

GENERAL TERMS AND CONDITIONS (US)

1. **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 “Agreement”** This Agreement provides for Lumeon to make software, content and/or associated services and/or infrastructure available to the Customer and comprises of these General Terms and Conditions, the Order Form, all applicable SOWs, any applicable BAA, and the Support Handbook.
- 1.2 “Authorized User”** means an employee, consultant, provider, contractor or other agent of the Customer authorized to access and use the Services on behalf of the Customer and a patient or member of the Customer and their authorized representatives and family members.
- 1.3 “Confidential Information”** means information and data relating to a party’s products, services, technology and systems, business requirements and plans, requests for proposal, pricing, finances, costs, and other similar non-public business information which (a) is marked to indicate its confidential or proprietary status, or (b) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. Customer’s Confidential Information includes the Customer Data, Personal Information and the Confidential Information of the Customer and other Customer Entities, and of their respective consultants, providers, contractors, agents, and suppliers (other than Lumeon). Except for Customer Data and Personal Information, Confidential Information does not include information which a party can demonstrate (a) was or becomes publicly known through no fault of the receiving party; (b) was known by the receiving party before receipt from the disclosing party, as evidenced by the receiving party’s written records; (c) was rightfully received by the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality to the disclosing party with respect to such Confidential Information; or (d) was independently developed by the receiving party without the use of the Confidential Information, as evidenced by the receiving party’s written records.
- 1.4 “Customer” or “Customer Entity”** means the customer, details of which are set out in the Order Form.
- 1.5 “Customer Data”** means all data and information entered into the SaaS by Authorized Users.
- 1.6 “Documentation”** means all reference and user manuals and guides describing the Services and other supporting technical information, materials and documentation.
- 1.7 “Go-Live Date”** means the date the Customer Entity’s production usage of the Services under the applicable Order Form commences.
- 1.8 “HIPAA”** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“ARRA”), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.
- 1.9 “Implementation Services”** means configuration, implementation and other Services specified in the Order Form and Statement of Work which are provided by Lumeon to a Customer Entity to facilitate its implementation and use of the Services.
- 1.10 “Intellectual Property Rights”** means worldwide statutory and common law rights associated with: (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and “moral rights”; (c) the protection of trade and industrial secrets and Confidential Information; (d) trademarks and service marks; (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, whether now, existing or acquired in the future; and (f) all other intellectual property rights enforceable under the Laws of any jurisdiction where the Services are used or from which any Services are provided.
- 1.11 “Law”** means any law, statute, implementing regulation or mandatory agency guidance, executive order, ordinance or case law, including governmental healthcare program statutes, regulations and policies.
- 1.12 “Lumeon”** a Delaware Corporation having its principal place of business at 1 Lincoln Street, Boston, MA 02211.
- 1.13 “Lumeon Infrastructure”** means the computer hardware, software, communications systems, network and other infrastructure used by Lumeon to host and provide the Services. Lumeon Infrastructure includes Lumeon’s SaaS platform known as Care Pathway Manager or CPM (“SaaS platform”).
- 1.14 “Personal Information” or “PII”** means personally identifiable information, data or records relating to or concerning any patient, member, plan participant, employee or contractor of any Customer Entity, including, without limitation, PHI which includes member records and other Protected Health Information under HIPAA, employee records and, if applicable, “Cardholder Data” under the Payment Card Industry data security standards.

made available by Lumeon within Lumeon Infrastructure from time to time to Customers of the Services.

1.27 “Virus” shall mean any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. SERVICES

2.1 Provision of Services. Customer or any Customer Entity (including any entity that becomes a Customer Entity after commencement of the Services) in any location within the United States and Lumeon may execute one or more Order Forms and associated Statements of Work during the Term of this Agreement and Lumeon shall provide the Services ordered in accordance with the Service Levels and other terms and conditions of this Agreement (each of which will be incorporated into each Order Form by reference). Each Order Form is a separate and independent contract between the Customer Entity and Lumeon and the Customer Entity that executes a Order Form is solely and exclusively liable directly to Lumeon for all of its Services Fees and any other obligations in the Order Form. Lumeon will perform the setup and Implementation Services (as applicable) set out in the applicable Order Form. Lumeon will provide the Customer Entity and its Authorized Users with access via the public internet to the Services set out in the applicable Order Form commencing on the Go-Live Date. The Services and any associated software or other deliverables provided by Lumeon shall be delivered to the Customer Entity only by electronic means. An Order Form and associated Statement of Work will be effective only if signed by authorized representatives of both parties referencing this Agreement. Except as provided in the applicable Statement of Work, the Services Fees set out in the Order Form include the fees and costs for all Services.

2.2 Access to Services. On or before the Go-Live Date, Lumeon shall provide the Customer Entity with any materials needed for it to access and use the Services. Any associated software or Documentation supplied as part of the Services shall be delivered only by electronic means. The Customer Entity may reproduce the Documentation as reasonably required for its use consistent with the terms of this Agreement.

