THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 21-856

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Definitive Healthcare, LLC
Contractor Representative	Tegan Gonzalez Starr
Telephone Number	(860) 840-4985
Contract Term	November 16, 2021 through November 15, 2024
Original Contract Amount	$296,949
Amendment Amount	
Total Contract Amount	$296,949
Cost Center	9186164200

Briefly describe the general nature of the contract: A Data Subscription Agreement with Definitive Healthcare, LLC, for access to medical claims data used for research and strategic planning at a total cost of $296,949, for the term of November 16, 2021 through November 15, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► for	►	►
Charles Phan, Deputy County Counsel		William L. Gilbert, Director
Date 11/3/21	Date	Date 11/4/21

Non-Standard Contract Coversheet

Revised 3/14/19

DATA SUBSCRIPTION AGREEMENT

THIS DATA SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of the date fully executed by the Parties (the "Effective Date") by and between **Definitive Healthcare, LLC**, a Massachusetts limited liability company having its principal place of business at 550 Cochituate Road Unit 4, Framingham, MA 01701 ("Company") and **San Bernardino County on behalf of Arrowhead Regional Medical Center**, with its principal place of business at 400 N. Pepper Avenue, Colton, CA 92324 ("Customer").

WHEREAS, Company has developed and markets data solutions used for research, strategic planning, business development, sales, and market intelligence under the name Definitive Healthcare™, and

WHEREAS, Customer desires to subscribe to the solutions as provided by Company, as set forth on Exhibit A (hereafter referred to as the "Product") for use by the designated number of Named Users authorized to use the Product and understands that its right to use the Product is conditioned upon agreeing to the terms and conditions herein.

NOW THEREFORE, the parties agree as follows:

1. Product Subscription

1.1 Permitted Use. Company grants to Customer, a non-transferable and non-exclusive right to use the Product for Customer's internal use, subject to the terms set forth herein. Customer shall not sell, publish, disclose or otherwise transfer, make available or distribute the Product, in whole or in part, or assign any of its rights under this Agreement to any other party. Customer is strictly prohibited from importing the Product, in whole or in part, into any internal database such as, but not limited to, a CRM system.

1.2 Third Party Data. Customer understands that the Product contains certain derived data, data sets and information obtained by third parties ("Third Party Data"). The third party provider of the data requires Company to pass along certain terms to end users accessing the Third Party Data ("Flow-Down Terms"). Accordingly, as a condition of receiving access and use of the Third Party Data, Customer hereby agrees to the Third Party Flow-Down Terms set forth on Exhibit B attached hereto and incorporated herein.

1.3 Named User. "Named User" means any Customer employee that is authorized to access and use the Product or is materially using the data or receives business value from the Product, whether via the Product platform or offline.

2. Subscription Fees and Payment. In return for Customer's use of the Product described herein, Customer agrees to pay Company the total annual subscription fee as detailed in Exhibit A ("Annual Subscription Fee") by the corresponding due dates. Billing will be done annually beginning on the Effective Date and continuing through the anniversary of each annual term or as otherwise outlined in Exhibit A. Unless otherwise set forth on the Exhibit A, Customer agrees to pay all invoices and any taxes that apply within sixty (60) days from receipt of invoice. All fees and prices set forth on Exhibit A are in US Dollars and exclusive of taxes. Customer shall be responsible for any applicable sales or use taxes which may be imposed. Company reserves the right to discontinue Customer's access to the Product should Customer fail to pay any outstanding invoice for a period of thirty (30) days or more from due date. In the event use of the Product is reinstated, the fees paid for any outstanding invoice will not be subject to credit for any period of non-use for any reason, including Customer's discontinuance of access authorization as a result of non-payment.

All invoices and notices shall be sent to Customer at the following contact information:

Invoices:
Name/Dept: Jason Shaw/ Strategic Planning & Labor Productivity Management
Title: Healthcare Program Administrator
Email: Phone: ShawJas@armc.sbcounty.gov: (909) 580-6387

Notices:
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA
Attn: Hospital Director

3. Technical Support. Company will provide a designated support phone number to direct all support inquiries related to the use of the Product during business hours. Company's current business hours, subject to change, are 9:00 AM to 5:00 PM Eastern Standard Time Monday through Friday, excluding holidays. Standard training services are included in the fees for the use of the Product. Any trainings conducted by Company shall be done remotely.

