

US GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“General Terms”) together with any quote, Order Form, Statement of Work, (if any) and any other documents referred to in those documents and any future agreed variations, form the agreement (“Agreement”) between Lumeon Inc, a Delaware corporation with its principal place of business at 90 Canal Street, Boston, MA 02114 and the person or entity that has been granted rights under the Agreement and is specified on an Order Form (“Customer”).

THESE GENERAL TERMS WILL APPLY TO ANY QUOTE, ORDER FORM, STATEMENT OF WORK, ORDER ACKNOWLEDGEMENT, INVOICE, AND ANY SALE, LICENSE, OR PROVISION OF ANY SERVICES BY LUMEON. By accessing or using the Services, Customer acknowledges that Customer has read, understands and agrees to be bound by these General Terms.

Lumeon and Customer may be collectively referred to as the “parties,” individually, a “party.”

1. Definitions: Capitalised terms used but not defined elsewhere in these General Terms and Conditions have the meanings ascribed to them in Appendix 1.

2. ORDERS

2.1. Provision of Services. Lumeon agrees to provide to Customer or any Customer Entity (that becomes a Customer Entity before the provision of Services) the Services as set out in the Order Form and any accompanying Statement of Work. The Order Form and any accompanying Statement of Work must be in writing, and signed by authorized representatives of both parties, and reference these General Terms to be valid. The Order Form will be governed by these General Terms and any different or additional terms presented by Customer with that Order Form or Statement of Work, including but not limited to, Customer’s purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the parties in writing prior to the acceptance of that Order Form. 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 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. Customer is solely and exclusively liable directly to Lumeon for all of its Services Fees and any other Customer obligations set out in the Order Form. Lumeon will perform the setup and Implementation Services (as applicable) set out in the applicable Order Form or Statement of Work

. 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 Hosting Infrastructure; United States Location Only. Unless otherwise agreed in writing, 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 will be hosted at a physical location in the United States and

will be under Lumeon’s control at a Lumeon facility or hosted by a subcontractor approved by Customer and meeting the requirements set out in this Agreement. Unless otherwise agreed in writing between Lumeon and Customer, Lumeon will not copy, store, access, process or maintain 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 flow down of the hosting responsibilities of Lumeon under this Section 2.2.

3. USE OF SERVICES BY CUSTOMER

3.1 Right to Use Services. Lumeon hereby grants to the Customer Entity and the Authorized Users a limited, non-exclusive, non-sublicensable, non-transferable, revocable 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 and (b) reproduce, distribute and display the Documentation to Authorized Users, provided that Customer Entity may only make a commercially reasonable number of copies and must reproduce and include all of Lumeon’s and Lumeon’s suppliers’ copyright notices and proprietary legends on each such copy, and (c) receive the Support Services.

3.2 Restrictions. Except for use by Authorized Users as permitted in this Agreement, the Customer specifically agrees not to (and not to allow Authorized Users or other third parties to): (a) sell, assign, sublicense, rent, resell, lease, distribute or otherwise transfer the Services or any part thereof to third parties outside of the Customer; (b) use the Services to provide or perform service bureau processing, or hosting services for any third party outside of the Customer; (c) 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; (d) except to the extent expressly permitted under the Agreement, attempt to copy, duplicate, create links to, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means (for the avoidance of doubt Customer may copy Customer Data stored as part of the Services for backup and any other purposes for so long as it has permission to access and use the Services); (e) except to the extent expressly permitted under the Agreement, attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Services or any portion thereof; (f) modify, port, translate, localise or create derivative works of the Services (other than by way of creating appointments, letters, reports and other user outputs that use the content in the normal course of using the functionality of the Services); (g) remove or modify any acknowledgements, credits or legal notices contained in the Services or any part thereof; (h) access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any

Pass-Through Services, (i) access the Services for the purposes of monitoring its availability, performance or functionality, or to utilise the information provided by the Services to create a service, including but not limited to analysis, meta-data extraction, retrieval and content categorisation service or for any other benchmarking or competitive purposes save as agreed between Customer and Lumeon in writing, (j) access all or any part of the Services in order to build a product or service which competes with Lumeon, or file copyright or patent applications that include the Services or any portion thereof. Customer shall 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 of the access or attempted access. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

3.3 Telemetry. Customer agrees that Lumeon may create, use and retain 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 Services and to optimize the efficiency of pathway applications for the benefit of each Customer Entity. Customer agrees to notify the Authorized Users that Lumeon may access and use the Telemetry for such purpose, and as described in Lumeon's Privacy Policy. For the avoidance of doubt, Telemetry does not contain patient data.