2.3 Hosting Infrastructure; United States Location Only. Unless otherwise agreed, Lumeon shall be solely responsible for the setup, configuration, operation and management of the Services and Lumeon Infrastructure. Lumeon Infrastructure used to provide the Services must be hosted at a physical location in the United States and must be under Lumeon’s

- 1.15 “Project Material”** means any and all reports, designs, analyses, recommendations, configurations, specifications, work plans, and other similar materials, prepared for a Customer Entity under this Agreement. Project Materials exclude improvements or adaptations to Lumeon Infrastructure to enable the Services for a Customer Entity under an Order Form.
- 1.16 “SaaS”** means the SaaS platform and all other software to be provided on an ‘as a service’ basis by Lumeon to a Customer Entity under the Order Form and associated Statement(s) of Work.
- 1.17 “Services”** means the SaaS, platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services and any other services, together with all updates and workarounds, corrections, modifications, and improvements, provided by Lumeon under this Agreement or as described in an Order Form or Statement of Work.
- 1.18 “Services Fees”** means the fees for the Services as set out in an applicable Order Form and associated Statement(s) of Work.
- 1.19 “Service Levels”** means the levels set out in the Support Handbook.
- 1.20 “Specifications”** means the features, functions, performance requirements, interface specifications and other technical or functional specifications applicable to the Services that are identified or referenced in this Agreement, the Order Form or any associated Statement of Work, and the Documentation.
- 1.21 “Statement of Work”** means one or more tasking documents executed by authorized representatives of both parties describing the Services.
- 1.22 “Support Handbook”** means the most recent version of Lumeon’s support handbook which can be found at: <https://www.lumeon.com/wp-content/uploads/2020/07/Lumeon-Technical-Support-Handbook-23.07.2020.pdf>
- 1.23 “TCPA”** means the Telephone Consumer Protection Act 1991.
- 1.24 “Term”** shall be the term set out in the Order Form.
- 1.25 “Telemetry”** means any new data that Lumeon may create including metadata using data stored or displayed within the SaaS platform which (a) is anonymous or anonymized, (b) is aggregated with other data, (c) is subject to algorithmic calculation and (d) is not (i) identifiable as, (ii) reverse engineerable to, (iii) inferable as originating from, or (iv) substitutable for, data entered into the SaaS platform by on behalf of a Customer Entity.
- 1.26 “Updates”** shall mean any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Services (and any related Documentation) that may be provided or otherwise

control at a Lumeon facility or hosted by a subcontractor approved by Customer and meeting the requirements set out in this Agreement. Lumeon is strictly prohibited from copying, storing, accessing, processing or maintaining any Personal Information outside the United States. With Customer's prior written approval, Lumeon may maintain back-up copies of the Personal Information at a single offsite data storage location within the United States; provided that Lumeon has an appropriate written agreement with the data storage vendor consistent with the requirements of this Agreement. By this Agreement, Customer hereby approves Amazon Web Services ("AWS") as Lumeon's hosting provider and acknowledges that AWS will not accept a flowdown of the hosting responsibilities of Lumeon under this Section 2.3.

3. **USE OF SERVICES BY CUSTOMER**

3.1 Right to Use Services. Lumeon hereby grants to the Customer Entity and the Authorized Users a non-exclusive right and license (without the right to sub-license) to (a) access, execute, use, perform, and display the Services for the benefit of the Customer Entity for the pathway application(s) specified in the Order Form (or approved to be added under a change request under Section 13.14), and (b) reproduce, distribute and display the Documentation to Authorized Users. The rights granted by Lumeon include the right of the Customer Entity to have such rights exercised by third party Authorized Users on its behalf.

3.2 Restrictions. Except for use by Authorized Users as permitted in this Agreement, the Customer may not (a) sell, assign, sublicense or otherwise transfer the Services to third parties outside of the Customer, (b) resell the Services to third parties outside of the Customer; (c) use the Services to provide or perform service bureau processing, or hosting services for any third party outside of the Customer; or (d) use the Services to knowingly transmit malware, spam or other unsolicited emails in violation of Law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content.

3.3 Telemetry. Customer agrees that Lumeon may create and use Telemetry arising from the Customer's use of the SaaS platform and grants to Lumeon a non-exclusive perpetual, sub-licensable and royalty-free license to that Telemetry. Lumeon will use the Telemetry to improve the SaaS platform and to optimize the efficiency of pathway applications for the benefit of each Customer Entity.

3.4 Customer Obligations (Viruses & Content). The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive (b) facilitates illegal activity (c) depicts sexually explicit images (d) promotes unlawful violence (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or (f) is otherwise

illegal or causes damage or injury to any person or property, and Lumeon reserves the right, without liability or prejudice to its other rights to disable Customer's access to any material that breaches the provisions of this section.

3.5 Customer Restrictions (General). The Customer shall not:

- (a) except as may be allowed by any applicable Law which is incapable of exclusion by between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS or Lumeon Infrastructure and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the SaaS or Lumeon Infrastructure; or
- (b) access all or any part of the SaaS, Services or Documentation in order to build a product or service which competes with Lumeon; or
- (c) use the SaaS, Services and/or Documentation to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS, Services and/or Documentation available to any third party except the Authorized Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or
- (f) introduce or permit the introduction of, any Virus into Lumeon's network and information systems;
- (g) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Lumeon;
- (h) have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

3.6 Customer Restrictions (General). The Customer shall:

- (a) use SaaS and the Services only for its normal business operations as a provider of healthcare services to patients;
- (b) provide Lumeon with all necessary access to such information as may be required by Lumeon in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