3.1 SLA. Company will maintain the Product so as to meet or exceed the following Service Levels. "Availability" is calculated as follows: for a single month, the aggregate amount of actual uptime expressed as a percentage of the scheduled uptime (i.e., Availability = (Actual Uptime / Scheduled Uptime) * 100). Unscheduled downtime may not be carried over from month to month. Company must notify Customer at least 10 business days in advance of any scheduled downtime periods.

Definitive Healthcare agrees to the following Availability and penalties for the Product:

Monthly Percent of Availability	Credit (percentage of monthly fee equivalent)

98%+	0%
≥95% to <98%	5%
≥90% to < 95%	10%
< 90%	25%

Application of Service Credit: Company will automatically apply credits to the next month's fees due. If no further fees are due and owing by Customer, then Company will, within 30 days of the credit determination, issue a check to Customer in the amount of the credit.

Chronic Failure. If Customer experiences Monthly Availability percentage of less than 90% for any two months during any consecutive six-month period, then Customer may terminate this Agreement immediately for cause and receive a prorated refund of prepaid and unused fees.

4. Term and Termination.

4.1 **Term. This Agreement, including the subscription to the Products will begin on the Effective Date and have an initial term of three (3) years ("Initial Term"). Thereafter, upon execution of amendments signed by both parties, the term may be extended for two additional one-year terms (each a "Renewal Term"). In no event shall the entire term of this Agreement exceed five (5) years from the Effective Date. Customer shall have the right to terminate this Agreement at the end of each Annual Term of the Initial Term upon sixty (60) days written notice to Company. Additionally, at any time during the Renewal Term, Customer may terminate this Agreement for any reason by giving Company written notice at least thirty (30) days prior to the termination date, provided that Customer shall remain responsible for the subscription fee for such Renewal Term.** Customer's requests to terminate should be sent to Company at billing@definitivehc.com. Any requests to terminate during the Initial Term will be effective at the completion of the then current annual term.

4.2 Survival. This Agreement is effective until terminated in accordance with the terms hereof provided that Sections 4.3, 6, 8, 9, and 12 shall survive termination of the Agreement.

4.3 Breach. A party breaching any provision of this Agreement shall have the right to cure such breach within thirty (30) days after receiving written notice of such breach from the other party. If such breach is not cured within the thirty (30) day period, the breaching party will be in default and the non-breaching party may terminate this Agreement. A breach relating to one provision of this Agreement will constitute a breach of the entire Agreement.

4.4 Certification and Verification. Customer agrees upon termination, expiration, or default of Agreement to (i) cease and have all Named Users cease any further use of Product, (ii) destroy all printed or electronic copies of Product, (iii) either return to Company or destroy the original and any copies of documentation provided, (iv) and, upon request by Company, to certify in writing to Company that such action has been done. Upon approval by Customer at mutually agreeable times and dates, Company may enter Customer's premises during business hours on fifteen (15) business days' notice for the purpose of examining (at its own expense) Customer's relevant systems and pertinent records or to have such systems and records examined by a certified or chartered accountant to verify Customer's fulfillment of its obligations under this Agreement.

5. Disclaimer. Except as specifically set forth below, the Product and any documentation is provided "as is". The portion of data that has been obtained from public sources is believed to be reliable but may not necessarily be complete, nor does Company guarantee the accuracy or completeness of the data.

EXCEPT AS TO THOSE STATED IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PRODUCT PROVIDED UNDER THIS AGREEMENT.

6. Limitation of Liability. IN NO EVENT, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WILL EITEHR PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT AND DOCUMENTATION (EVEN IF THE PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, OR BUSINESS, COSTS OF DELAY, CLAIMS OF CUSTOMERS' CUSTOMERS. REGARDLESS OF THE BASIS OF RECOVERY CLAIMED, EXCEPT WITH RESPECT TO EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR AS TO ANY INTELLECTUAL PROPERTY INDEMNIFICATION CLAIMS, THE AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO ANY AND ALL MATTERS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO FIVE (5) TIMES THE AGGREGATE SUBSCRIPTION FEE PAID BY CUSTOMER IN THE PRIOR TWELVE (12) MONTHS.