3.4 Customer Obligations (Viruses & Content). The Customer shall not negligently, intentionally or wilfully 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 or has the potential to cause 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.

3.4.1 Affiliate use. Lumeon acknowledges and agrees that the Services may be used for the benefit of Customer's affiliates (entities that control or are controlled by Customer) which become Customer affiliates before the Effective Date. Such Customer affiliates will be entitled to utilise the Services in the same way as Customer under the terms of this Agreement. To the extent that any such Customer affiliate utilises the Services in accordance with this clause 3.4.1, Customer (acting as the agent and trustee of the relevant Customer affiliate) will be entitled to enforce any term of the Agreement and recover losses suffered by such Customer affiliate pursuant to the Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss. Customer will be liable to Lumeon for any use by Customer affiliates of the Services in a manner which is in breach of the Agreement as if Customer had breached the Agreement itself.

3.5 Customer Obligations (General). The Customer acknowledges and agrees that Lumeon's ability to perform the

Services is dependent upon Customer performing its own obligations in relation to the Agreement. Accordingly, Customer shall, without affecting its other obligations under this Agreement,:

(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 and other cooperation 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. Customer will use reasonable efforts to ensure that all information it provides to Lumeon is correct and complete;

(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 (including any applicable Statement of Work) 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) procure written compliance by each Authorized User or sub-contractor that such Authorized Users shall use the SaaS platform, the Services and the Documentation in accordance with the terms and conditions of this Agreement. Customer shall be responsible for any Authorized User's breach of this Agreement and shall indemnify Lumeon for any failure to procure such written compliance from its Authorized Users;

(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;

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;

ensure that it makes such information and advice available only with proper and appropriate warning and disclaimers and agrees that nothing generated from the SaaS or Services constitutes medical advice. Should the information generated by the Services be adopted by Customer or an Authorized User for a medical purpose or be used in connection with any treatment decision, then Customer assumes full responsibility for compliance with all applicable regulatory

requirements governing the use of such information for such purpose, and Customer must ensure that it has any and all regulatory approvals that are necessary for its intended uses of the Services. 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;

(j) 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.

(k) For the avoidance of doubt, Customer shall be exclusively and entirely responsible for the proper use of the Services by its Authorized Users including but not limited to ensuring compliance with this Agreement.

4. SERVICE COMMENCEMENT

4.1 Go-Live Date. On the Go-Live Date, Lumeon shall commence providing the Services set out in the applicable Order Form or Statement of Work to the Customer Entity and its Authorized Users with access via the public internet to the Services set out in the applicable Order Form. On or before the Go-Live Date, Lumeon shall provide Customer with any materials reasonably needed for its access and use the Services. The Services and any associated software are provided by electronic means only. 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. Lumeon shall use all reasonable efforts to check that the Services and any other materials and deliverables supplied by Lumeon do not include any Virus.

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 Implementation Services.

4.3 Pass-Through Services. If applicable, Lumeon will provide Pass-Through Services as specified in the Order Form. With respect to the Pass-Through Services, Customer Entity acknowledges that such is the nature of Pass-Through Services that Lumeon has no control over the content or quality of any Pass-Through Service and will, accordingly, owe no liability whatsoever to Customer Entity for any loss, damage or claim arising out of or in connection with the Pass-Through Services.

4.4 Professional Services. At Customer Entity's request, Lumeon will provide development, configuration, integration, consultancy, training, or other ad hoc services provided in accordance with the Order Form of an agreed Statement of Work.