- (c) comply with all applicable Laws and regulations with respect to its activities under this Agreement;
- (d) carry out its responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Lumeon may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (e) ensure that the Authorized Users use the SaaS platform, the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
- (f) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Lumeon, its contractors and agents to perform their obligations under this Agreement;
- (g) ensure that its network and systems comply with the relevant Specifications provided by Lumeon from time to time;
- (h) be, to the extent permitted by Law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Lumeon's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet;
- (i) be solely responsible for all information that Customer and its Authorized Users enter into the SaaS and/or the Services and for checking the validity of the information extracted from the SaaS and/or the Services;
- (j) be responsible for any clinical or other advice (including any risk and consequences which may arise) provided to patients or other third parties on the basis of information stored in or extracted from the SaaS and/or the Services;
- (k) ensure that it makes such information and advice available only with proper and appropriate warning and disclaimers and that nothing generated from the SaaS or Services constitutes medical advice. The Customer agrees that unless otherwise agreed in writing, Lumeon is not responsible for the entering of information to, validation of, or extraction of information to or from the SaaS platform and/or the Services or for any advice given based on this information;
- (l) be solely responsible and liable for determining the content of messages that may be sent using the SaaS platform or as part of the Services and for determining whether or not they meet the legal or regulatory requirements.

4. SERVICE COMMENCEMENT

4.1 Go-Live Date. Lumeon shall commence providing Services to the Customer Entity on the Go-Live Date. The applicable Order Form will set out the percentage of Services Fees payable before the Go-Live Date and those payable from the Go-Live Date.

4.2 Implementation Services. If Implementation Services are specified in the Order Form, Lumeon shall provide such Implementation Services on the terms and schedule set out in such Order Form. The applicable Order Form will set out the percentage of Implementation Fees payable before commencement of such Services.

5. SUPPORT

5.1 Support. As part of the Services, Lumeon shall provide maintenance and support regarding the Services, including as applicable: (a) causing the Services to operate according to the Specifications and correcting reported errors, and (b) performing preventive maintenance on Lumeon Infrastructure used to support the delivery of Services.

5.2 Updates. Lumeon will also apply and provide to the Customer Entity periodic Updates to Lumeon Infrastructure as necessary to provide the Services. During the Term, Lumeon may make Updates that add new functionality or features available to the Customer. Notwithstanding the foregoing, (a) no Update shall serve to reduce the features and functionality or the scope of Services provided by Lumeon to Customer without Customer's prior written consent; and (b) any Update that requires a change to the Customer's systems, processes or manner of access to the Services shall be subject to the Customer's prior written approval. Any Update made available by Lumeon shall be deemed part of the Services and shall be subject to the terms and conditions of this Agreement.

6. FEES AND PAYMENT

6.1 Services Fees. The Services Fees (including the one-time and recurring fees) are set out in the applicable Order Form and shall be Customer's sole obligation and Lumeon's sole compensation for the Services. The Services Fees are inclusive of all fees, charges, expenses and costs for Lumeon's performance under a Order Form. Lumeon may invoice the Customer Entity for the Services Fees on the basis set out in the applicable Order Form. The Services Fees may be subject to an annual increase of no more than 3% or in line with the CPI. Subject to Section 6.2, all amounts payable to Lumeon shall be paid in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reasons or any deduction or withholding of tax as may be required by applicable Law.

6.2 Payment Terms. The Customer Entity will pay all undisputed fees due within thirty (30) days of the Customer Entity's receipt of an invoice. If the Customer Entity disputes an invoice in whole or in part, it will provide written notice to Lumeon stating the amount and basis of the objection on receipt of the invoice. Lumeon will submit a separate invoice to Customer for

the undisputed portion, which will be paid by the Customer Entity as provided in this Section. If Customer fails to pay on the due date, Lumeon may charge interest (calculated on a daily basis) from the date such payment was due to the date of actual payment, at a rate of one and one-half per cent (1.5%) per month or the maximum amount allowed by applicable Law, if lower, from time to time, both before and after judgement.

6.3 Taxes. The Customer Entity shall pay all applicable state sales or use taxes to Lumeon resulting from the provision of Services under this Agreement or will provide proof of exemption from such taxes to Lumeon.

6.4 Books and Records. Upon not less than ten (10) business days' notice (a) Lumeon will provide Customer's internal or independent auditors with access to Lumeon's books and records sufficient to verify the accuracy of the invoices submitted by Lumeon to the Customer and the calculation of any credits due under this Agreement (b) the Customer Entity will provide access to Lumeon, to its books and records sufficient to verify the use of the Services in accordance with the terms of the relevant Order Form. Each party will reasonably and promptly cooperate with any such inspection, which will be conducted in confidence.

7. PROPRIETARY RIGHTS

7.1 Lumeon's Proprietary Rights. As between Lumeon and the Customer or any other Customer Entity, Lumeon and its licensors own and shall retain all Intellectual Property Rights in and to (a) the Services (b) pre-existing Intellectual Property materials used in the creation of Project Materials (including but not limited to that used to create pathways for a Customer Entity) (c) Documentation and (d) Lumeon Infrastructure used to provide the Services under this Agreement. The Customer and the Customer Entities and their Authorized Users shall have those rights and licenses to access and use the Services expressly granted by Lumeon.

