *Your Obligations.* [redacted]

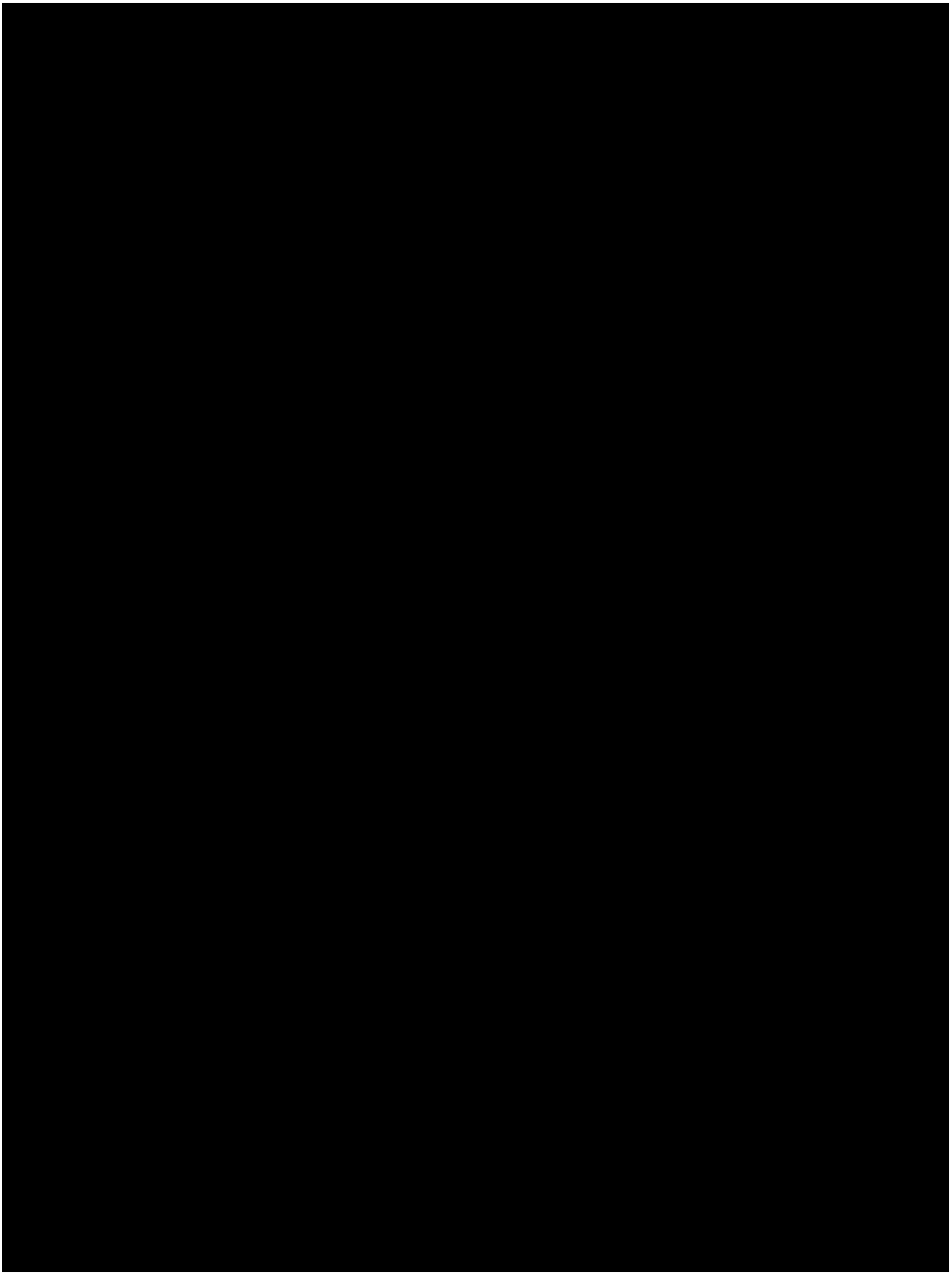
E. *Term.*

F. *Indemnification.* to the extent permitted by the law applicable to You, You agree to indemnify, defend, and hold harmless the "Indemnitees") from and against any Claim brought by You, Your Users or Your Patients including Claims based on an Indemnitee's negligence. For purposes of this Section II.F., (1) "Claim" means a claim, damage, liability, claim of loss, lawsuit, cause of action, or other claim and includes without limitation reasonable attorneys' fees; (2) "Your Users" means any individual or entity to whom You provide access to any Program Property if the Claim relates to any situation in which the individual or entity had or would have had access to the Program Property through You; and (3) "Your Patients" means any person about whom data is included in the Cosmos Data.