7. Representations and Warranties. Both parties represent and warrant that they have (i) the authority to enter into and perform the duties and obligations described in this Agreement, (ii) that the performance of the obligations and duties described in this Agreement does not conflict with any other agreement either signed or contemplated, and (iii) that there are no regulatory investigations or inquiries, lawsuits, potential lawsuits, or criminal charges pending which would affect performance under this Agreement.

The Company represents and warrants that it has the authority to grant the rights to the Product hereunder and (i) that to Company's knowledge, its granting of the right to use the Product (except to the extent it includes data supplied by Customer) does not infringe on any copyright owned by a third party, (ii) that to Company's knowledge, the ownership of Company's copyrights is not in dispute, and (iii) that Company has no knowledge of any potential dispute(s) surrounding Company copyrights under this Agreement.

Company also represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Company represents and warrants that no proceedings or investigations are currently pending or to Company's knowledge threatened by any

federal or state agency seeking to exclude Company from such programs or to sanction Company for any violation of any rule or regulation of such programs

Company will use commercially reasonable efforts to make the Product available for access by Customer and Named Users 99% of the time, measured on a monthly basis, excluding any Planned Outages. "Planned Outages" means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted outside of normal business hours, and Company will provide Customer notice of any Planned Outages at least 24 hours in advance of any Planned Outage.

Company warrants that it will use commercially reasonable efforts to ensure that its Product will be free from errors and defects under normal use during the term of the Agreement. During the term, Company shall, at its own expense, use commercially reasonable efforts to repair any errors and defects in its Product of which Customer notifies Company to the reasonable satisfaction of Customer to operable condition.

Company represents and warrants that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Company shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Company will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

8. Confidential Information

8.1 Customer and Company may from time to time disclose to the other party confidential information relating to its business and affairs ("Confidential Information"). Except as otherwise required by law, neither party will disclose Confidential Information of the other to any third party without the express written consent of the other party, nor disclose or make use of any Confidential Information other than in the performance of this Agreement. Each party shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information and will procure from any third party to whom confidential information may be disclosed an agreement containing provisions substantially similar to those set out in this Section, except as to those disclosures which are required to be made under California or federal law. Either party may seek injunctive relief to enforce its rights under this Section. Company understands that the Customer is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and Company consents to disclosure of information and writings, including but not limited to this Agreement and any subsequent amendments, to the extent required by applicable law. The foregoing obligations will survive the termination or expiry of this Agreement.

8.2 Confidential Information is that information or know-how identified as being confidential, or, given the circumstances surrounding disclosure, should in good faith be treated as confidential. Confidential Information does not include information: (a) generally available to or known to the public, (b) previously known to the recipient, (c) independently developed by the recipient outside the scope of this Agreement, (d) lawfully disclosed by a third party, or (e) disclosed during testimony before any judicial or quasi-judicial court or tribunal.

9. Indemnification. Company shall indemnify, defend (with counsel reasonably approved by Customer), and hold Customer, its employees, and agents harmless from and against any and all claims, losses, damages, liabilities, or costs (including attorneys' fees) incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third- Party Claim") alleging that the Product or Customer's use of the Product infringes or misappropriates such third party's intellectual property rights, including such third party's patents, trademark, copyrights, or trade secrets (collectively, "Intellectual Property Rights"), except to the extent that such claim arises from (a) Customer's unauthorized use of the Product or data or (b) data supplied by Customer; or (c) the combination, operation, or use of the Product with other products not provided by Company. Customer will give Company sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Company may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Product or services that are the subject of the claim. In the event that Company fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Company, then Company shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days of Company's receipt of notice of such fees and expenses from Customer, to the extent such fees and expenses are not disputed by Company and remain unpaid by Company, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Company. This shall not apply to any judgment or settlement amount, and Customer, at its sole discretion, may settle the claim or suit.