7.2 Customer's Proprietary Rights. As between the Customer and Lumeon, the Customer and/or the Customer Entity shall own and retain all Intellectual Property Rights in and to any Customer Confidential Information (including Personal Information) disclosed or created. Lumeon shall have only those rights to access and use the Customer's Confidential Information in the performance of the Services as expressly granted by the Customer. The Customer also retains all Intellectual Property Rights in and to all Customer systems, software, patents, copyrights, trade secrets, materials, documentation and content that Lumeon may access or use in its performance of Services for the Customer.

7.3 Rights in Project Materials. The Customer Entity shall be the owner of the Project Materials and all Intellectual Property Rights in them. To the extent that any Project Materials do not vest in the Customer Entity pursuant to this provision, Lumeon will assign in perpetuity to the Customer Entity all right, title, and interest in and to such Project Materials, exclusive of any Intellectual Property Rights of Lumeon in Section 7.1 above ("Lumeon Pre-existing Material") or third party materials

contained in them. Except with the prior written consent of the Customer Entity, Lumeon will not disclose, use, license, sell or otherwise transfer all or any part of any Project Materials to any third party. If Lumeon includes any Lumeon Pre-existing Material in any Project Materials, Lumeon grants to the Customer Entity a non-exclusive, worldwide, irrevocable, fully-paid, perpetual license and right to use, modify, access, perform, execute, display, reproduce, distribute, enhance, and create derivative works of such Lumeon Pre-existing Material in conjunction with Customer's use of such Project Materials. Project Materials shall be deemed to be Customer's Confidential Information.

8. CONFIDENTIAL INFORMATION

8.1 Use and Disclosure Restrictions.

(a) General. Each party agrees: (i) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (ii) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights; (iii) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set out in this Section 8; (iv) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (v) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set out in this Agreement or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (vi) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

(b) Telemetry and Restrictions on Data Usage. Subject to Lumeon's rights to use Telemetry, notwithstanding anything to the contrary in the Agreement, the Business Associate Agreement (if any), or any Order Form, Lumeon is prohibited from de-identifying, selling, distributing, commercially exploiting, aggregating, data mining, analyzing, benchmarking or otherwise using or disclosing any Customer Confidential Information, Customer Data or Personal Information (including any anonymized, de-identified or aggregated Customer Confidential Information, Customer Data or Personal Information) for any purpose other than to provide the Services to Customer under this Agreement.

8.2 Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of Confidential Information set out in Section 8.1(a), above, the receiving party may use or disclose Confidential Information to the extent the receiving party is legally compelled to

disclose such Confidential Information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable Law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information.

8.3 Risk of Data Loss. In the event any Customer Data is damaged, lost or destroyed due to any act or omission of Lumeon, Lumeon shall be responsible for the regeneration or replacement of such information so far as is reasonably practicable. Lumeon will endeavour to ensure that the loss will not have a material adverse effect upon Customer Entity's business or Lumeon's provision of the Services. Customer Entity agrees to cooperate with Lumeon to provide any available information, files or raw data needed for the regeneration of the lost information. If Lumeon fails to correct or regenerate the lost or destroyed information within the period of time reasonably set by the Customer Entity and agreed by Lumeon, then the Customer Entity may obtain data reconstruction services from a third party, and Lumeon shall cooperate with such third party as requested by the Customer Entity. Within ten (10) business days following a request by the Customer Entity, Lumeon shall, at no additional cost, return all or any requested portion of the Customer Confidential Information in the format reasonably requested by the Customer Entity, or, if directed to do so, destroy all or any portion of the Confidential Information in Lumeon's possession, custody or control and certify in writing that the Confidential Information has been returned or destroyed.

8.4 Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of the Personal Information and other Confidential Information, there may be no adequate remedy at law to compensate the disclosing party for the breach of this Section 8; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this Agreement, or otherwise.

9. REPRESENTATIONS AND WARRANTIES

9.1 Services Warranty. Lumeon represents, warrants, and covenants that:

- (a) all Services and any deliverables will operate in accordance with their applicable Documentation and will conform in all material respects to their Specifications;
- (b) all Services will be provided with reasonable skill and care and by trained, qualified personnel and in accordance with the Service Levels and other requirements of this Agreement; and

(c) Lumeon's performance of the Services will not violate or contravene any Law promulgated by any government or regulatory body.

9.2 Malware, Viruses and Disabling Devices. Lumeon further agrees to use all reasonable efforts to ensure the Services and any other materials and deliverables supplied by Lumeon do not include any Virus. Lumeon will utilize anti-malware and advanced threat detection capabilities to aid in the detection and response to malware.

9.3 Disclaimer of Warranty. EXCEPT FOR THE WARRANTIES SET OUT IN THIS AGREEMENT, LUMEON DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. INDEMNIFICATION AND INSURANCE

10.1 General Indemnity. Lumeon will defend, indemnify and hold the Customer and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable attorneys' fees and costs and expenses of expert witnesses) or other losses (collectively, "Losses") brought by a third party against an Indemnified Party arising from the acts or omissions of Lumeon, its employees, affiliates, subcontractors or agents in the performance of the Services.