4.5 Third party products. In addition to the Services, Lumeon may license or resell with the Services certain third party products, including open source software. Unless the applicable licence terms provide otherwise, the third party products may be used only in conjunction with the Services and not independently. Customer agrees

that the Lumeon Privacy Policy does not apply to Customer's use of third party products.

5. SUPPORT

5.1 Support. As part of the Services, Lumeon shall provide maintenance and support for 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. Support services are subject to and further described in the Support Agreement. Lumeon will provide the support Services as set out in the applicable Order Form. Support Services are subject to and further described in the Support Agreement. Lumeon may amend the Support Agreement and Support Handbook in its sole and absolute discretion from time to time in order to reflect developments in its support Services, changes in applicable laws or best practices, or changing customer requirements. Lumeon acknowledges that the purpose of this clause is to ensure operational flexibility and not to provide a means of avoiding the provision of support Services to an appropriate level, and will therefore have due regard to the interests of the Customer in exercising its discretion under this clause.

5.2 Updates. Lumeon will 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 make new features available to the Customer. Notwithstanding the foregoing, (a) no Update shall serve to reduce the features, 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 onetime and recurring fees) are set out in the applicable Order Form. The Services Fees are inclusive of all fees, charges, expenses and costs for Lumeon's performance under an Order Form, save that the Services Fees are exclusive of VAT, sales, and use taxes addressed by any taxing authority in the jurisdiction in which Customer is physically located. Lumeon may invoice the Customer Entity for the Services Fees on the basis set out in the applicable Order Form. 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. Unless otherwise stated in the Order Form, the Customer Entity will pay all undisputed fees due within thirty (30) days of the Customer Entity's receipt of an invoice in accordance with the instructions on the invoice. If the payment is made by wire or other electronic funds transfer, Customer is solely responsible for any bank charges assessed on Customer by Customer's bank and will reimburse Lumeon for any such fees if such

fees are incurred by Lumeon. If the Customer Entity disputes an invoice in whole or in part, it will provide written notice to Lumeon within five (5) Working Days of the receipt of that invoice 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. Customer shall not delay payment of the undisputed part of the invoice by reason of the dispute. If Customer fails to pay any fees owed to Lumeon 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; or suspend or cancel performance of the Services if Customer fails to make payments when due. If Customer has lapsed in the payment of Services Fees due, Lumeon may suspend the provision of Services on ten (10) Working Days' prior written notice to Customer. Prior to the recommencement of the Services by Lumeon, Customer will be responsible for paying all Services Fees owed from the date such Services were stopped to the then current date.

6.3 Annual Increase. The Services Fees are subject to an annual increase of no more than three percent (3%) or in line with The Consumer Price Index (CPI) from time to time (whichever is higher), or if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the United States of America in the respective year.

6.4 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.

6.5 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, its suppliers and its licensors own and shall retain all Intellectual Property Rights in and to (a) the Services (including the Documentation and all copies thereof) and all enhancements error corrections, new releases, updates, derivations, and modifications thereto, and regardless of whether the Services or any part (or any part thereof) have been developed solely by Lumeon or jointly with the Customer, (b) pre-existing Intellectual Property Rights in materials used in the creation of Project Materials (including but not limited to that used to create pathways for a Customer Entity) (c) 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. Customer agrees to inform Lumeon promptly of any infringement or other improper action with respect to Lumeon Intellectual Property Rights that come to Customer's attention.

7.2 Customer's Proprietary Rights. Customer and/or the Customer Entity shall own and retain all Intellectual Property Rights in and to any Customer Confidential Information (including Customer Data) disclosed or created through Customer's use of the Services. Customer grants Lumeon a limited and non-exclusive license to access and use the Customer Data only to the extent necessary for Lumeon to provide Services. Lumeon's use of this metadata is governed by the terms of the Privacy Policy. For the avoidance of doubt, metadata does not include patient data.