If, in Company's opinion, the Product becomes, or is likely to become, the subject of a claim of infringement of Intellectual Property Rights, Company may, at its option: (i) procure for Customer the right to continue using the Product; (ii) replace or modify the Product to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Company, Customer shall cease use of the Product upon written notice from Company, and Company shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Company for the Product.

10. Proprietary Rights. Customer acknowledges and agrees that all proprietary rights in the Product are and shall remain the sole property of Company and its third-party licensors. Customer acknowledges that the Product and all copies thereof were compiled, prepared, selected and arranged by Company and its licensors through the expenditure of substantial time, effort and money and that they constitute valuable property of Company and its licensors. Company retains full rights to the application, licensing, and data, which may not be published or distributed in any form without the express written consent of Company.

11. Assignment. This Agreement or any rights herein may not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Company reserves the right to change the subscription fees upon assignment by Customer or in the event Customer is involved in any merger, acquisition or similar event, provided assignee shall have the right to decline the change and immediately terminate the Agreement. Company further reserves the right to terminate this Agreement in the event assignee is a competitor of the Company. Notwithstanding anything to the contrary contained herein, this Agreement does not allow Product to be used by any third party whom, after the date of this Agreement,

is acquired by, merged with, or becomes otherwise affiliated with Customer without the express written consent of Company. For the avoidance of doubt, the Customer may only utilize the Product for their benefit and may not use the Product for the benefit of any parent, subsidiary or affiliate entities unless otherwise agreed between Customer and Company in writing. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

12. This Agreement shall be governed by the laws of the State of California without regard to the conflict of laws provisions thereof which would require the application of laws of a jurisdiction of other than such state. In the event a dispute arises in connection with this Agreement, the San Bernardino County Superior Court shall have exclusive jurisdiction and the parties hereby irrevocably submit to the jurisdiction of the court.

13. Non-Disparagement. Neither party will make any false, misleading or disparaging statements regarding the other party or their technology or services, or their capabilities, features, functions or performance, including without limitation in or in the course of any sales, marketing, publicity, and other activities under this Agreement.

14. Waiver. No waiver by any party of any breach of this Agreement or failure of any party to take action to enforce or assert any right or remedy hereunder shall be deemed a waiver of any prior, concurrent or subsequent breach. No waiver shall be effective unless it is made in writing.

15. Severability. If at any time a provision of this Agreement or portion thereof is found to be invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating or rendering unenforceable the remainder of such provision or the remaining provisions of this Agreement.

16. Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

17. Binding Agreement and Notices. All parties acknowledge that they have read this Agreement and agree to be bound by its terms and conditions. The parties also agrees that this Agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. Each party acknowledges that it is not entering into the Agreement on the basis of any representations not expressly contained herein. No amendments to this Agreement shall be enforceable unless in writing and signed by Company and Customer. Notices required pursuant to this Agreement shall be hand delivered (including via overnight courier) or sent via registered or certified mail. Notice shall be deemed effective upon delivery if hand delivered or if sent by registered or certified mail, then notice shall be deemed effective two business days after deposit.

18. Attorney's Fees. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable based on an indemnification obligation.

19. Licenses, Permits, and/or Certifications. Company shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Company shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Company will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

20. Insurance. During the term of this Agreement, Company shall maintain in full force and effect, at its own expense, the following insurance coverages: (a) commercial general liability of $1M per occurrence, $2M in the aggregate; (b) workers compensation, including employer's liability, in accordance with applicable laws and regulations; and (c) cyber liability of $5M per claim and aggregate Upon Customer's request, Company shall provide Customer with a certificate of insurance evidencing such insurance coverages.

- Commercial/General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of Company providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a $2,000,000 general aggregate limit.

Insurance shall be written by insurers with a minimum "Best" Insurance Guide rating of "A- VII".

IN WITNESS the following authorized representatives of the parties have duly executed this Agreement agreeing to be bound by its terms.