10.2 Infringement Indemnity. Lumeon will defend, indemnify and hold each Indemnified Party harmless from and against any Losses resulting from a claim that the Services or any Project Materials delivered under this Agreement infringe any Intellectual Property Rights of any third party or have become the subject of an injunction or settlement prohibiting the use of the Services or Project Materials. If there is a material, bona fide claim (or threat of a claim) of infringement, misappropriation, or violation of any Intellectual Property Right or other right of any third person in connection with the Services or Project Materials, Lumeon shall promptly: (a) procure for the Customer the right to continue using the Services or such Project Materials, as applicable; or (b) replace or modify the Services or Project Materials to make them non-infringing.

10.3 Medical Advice Indemnity. The Customer will defend, indemnify and hold Lumeon and its officers, directors, employees and agents (each a "Lumeon Indemnified Party") harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable attorneys' fees and costs and expenses of expert witnesses) or other losses (collectively, "Losses") brought by a third party against a Lumeon Indemnified Party arising from the acts or omissions of the Customer Entity, its employees, affiliates, subcontractors or agents arising from or related to (a) any Customer Entity's or Authorized Users' provision of healthcare and other services to patients, (b) clinical or medical care, recommendations, and decisions, including acts or omissions relating to clinical or medical care and any resulting personal injury or death.

10.4 Insurance.

or relieve Lumeon of its duties, responsibilities or liabilities under this Agreement.

(a) At its sole expense, Lumeon will procure and maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement:

- i. all insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits,
- ii. employer's liability insurance with no less than a \$1,000,000 limit;
- iii. commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Lumeon's liability under this Agreement;
- iv. professional liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least \$2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Lumeon will maintain continuous coverage for five (5) years after the termination or expiration of this Agreement;
- v. automobile (or other motor vehicle) liability insurance with not less than a \$1,000,000 limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement;
- vi. if this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of not less than \$5,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Lumeon will maintain continuous coverage for five (5) years after the termination or expiration of this Agreement.

(b) All of Lumeon's insurance must be primary and, as between Lumeon and the Customer, no other insurance maintained by the Customer will be called upon to contribute to a loss. Lumeon will on request provide the Customer with an industry-standard certificate of insurance evidencing these coverages. Lumeon will provide thirty (30) days' notice of cancellation of insurance to the Customer. The insurance requirements under this Agreement will not limit

11. LIMITATION OF LIABILITY

11.1 Limitation of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

11.2 Limitation of Liability. Subject only to Sections 11.1 and 11.3, and notwithstanding any other provision of this Agreement or Order Form, neither Lumeon's nor a Customer Entity's aggregate maximum cumulative liability to the other under or in connection with an Order Form shall in any circumstances exceed the greater of \$2,000,000 or the amount paid or payable to Lumeon under the relevant Order Form in the thirty-six (36) months before the event giving rise to the claim (or, if the event giving rise to the claim occurred before thirty-six (36) months after Go-Live Date, the product of thirty-six (36) and the average of the monthly payments paid or payable between the Go-Live Date and the date of the event giving rise to the claim).

11.3 Notwithstanding any other provision of this Agreement or any Order Form:

- (a) the aggregate liability of Lumeon under any Order Form arising out of or related to Exhibit A or of the Customer for breach of its obligations arising out of or related to Exhibit A shall not exceed \$3 million. The foregoing limitation applies even if any remedy fails of its essential purpose.
- (b) the collective aggregate liability of Lumeon under all Cloud Services Addenda arising out of or related to Exhibit A or of the Customer for breach of its obligations arising out of or related to Exhibit A shall not exceed the greater of \$5 million.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement shall commence on the date set out in the Order Form or if no date is specified, the date agreed between the parties in writing ("Effective Date"). The term of each Order Form shall commence on the Effective Date of the Order Form and shall continue for the Initial Term set out in the Order Form. After the Initial Term, an Order Form may be extended by the parties on an annual basis (each a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to in this Agreement as the "Term."

12.2 Termination for Cause. If either party materially defaults in any of its obligations under this Agreement or an Order Form or associated Statement of Work, the non-defaulting party shall have the right to terminate this Agreement or the applicable Order Form in whole or in part, as the case may be, by written notice to the other party unless, within thirty (30) days after

receiving written notice of such default, the defaulting party remedies the default.

12.3 Termination Without Cause. Unless agreed otherwise, the Customer Entity may terminate any Order Form in whole or in part for any reason, without cause, upon ninety (90) days written notice to take effect on or at any time after the term set out in the Order Form. In the event of termination pursuant to this subsection, the Customer Entity will be liable for all unpaid one time Service Fees for Services already completed by Lumeon and for recurring fees through the effective date of termination.

12.4 Termination for Bankruptcy. Either party may terminate this Agreement if the other party: (a) becomes insolvent; (b) fails to pay its debts in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing by means of a publicly available press release its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

12.5 Effect of Termination. Termination of this Agreement will not terminate any Order Form previously entered into and termination of any one Order Form will not terminate any other Order Form previously entered into. Upon request by either party following any termination or expiration of an Order Form, each party shall return (or destroy and certify the destruction thereof) all Confidential Information of the other party in its possession or control; provided, however, that neither party shall be obligated to return information maintained in archival form if return or destruction of information is infeasible. In such event any information retained in archival form shall remain subject to the confidentiality terms of this Agreement. Termination of this Agreement, or an Order Form by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. No termination of this Agreement shall relieve either party from liability for any breaches occurring prior to the effective date of such termination.