7.3 Customer Data Disclaimer; Indemnity. Customer is solely responsible for its use of the Services, the activities of its Authorized Users and for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data processed through or generated by the Services. Customer expressly recognises that Lumeon does not create or endorse any Customer Data processed by or used in conjunction with the Services. Customer will, at Customer's own expense, indemnify, defend and hold Lumeon harmless from and against all liabilities, damages and costs, including settlement costs and reasonable legal fees incurred by reason of Lumeon's compliance with the instructions of Customer with respect to the ownership, custody, processing or disposition of Customer Data by Lumeon, as applicable.

7.4 Rights in Project Materials. The Customer Entity shall own all right and title to the Project Materials (excluding any Lumeon Pre-existing Material) 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 and their functioning. Project Materials shall be deemed to be Customer's Confidential Information.

7.5 Improvements. Lumeon shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancements, requests, recommendations, or other feedback provided by Customer or its Authorized Users relating to the operation and development of the Services. Customer will sign and will procure that its Authorized Users sign all documents reasonably necessary or desirable to give effect to such assignment. Customer agrees to Lumeon using the content and Customer Data that Customer may provide through the Services in accordance with the Lumeon Privacy Policy and as specified in the

Agreement. Customer agrees to notify the Authorized Users who use the Services that Lumeon may access, use, copy, distribute internally, extract, compile, synthesize, analyse and otherwise make derivative works of Customer's content and of the Customer Data, with the exception of patient data in accordance with the Lumeon Privacy Policy and the terms of this Agreement.

7.6 Reservation of rights. Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property.

8. CONFIDENTIAL INFORMATION

8.1 Use and Disclosure Restrictions.

(a) **General.** Each party agrees: (i) to protect the disclosing party's Confidential Information using a reasonable degree of care to prevent unauthorized dissemination and use for five (5) years from the date of receipt or, if longer, for such period as the Confidential Information remains confidential; (ii) to use the disclosing party's Confidential Information only for the purpose of fulfilling the receiving party's obligations, or in connection with the exercise of the receiving party's rights, under this Agreement; (iii) to disclose any Confidential Information only to those of its employees, agents, or contractors of the receiving party and its affiliates (including employees, agents, or contractors of the receiving party) ("Representatives") 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. Notwithstanding the foregoing, the receiving party shall remain liable for acts or omissions of its Representatives; (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, deidentified or aggregated Customer Confidential Information, Customer Data or Personal Information) for any purpose other than to provide the Services to Customer under this Agreement.

8.1.1 Exclusions. The foregoing obligations with respect to Confidential Information do not cover information that was known or becomes known to the receiving party on a non-confidential basis from a third party, provided that: the receiving party has no knowledge

that the third party is subject to a confidentiality agreement with the disclosing party in respect of the information, and such information is not of a type or character that a reasonable person would have regarded as confidential; is independently developed by the receiving party without violating the disclosing party's rights (including the disclosing party's rights, including the Intellectual Property Rights; is or becomes publicly known other than through disclosure by the receiving party or one of its representatives in breach of this Agreement; or was lawfully in the possession of the receiving party before the information was disclosed by the disclosing party.

8.1.2 Restrictions on use of Customer Data. Subject to Lumeon's rights to use Telemetry, notwithstanding anything to the contrary on the Agreement, or any Order Form, Lumeon is prohibited from deidentifying, selling, distributing, commercially exploiting, aggregating, data mining, analysis, benchmarking or otherwise using or disclosing any Customer Confidential Information or Customer Data (including any anonymized, deidentified or aggregated Customer Confidential Information or Customer Data) 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 of the request for disclosure of the Confidential Information, giving it reasonable opportunity to respond, and cooperate fully with the disclosing party's reasonable, lawful efforts to resist, limit or delay disclosure at the disclosing party's expense, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information. Except for making such required disclosure, the information will otherwise continue to be Confidential Information.