Definitive Healthcare, LLC

By: David M Samuels
David M Samuels (Sep 29, 2021 13:39 EDT)

Print Full Name: David M Samuels

Title: Chief Legal Officer

Date: Sep 29, 2021

DH Approver: BR
BR

San Bernardino County on behalf of Arrowhead Regional Medical Center

By: _____

Print Full Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: NOV 16 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

EXHIBIT A

PRODUCT FEES

Products

Advanced Bundle

QTY	Product Name
1	Hospitals DB
1	Physicians DB
1	Hospitals Commercial Claims: Medical
1	Physicians Commercial Claims: Medical
10	Professional Services hours per annual term
5	Named Users

Definitions/Restrictions:

- "Advanced Bundle" includes the following: Dashboards; Standard Data Exports; Onboarding Services; access to Weekly Training Webinars, plus 1 Custom Training per Quarter (remote); and Professional Services Hours (to be used in 30-minute increments within the annual term, any unused hours expire at the end of each annual term, and hours shall not be advanced from or roll over into the next annual term).
- The Commercial Claims Product(s) contain Third Party Data subject to the terms of Exhibit B attached hereto and incorporated herein by reference.

The Product to which access will be provided under this Agreement can be accessed at the following Site: http://www.definitivehc.com

Initial Term and Annual Subscription Fees

Initial Term: Three (3) Year

Annual Term	Total Annual Subscription Fee
Year 1	$98,000
Year 2	$98,980
Year 3	$99,969
TOTAL SUBSCRIPTION FEES DUE	**$296,949**

Additional Terms and Conditions:

(i) The terms set forth herein are only valid if Company receives an executed copy of this Agreement prior to the close of business on December 31, 2021.

EXHIBIT B
Third Party Flow-Down Terms

Customer acknowledges and agrees that Company has entered into a Data Agreement with a third party ("**Third Party**"), pursuant to which the Third Party provides certain de-identified data as Third Party Data to Company. Company, in turn, includes certain Third Party Data in the Company Products subscribed by Company to Customer.

The following **Flow-Down Terms** are conditions of accessing the Third Party Data derived data and information included in the Products. By executing the Agreement, Customer agrees to be bound by these Flow-Down Terms.

As between Customer and Company, Customer agrees as follows:

1. Third Party (and its licensors, providers and suppliers, where applicable) owns and shall retain all intellectual property rights in and to the Third Party Data.
2. Customer shall not sublicense, transfer, redistribute or otherwise make available Company Products (and any Third Party Data or Product data therein) to a third party except (a) as expressly authorized by the Agreement (including these Flow-Down Terms) and (b) pursuant to a written agreement with the third party that includes these required Flow-Down Terms.
3. Customer shall, and shall ensure that Customer's Named Users, only use Third Party Data or Product data for Customer's internal business purposes authorized by the Agreement. Notwithstanding anything to the contrary, Customer shall not use Third Party Data or Product data to (a) identify and/or select sites, practitioners, patients or other individuals for participation in clinical trials; (b) assess or benchmark quality, cost-effectiveness or value of care delivered or reimbursed by a pharmacy, other healthcare provider, PBM or other payer entity; and (c) identify or profile patients, consumers or other individuals.
4. Customer shall not, and shall ensure that Customer's Named Users do not, reveal the source of Third Party Data or Product data, whether such source is known or not.
5. Customer shall comply with the limits, qualifications, conditions, restrictions and other requirements of any certification, opinion or other form of determination ("Certification") that Third Party Data or Product data is statistically de-identified in accordance with the HIPAA de-identification standards at 45 CFR § 164.514(b), provided that such requirements are provided to Customer.
6. Customer shall not, and shall not permit any employee, agent, contractor or third party to: (a) identify, re-identify or attempt to identify or re-identify any individual who is the subject of any Third Party Data or Product data or any relative(s), family or household member(s) of such individual; (b) identify, re-identify or attempt to identify or re-identify any individual who is the subject of any data within any Third Party Data or Product data or any relative(s), family or household member(s) of such individual; (c) link any of Customer's or third-party data to any Third Party Data or Product data unless permitted by the applicable Certification and the Agreement.
7. Customer shall (a) implement, use and enforce reasonable and appropriate technical, physical and administrative safeguards to (i) ensure the confidentiality of the Third Party Data or Product data, (ii) assure that the Third Party Data or Product data is accessed only by Customer's Named Users under the Agreement (or employees who are authorized users of a permitted third party under Section 2 of these Flow-Down Terms), (iii) assure that the Third Party Data or Product data remains de-identified in accordance with 45 CFR § 164.514(b) and (iv) prevent any access to or use or disclosure of any Third Party Data or Product data except as permitted under the Agreement; (b) maintain an audit log of any individual who or entity which accesses any raw claims data from the Third Party Data or Product data; (c) monitor any server storing any raw claims data from Third Party Data or Product data for intrusion, hacking or any other form of access not permitted under the Agreement; and (d) appoint and maintain an executive contact, officer, or sponsor responsible for ensuring that the Third Party Data or Product data are maintained, transmitted, used and disclosed in accordance with this Agreement, HIPAA and other applicable Law.
8. Customer shall report to Company any unauthorized actual or attempted access, re-identification or re-identification attempt of any Third Party Data or Product data discovered by Customer within three (3) business days of Customer's discovery.
9. Customer shall remedy (in accordance with Third Party's reasonable direction) any unauthorized access, re-identification or re-identification attempt of any Third Party Data or Product data.
10. Neither Third Party nor its licensors and providers make any representations or warranties directly to Customer with regard to the Third Party Data. Any warranties regarding the Third Party Data and the data therein are made by Third Party to Company. Accordingly, Customer agrees that Third Party shall have no liability to Customer in connection with the Third Party Data, Products, any data therein or the Agreement. Without limiting the foregoing, Third Party shall not be responsible to Customer for personal injury or death that may occur as a result of Customer's use of the Third Party Data or Product data.
11. Customer may only permit authorized Customer's employees and agents with a need for access to Products and Third Party Data for Customer's internal business purposes to access such data, provided that any agent enters into a written confidentiality agreement in accordance with Section 2 of these Flow-Down Terms. Customer is responsible for compliance with the terms of the Agreement, including these Flow-Down Terms, by Customer's Named Users. Customer shall be liable for breach of the