12.6 Survival. The provisions of Sections 1 (Definitions), 7 (Proprietary Rights), 8 (Confidential Information), 9 (Representations and Warranties), 10 (Indemnification and Insurance), 11 (Limitation of Liability), 12 (Term and Termination), and 13 (General Provisions) and the terms and conditions of any related business associate Agreement, shall survive the expiration or any termination of this Agreement.

13. GENERAL PROVISIONS

13.1 Compliance with Laws. Lumeon will maintain such licenses and certifications required by all applicable Laws and safety orders of the city, county, state and

country where Lumeon is located and where the Services are delivered. Lumeon will comply with all applicable Law, including without limitation, the Federal Anti-Kickback statute (42 U.S.C. §1320a-7b), HIPAA, as amended and the TCPA. If, due to the nature of the Services provided, the Customer determines Lumeon is acting as its business associate pursuant to HIPAA, Lumeon will enter into an appropriate business associate agreement with the Customer. The Customer shall be responsible for collecting all consents from patients required under HIPAA. Customer shall also be solely responsible for collecting appropriate consents to enable Lumeon to properly contact the patient either by message or call if message services are Included within the Services. The Customer shall Indemnify and keep Lumeon Indemnified to the extent that Lumeon suffers, loss, expenses or is subject to any claims or legal actions relating to the Customer's failure to collect adequate consent under HIPAA or the TCPA.

13.2 Independent Contractor. Lumeon is an independent contractor and engages in the operation of its own business. Neither party is or will be deemed the agent of the other party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venturer between the parties.

13.3 Use of Subcontractors. Lumeon shall notify the Customer or the Customer Entity, as applicable, and obtain its prior written consent, prior to its use of a subcontractor(s) to provide the Services. Lumeon shall require each subcontractor under this Agreement to agree in writing to terms that are at least as protective as this Agreement including, without limitation, the security and confidentiality provisions and the provisions requiring compliance with all Laws and policies. Lumeon shall be fully responsible for compliance by its subcontractors with all of the terms and conditions of this Agreement and the acts and omissions of its subcontractors under this Agreement. The Customer agrees that Lumeon will use AWS as its provider of hosting services and acknowledges that Lumeon is unable under AWS' standard terms and conditions to flowdown the compliance obligations to AWS as a subcontractor in accordance with this Section 13.4.

13.4 No Suspension of Services. Lumeon may not suspend the provision of Services to the Customer or the Customer Entity other than in accordance with termination provisions of this Agreement or the relevant Order Form and after providing the Customer and the Customer Entity with notice of any breach and an opportunity to cure.

13.5 Successors and Assigns. Neither party will assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of the other. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

13.6 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of Massachusetts. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in Massachusetts. Each party hereby irrevocably agrees to submit to the personal and exclusive jurisdiction and venue of such courts.

13.7 Dispute Resolution. In the event either party issues a written notice of a dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute"), each party will appoint a senior manager who will meet for the purpose of endeavoring to resolve the Dispute. If the Dispute continues unresolved after ten (10) business days, then upon the written request of either party, each of the parties will appoint a designated senior business executive who will meet within ten (10) business days for the purpose of endeavoring to resolve the Dispute. During the thirty (30) day period following such initial meeting (or such other period as the parties may agree in writing), the designated executives will meet as often as the parties reasonably deem necessary in order to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. Notwithstanding any other provision of this Agreement, if a Dispute is not resolved by the parties within ninety (90) days after the issuance of written notice under this provision, either party may take any available action in law or in equity. Nothing in this provision shall prevent a party from seeking equitable relief before commencing or during the foregoing informal dispute resolution processes.

13.8 Notices. All notices provided under this Agreement will be in writing, shall reference this Agreement, and will be deemed given upon receipt if sent as follows: (i) personally delivered, (ii) by overnight mail by USPS or a courier service with confirmed delivery, (iii) by USPS certified mail (return receipt requested), or (iv) by electronic means in the case of the Customer to the email notified to Lumeon in advance or to Lumeon at notices@lumeon.com provided that delivery can be confirmed. If notice is mailed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set out on the first page of this Agreement. These addresses may be changed by written notice to the other party.

13.9 No Publicity. Neither party will, without the prior written consent of the other, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other, or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

13.10 No Waiver; Severability; Remedies; No Joint Liability. The waiver of a breach of any term or condition of this Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the parties in writing. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the Law and all other parts of this Agreement will remain enforceable. The

rights and remedies of the parties provided in this Agreement are cumulative and are in addition to any other rights and remedies provided by Law. The obligations of the Customer and each Customer Entity under this Agreement, including under any Order Form(s) or Statement(s) of Work, are several and not joint with the obligations of any other Customer Entity, and neither the Customer nor any Customer Entity shall be responsible in any way for the performance of the obligations of any other Customer Entity under this Agreement, including under any Order Form(s) or Statement(s) of Work.

13.11 Controlling Terms. The provisions of this Agreement supersede any provisions in Lumeon's quote, proposal, confirmation, acceptance, acknowledgement or similar form or any other general terms or conditions specified in the Customer's requirements. In the event of a conflict within this Agreement, the provisions will override and govern in the following order: (i) the General Terms and Conditions; (ii) the Data Security Addendum (Exhibit A), if applicable; (iii) the business associate Agreement, if applicable; (v) the applicable Order Form(s) or Statement(s) of Work any other Exhibits, if applicable.