8.3 Risk of Data Loss. While Lumeon uses industry standard security, no system can perfectly guard against risks of intentional or inadvertent disclosure of information. When using the Services, information will be transmitted over a medium that is beyond Lumeon's control. Accordingly, Customer agrees that Customer assumes the risk for, and Lumeon is not responsible for, any inability to access Customer Data, or for any unauthorised use of the Customer Data as a result of Customer's use of the Services, and Lumeon shall have no liability to Customer for such inability to access the Customer Data as a result of Customer's use of the Services, and Lumeon has no liability to Customer in connection with such inability to access the Customer Data, the loss, or corruption of Customer Data, the loss, or corruption of Customer Data, or for any unauthorised use or access of the Customer Data as a result of Customer's use of the Services. 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.

8.4 Destruction of Confidential Information. Within ten (10) business days following a request by the disclosing party or following termination of this Agreement, the receiving party shall, at no additional cost, return all or any requested portion of the disclosing party's Confidential Information in the format reasonably requested by the disclosing party or, if directed to do so, destroy all or any portion of the Confidential Information in the receiving party's possession, custody or control and certify in writing that the Confidential Information has been returned or destroyed, save that the receiving party may retain any of the Confidential Information of the disclosing party that it is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction. In such event, any information retained in archival form shall remain subject to the confidentiality terms of this Agreement.

8.5 Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of the intellectual property, Personal Information and other Confidential Information, monetary damages may not be a sufficient remedy 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, in addition to any applicable monetary damages, the non-breaching party will also be entitled to apply for injunctive relief and other appropriate equitable relief to prevent future breaches of this Agreement, without the need for proof of actual damage and 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 warrants to Customer that during the Term:

- (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.
- (d) The warranties contained in this clause 9.1 shall not apply if: Customer's use of the Services is not in accordance with the Agreement; Customer fails to follow Lumeon's operation or maintenance instructions or procedures in the Documentation; the Services have been subject to Customer's (or its Authorized User's) abuse, negligence, improper servicing or operation (including, without

limitation, use with incompatible equipment); the Services have been modified other than by Lumeon; Customer (or its Authorized Users) has failed to implement, or to allow Lumeon or its agents to implement, any corrections or modification to the Services made available to Customer by Lumeon and, but for such combination, the breach of warranty would have been avoided.

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 General Warranty. Each of the parties warrants that it: has the full power and authority to carry out the actions set out under this Agreement; has and will maintain all necessary licenses, consents and permissions necessary for the performance of its obligations under the Agreement; and that its entry into and performance under the Agreement shall not cause it to be in breach of any obligations to a third party.

9.4 Disclaimer of Warranty. EXCEPT FOR THE WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LUMEON NOR ANY OF ITS THIRD PARTY LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATIONS, CONDITIONS, UNDERTAKINGS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN RELATION TO ANY SUBJECT MATTER OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. LUMEON DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. FOR THE AVOIDANCE OF DOUBT, ALL PASS-THROUGH SERVICES ARE STRICTLY BETWEEN CUSTOMER AND THE PASS-THROUGH SERVICE OWNER OR DISTRIBUTOR OF THE PASS-THROUGH SERVICES.

9.5 Remedies. Customer agrees to provide prompt notice of any failure under clause 9.1, together with a detailed description of such failure. As Customer's sole remedy and Lumeon's entire liability for such breach of warranty, Lumeon will (at Lumeon's sole option and expense) correct, repair or reperform (as applicable) the affected Service within a reasonable time.

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. An Indemnified Party will be obliged to mitigate its losses as is reasonable in the circumstances.

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. An Indemnified Party will be obliged to mitigate its losses insofar as is reasonable in the circumstances.

10.3 Medical Advice Indemnity. 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 Exclusions. The indemnification obligations of Lumeon under this clause 10 do not apply to the extent that a third party claim is caused by, or results from: Customer's use of the Services that is the subject of a claim in a manner not in accordance with this Agreement or the Documentation; modification of the Services that is the subject of a claim by anyone other than Lumeon, if the third party claim would have been avoided by use of the unmodified Services, or other intellectual property that is the subject of a claim; Customer's combination or use of the Services that is the subject of the claim with other services, data or hardware or software that are not provided or authorised by Lumeon in writing, if the claim would have been avoided by the non-combined or independent use of the Services that is the subject of the claim; Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement; or use of other than Lumeon's most current release of the Services that is subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision, each an "Excluded Use."