II. Limitations. it is provided "AS IS", without any warranty **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EPIC'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING UNDER THIS ADDENDUM AND/OR COSMOS WILL NOT EXCEED**

Exhibit A
Cosmos Rules of the Road





These Rules of the Road (the "Rules") establish a governance framework and mutual expectations for Cosmos. Capitalized terms that are not defined in the Rules have the definitions assigned in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, as in effect on date the Rules were last revised (such regulations, "HIPAA").

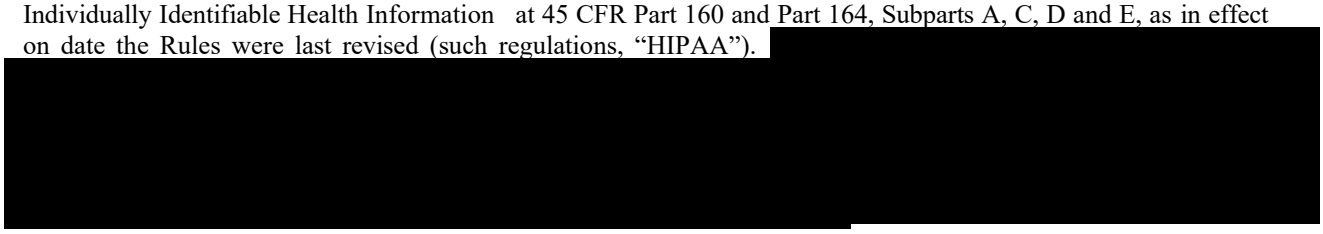
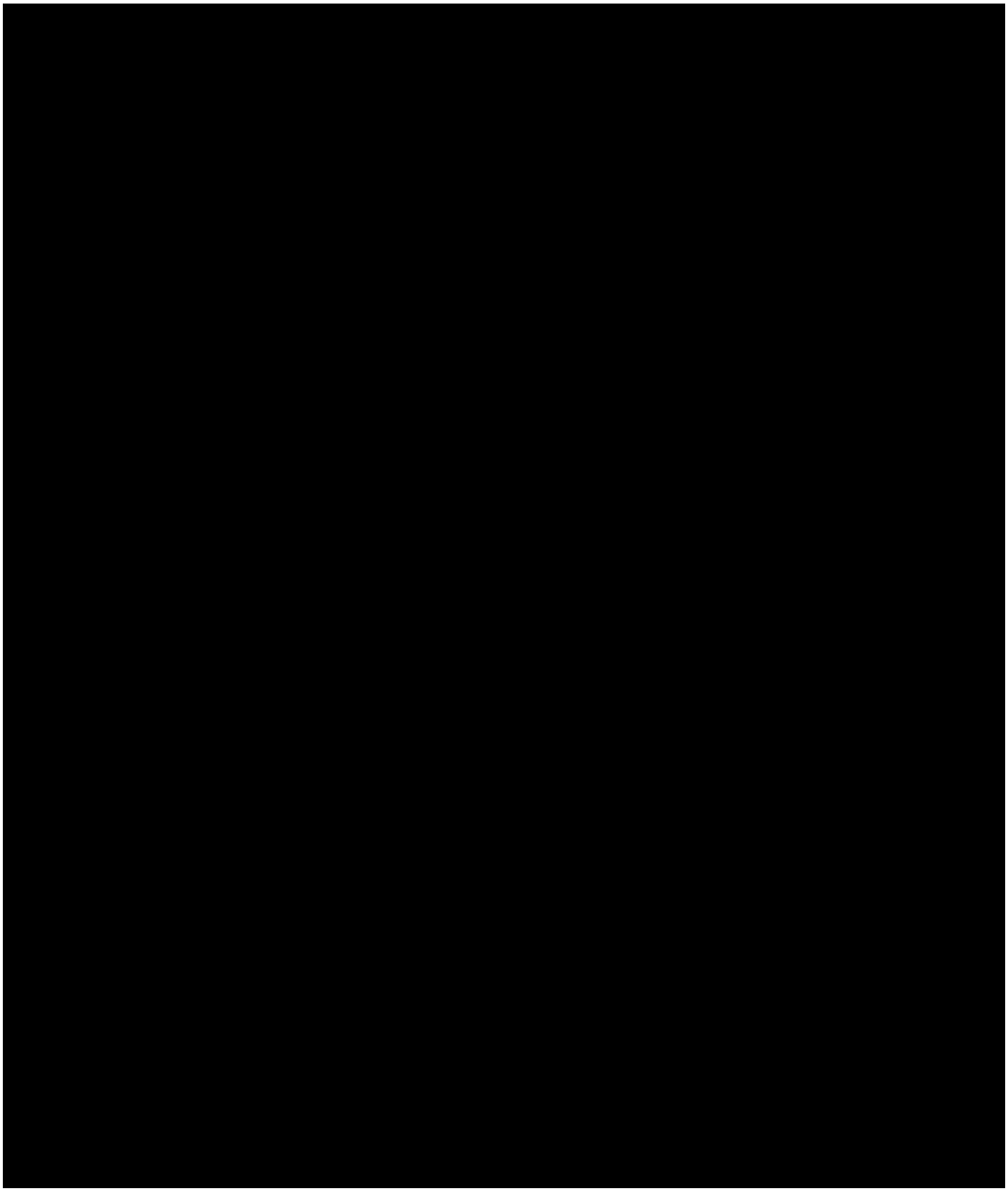
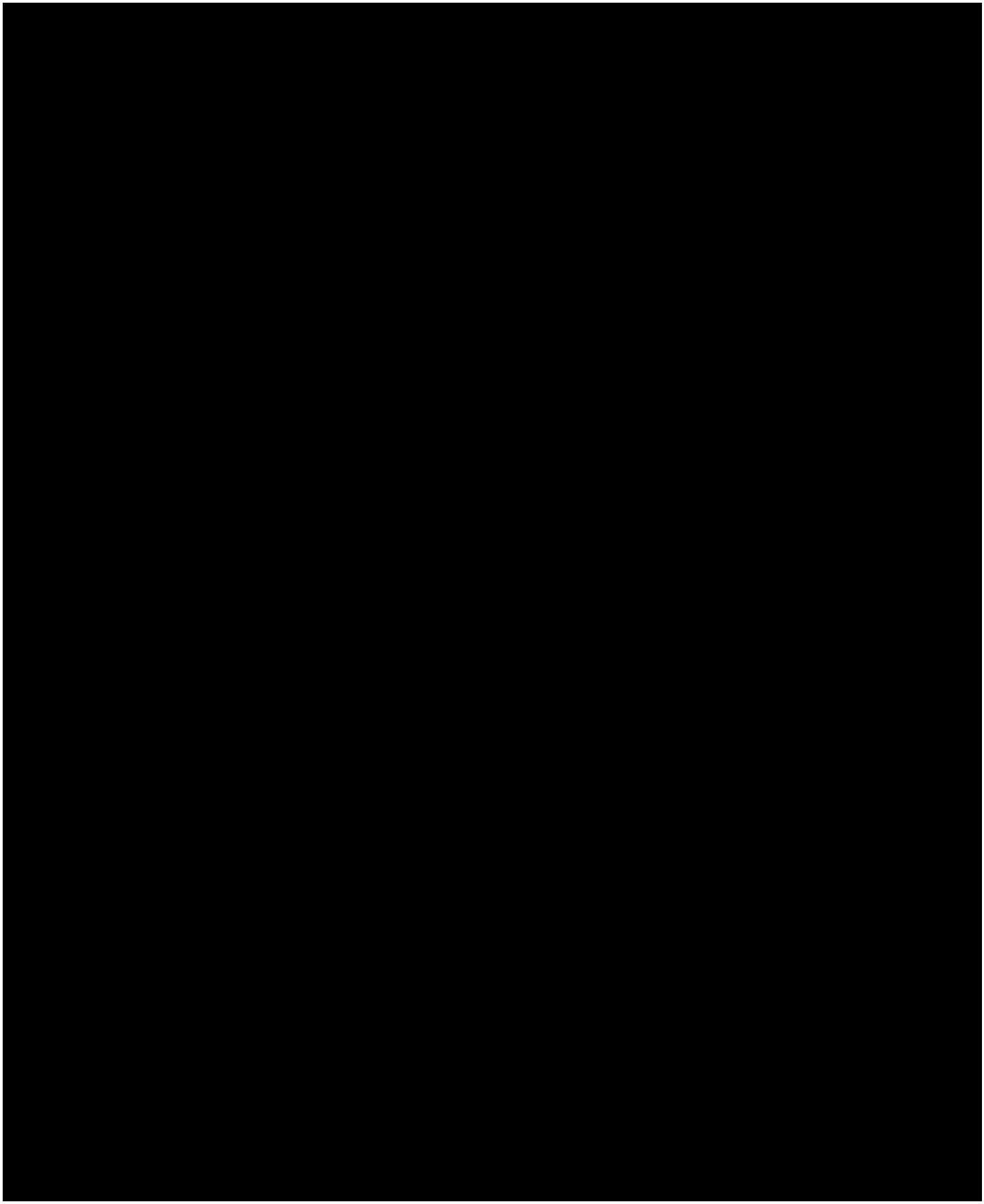