13.12 Entire Agreement. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement, including all exhibits, attachments, and any Statements of Work entered into (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between the Customer and Lumeon regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of the Customer and Lumeon.

13.13 Construction. The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

13.14 Change Control

(a) In this Agreement, the terms "**Change**", "**Change Request**", and "**Change Control Procedure**" have the meanings set out in the next subsection.

- (b) A Customer Entity may from time to time request changes to an Order Form. Such changes may include increases or reductions to the scope provided or additions of Services outside the scope provided (each, a “**Change**”). A Change will be suggested by preparing a Change request (“**Change Request**”) and submitting it to the other party for review (the “**Change Control Process**”). The recipient shall, at its expense (unless a charge is specifically proposed and agreed), evaluate the Change, and respond as described below to the Change Request within the time period required by the Change Control Process. The recipient shall respond to the Change Request with (i) a proposed new Order Form and/or associated Statement of Work for a Change Request consisting of services different from the then-existing services, or (ii) a Change order for Changes to existing services that includes (as applicable) the following:
- (i) a description of the services, functions and responsibilities anticipated in performing in connection with such Change;
 - (ii) a schedule for commencing and completing such Change;
 - (iii) proposed fees for such Change;
- (iv) a description of any new software to be provided by Lumeon in connection with such Change;
 - (v) a description of any software and run-time requirements necessary to develop and operate any new software;
 - (vi) any Service Levels applicable to such Change;
 - (vii) a brief description of any ongoing impact or change resulting from the Change;
 - (viii) development and execution of implementation plan(s); and
 - (ix) any training of the personnel of a Customer Entity.
- (c) If the parties agree to implement a Change, they shall prepare a variation to the Order Form and/or associated Statement of Work, as the case may be, documenting the agreed Change, including any impact on the Services and Fees. No Change shall be binding on either party unless manually signed by an authorized representative of each party. Lumeon will not implement any Change without approval.

EXHIBIT A

DATA SECURITY ADDENDUM

The terms of this Data Security Addendum shall apply to hosting and/or processing of Personal Information under the Cloud Services Agreement with the Customer to which this Data Security Addendum (“**Addendum**”) is attached:

1. **Definitions.** Capitalized terms used in the Agreement shall have the same meaning for purposes of this Addendum. The following terms shall have the meaning set out below for purposes of this Addendum:

“**Data Security Requirements**” means the data security requirements set out in this Data Security Addendum, including, without limitation, Lumeon Security Measures set out in Section 5 below.

“**Secure Services**” means services provided by Lumeon, directly or indirectly, that involve accessing, generating, processing, hosting, downloading, printing, maintaining, transferring, receiving, or storing Personal Information, including, for example, application management, data processing, hosting, or cloud services.

“**Service Location**” means each facility used to provide Secure Services, including any hosting, data center, co-location or other facility operated by Lumeon or a Lumeon Subcontractor at which any Secure Services are provided.

“**Lumeon Security Measures**” means appropriate safeguards and controls which conform to the requirements set out in this Exhibit A and are used by Lumeon and each Lumeon Subcontractor to protect the security and privacy of Personal Information, including: (i) safeguards and controls against the destruction, loss, or alteration of Personal Information; and (ii) safeguards and controls against unauthorized access to Personal Information.

“**Lumeon Subcontractor**” means any contractor or subcontractor of Lumeon, at any tier, performing one or more Secure Services on behalf of Lumeon.

2. **Compliance at Each Service Location.** Each Service Location will meet or exceed the Data Security Requirements set out in this Data Security Addendum, including, without limitation, Lumeon Security Measures set out in Section 5 below. Lumeon is responsible for compliance with these Data Security Requirements at each Service Location. No Service Location may be located outside the United States without the Customer’s prior written approval (not to be unreasonably withheld or delayed).
3. **Lumeon Subcontractors.** If Lumeon uses any Lumeon Subcontractors in the performance of Secure Services, Lumeon shall be responsible for each such Lumeon Subcontractor’s compliance with the Data Security Requirements set out in this Exhibit A. By this Agreement, the Customer hereby approves Amazon Web Services as Lumeon’s hosting provider and acknowledges that AWS will not accept a flowdown of the hosting responsibilities of Lumeon.
4. **No Portable Media.** Personal Information may not be stored or maintained on portable media or devices without the Customer’s prior written approval. In the event any Personal Information is stored or maintained in a portable computer, tablet or portable endpoint device (e.g., a zip drive, USB hard drive, flash memory or thumb drive, portable SSD drive, mp3 player, smart phone (such as an iPhone, Android, Windows or Blackberry device) or on any other form of removable or transportable media (e.g., tape, diskette or CD-ROM), the Personal Information must be encrypted in accordance with all applicable legal and regulatory requirements, including use of strong cryptography.
5. **Lumeon Security Measures.** In accordance with generally accepted industry practices and the specific requirements set out in this Exhibit A, Lumeon (and Lumeon Subcontractors) will establish and maintain at each Service Location the Lumeon Security Measures sufficient to meet or exceed these Data Security Requirements. Lumeon will notify the Customer of any material changes to the Lumeon Security Measures that may impact Lumeon’s provision of Secure Services. Without limitation of the foregoing, Lumeon Security Measures will, at a minimum, include the following:
 - i. **Information Security Policies:** Lumeon will establish and maintain information security policies and controls for the facilities, network, and systems at each Service Location that support the delivery of the Secure Services. Such information security policies will describe Lumeon’s information security requirements, responsibilities, roles, controls, and risk management practices pertaining to information protection, privacy, and site and internal security. Lumeon will comply with such information security policies and will enforce compliance by all Lumeon employees, agents and Lumeon Subcontractors that support the delivery of the Secure Services.