Agreement, including, without limitation, these Flow-Down Terms, by any Named User or any other person or entity which obtains access to any Third Party Data or Product through Customer, to the same extent as if such breach were committed by Customer.

12. Customer acknowledge that a breach of these Flow-Down Terms may result in irreparable harm and monetary damages may be inadequate to compensate for a breach of such provisions. Therefore, in the event of such breach, Company or the Third Party shall be entitled to seek injunctive relief (without the need to post bond) and any and all other remedies available at law or in equity. This Section 12 in no way limits the liability or damages that may be assessed against Customer in the event of a breach of any of these Flow-Down Terms by Customer. In addition, Company may terminate the Agreement and use of the Third Party Data and Products if Customer breach a provision of the Flow-Down Terms.

13. Third Party is an intended third party beneficiary of these Flow-Down Terms for purposes of enabling Third Party to enforce its rights against Customer.

ARMC_DHC_Agreement from DHC CLEAN (9.27.21) for signing first

Final Audit Report 2021-09-29

Created:	2021-09-29
By:	Brett Rogers (brogers@definitivehc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXD8peTTKVJmFQzqUwgEywY10KyCiReME

"ARMC_DHC_Agreement from DHC CLEAN (9.27.21) for signing first" History

Document created by Brett Rogers (brogers@definitivehc.com)
2021-09-29 - 5:26:00 PM GMT- IP address: 104.207.198.206

Document emailed to Brett Rogers (agreements@definitivehc.com) for approval
2021-09-29 - 5:26:44 PM GMT

Email viewed by Brett Rogers (agreements@definitivehc.com)
2021-09-29 - 5:26:56 PM GMT- IP address: 104.207.198.206

Document approved by Brett Rogers (agreements@definitivehc.com)
Approval Date: 2021-09-29 - 5:27:17 PM GMT - Time Source: server- IP address: 104.207.198.206

Document emailed to David M Samuels (dsamuels@definitivehc.com) for signature
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Email viewed by David M Samuels (dsamuels@definitivehc.com)
2021-09-29 - 5:39:02 PM GMT- IP address: 207.172.72.194

Document e-signed by David M Samuels (dsamuels@definitivehc.com)
Signature Date: 2021-09-29 - 5:39:39 PM GMT - Time Source: server- IP address: 207.172.72.194

Agreement completed.
2021-09-29 - 5:39:39 PM GMT