Exhibit B





CPT Addendum

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14. You will maintain appropriate procedures and technology to track the number of users and maintain server logs for audit purposes for three years following the year to which they pertain.

15. You agree to use firewall technology, such that the Program Property is behind a firewall that filters access and prevents unauthorized retrieval of Program Property containing the CPT Codes.

16. You agree to limit access to users of the CPT Codes to users in the United States.

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2. *Regulatory Changes.* [redacted]

3. *Waiver.* EPIC HAS NO RESPONSIBILITY FOR MEDICAL CARE PROVIDED IN CONNECTION WITH USE OF COGNITIVE COMPUTING TOOLS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, YOU AGREE TO WAIVE ANY CLAIMS YOU MAY HAVE AGAINST EPIC OR ANY EPIC INDEMNITEE RELATED TO CLINICAL, FINANCIAL, OR OPERATIONAL DECISIONS ASSOCIATED WITH YOUR OR YOUR AFFILIATE USERS' USE OF ANY COGNITIVE COMPUTING TOOLS.

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1. The following terms apply to each MyChart Branded Application, whether submitted by Epic on Your behalf or submitted by You on Your own behalf (referred to in either case as "Your Branded App"):

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1.3.2 environments such as Test, Release, and Train (whether created as shadows or otherwise), in which no useful, production use of the SOFTWARE occurs, are non-production environments;

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3.1 Distribution Media and Documentation
KBS warrants the physical distribution media (diskettes, tape, etc.) and physical documentation shipped with the SOFTWARE to be free of defects in materials and workmanship for a period of 60 days from the purchase date. If KBS receives notification within the warranty period of defects in materials or workmanship, and such notification is determined to be correct, KBS will replace the defective distribution media or documentation.

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4.2 Choice of Forum

The parties agree that all litigation to continue or enforce this Agreement shall be brought in the United States District Court for the Eastern District of Virginia (Alexandria Division). The parties hereby consent to the exclusive jurisdiction of that court, and universally waive objection based on venue or inconvenient forum to litigation in that court.

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If any provision is found void, invalid or unenforceable it will not affect the validity of the balance of this Sublicense and Limited Warranty which shall remain valid and enforceable according to its terms. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect. This Sublicense and Limited Warranty may only be modified in writing signed by You and a specifically authorized representative of KBS.

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