- ii. Physical Security: At each Service Location, the systems used to access, process and store Personal Information shall be operated in an environment equipped with security and monitoring, security alarm systems, and other reasonable measures designed to protect the security and integrity thereof.
- iii. Access Controls: Lumeon shall maintain access controls that prevent the unauthorized access, disclosure or use of Personal Information including, without limitation, the following access controls: (a) limiting access to systems supporting the delivery of Secure Services to authorized personnel who have a need for such access for purposes of providing the Secure Services; (b) limiting access to any Personal Information stored or processed on such systems only for such access as necessary in order to provide the Secure Services; (c) identifying and associating each action taken with respect to any Personal Information with the individual who performed such action and maintaining logs documenting such actions; (d) revoking all access privileges of any Lumeon, employee, agent or Lumeon Subcontractor that no longer has reason to access the systems supporting the Secure Services; and (e) tracing any action performed with a surrogate user account such as Root, Administrator or Service Account to Lumeon personnel who have approved the use of such an account.
- iv. Firewalls: Lumeon will utilize hardware and software firewalls configured in accordance with industry standard practices to minimize the risk of unauthorized access to Personal Information.
- v. Communication Protocols: The transfer, exchange or other communication of Personal Information requires Secure File Transfer Protocol (SFTP) or Secure Socket Layer (SSL) or similar secure mechanism. Strong authentication is required for any access initiated from outside the Customer network and may rely on devices, such as a VPN token or a certificate. All login streams (user ID and password) to systems on which Personal Information is stored must be encrypted, regardless of source or destination. All files sent by electronic transmission must be encrypted.
- vi. Protection against Malicious Code: Lumeon will not knowingly introduce any viruses, worms, Trojan horses, logic bombs, disabling code, or other malicious code into Lumeon systems or data ("Malicious Code"). Lumeon will implement reputable and industry standard virus detection/scanning program(s) to scan all files transmitted to the Customer and all information systems used to provide the Secure Services. Lumeon shall continuously update such virus detection/scanning program(s) for the detection, prevention, and recovery to protect against Malicious Code and will also implement appropriate user awareness procedures.
- vii. Data Encryption: Personal Information transferred from servers/systems that are vulnerable to outside sources are to be encrypted in transit and at rest (i.e., when stored) by Lumeon. Users will only be permitted to connect to the systems that process or store Personal Information using secure web browsers supporting strong encryption.
- viii. Back-Up Storage and Security: Lumeon will have and maintain processes for back-up of data containing Personal Information, image repositories and provisioned environments. The back-up storage infrastructure will be Lumeon-owned or Lumeon Subcontractor-owned equipment and media and will meet these Data Security Requirements. The back-up storage infrastructure will be located in physically protected, limited access facilities located within the United States and be governed by the access controls and other security measures as set out in this Exhibit A.
- ix. Business Continuity Management: Lumeon will have and maintain a documented disaster recovery plan. In the event of a disaster, Lumeon will endeavor to promptly restore such Secure Services and to comply with any work and data restoration deadlines included in any agreements between the parties.

6. Independent Certification of Lumeon's Controls.

- i. Independent Certifications. If requested, Lumeon will provide the Customer copies of all independent, third-party certifications (each an "Independent Certification") of Lumeon's applicable data security controls that address all or a portion of the subject matter of these Data Security Requirements (e.g., information security, internal controls, privacy). If the Customer determines that one or more Independent Certifications provide an adequate assessment of the Lumeon Security Measures, the Customer may accept such Independent Certifications in lieu of all or a portion of the Security Assessment described in Section 5 above.

7. Response to Security Incidents.

- i. Notification to the Customer. Lumeon will notify the Customer as soon as practicable after discovering an actual breach or compromise of the security of Lumeon's systems or Lumeon Security Measures or any other unauthorized access that may have occurred with respect to Personal Information that directly affects the Customer (each a "Security Incident").
- ii. Mitigation. Lumeon will promptly conduct corrective actions in response to any Security Incident as appropriate.
- iii. Investigation/Consumer Remedies. Lumeon will promptly conduct an investigation of any Security Incident and submit an oral report of its findings to the Customer. Lumeon will respond to reasonable

requests from the Customer for information regarding the Security Incident and will cooperate with the Customer in connection with any incident management, including with respect to external and media relations, law enforcement activities, and notification to affected individuals.

- 8. Customer Data Privacy Obligations.** The Customer undertakes without affecting its other obligations to comply with all applicable Laws and regulations with respect to its activities under the Agreement and this Exhibit A. Accordingly Customer undertakes to Lumeon to comply with its obligations under applicable data privacy Laws. Without affecting its other rights, Lumeon will not be in breach if it is unable to perform an obligation on its part to be performed as a result of breach of this Section 8 by the Customer.