10.5 Complete statement. This clause 10 is a complete statement of Customer's remedies for third party claims for infringement as described in this clause 10.

10.6 Customer IPR indemnity. Customer will defend, indemnify, and hold Lumeon and its officers, directors, employees and agents harmless from and against all Losses arising out of or in connection with an Excluded Use.

10.7 Insurance.

(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 one million dollars (\$1,000,000) limit;

iii. commercial general liability insurance with limits of not less than two million dollars (\$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 two million dollars (\$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 one million dollars (\$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 two million dollars (\$2,000,000) for each occurrence and an annual aggregate of not less than five million dollars (\$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.

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

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 two million dollars (\$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 three million dollars (\$3,000,000). 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 five million dollars (\$5,000,000).

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. Either party may terminate the Agreement or the applicable Order Form or Statement of Work in whole or in part by giving thirty (30) days' notice in writing if: either party materially breaches any of its obligations under this Agreement or an Order Form or associated Statement of Work and (if the breach is remediable) fails to cure such breach within thirty (30) days after receipt of written notice; the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business operations or; or a Force Majeure event lasts for a period of at least three (3) consecutive months, which affects a party's ability to fulfil its obligations under the Agreement. The non-defaulting party shall not 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 if, 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, either party 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.

12.3.1 Termination or suspension by Lumeon. Without prejudice to any other right or remedy available to Lumeon, Lumeon may restrict, suspend or terminate Customer Entity's license or use of the Services without liability in the event of: an adverse change of law; or if Lumeon provides Customer Entity with written notice that it has a reasonable suspicion that Customer is using the Services: in breach of clause 3 or in a manner that is otherwise unlawful and in each case Customer Entity does not cure the condition identified in such notice within five (5) Working Days. Any restriction or termination under this clause 12.3.1 shall not relieve Customer Entity of its ongoing payment obligations.

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 within thirty (30) days after the institution thereof.

12.5 Effect of Termination. Termination of this Agreement will not terminate any Order Form previously entered into by the parties and termination of any one Order Form will not terminate any other Order Form previously entered into. Upon termination or expiration of the Agreement: all rights and license to the Services will immediately terminate; Customer Entity shall immediately cease all use of any Services and promptly return to Lumeon, or at Lumeon's written request, destroy, all documents and tangible materials containing, reflecting, incorporating, or which are otherwise based on, Lumeon's Intellectual Property Rights, each party will return or destroy all Confidential Information of the other in its possession or control, in accordance with this clause 12 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 for as long as the information remains Confidential Information. 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. Upon termination of the Agreement or applicable Order Form, any Services Fees owing to Lumeon at the date on which termination takes effect will become due and payable, any discounts applied to the annual percentage rate and any additional

discounts applied to the Services set out in the Order Form will no longer apply.

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. Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause to the extent that such breach is caused or contributed to by any breach of the Agreement by the other party (or its employees, agents, and representatives). The parties shall maintain such licenses and certifications required by all applicable 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. Laws and safety orders of the city, county, state and 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 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and [(g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and [(i) other events beyond the control of the Impacted Party].

13.3 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 create a partnership, joint venture, or agency relationship between the parties.

13.4 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 flow down the compliance obligations to AWS as a subcontractor in accordance with this Section 13.4.

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 party. Notwithstanding the foregoing, consent of the other party will not be required for a transfer to an affiliate of a party or if a party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning party. 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. Any attempt to assign the Agreement in violation of the foregoing will be null and void. The Agreement binds the parties, their respective affiliates, successors and permitted assigns.

13.6 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Massachusetts, United States of America. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in the state of 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 Time of Performance. Time of performance for the Services shall not be of the essence. Lumeon shall use its reasonable endeavors to perform the Services in accordance with any commencement or end dates specified in an applicable Statement of Work. Any Services which do not have specified commencement or end date, or specified times shall be performed by Lumeon within a reasonable period of time.

13.9 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 to 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.

13.10 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.

13.11 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 s 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.

13.12 Controlling Terms. Unless otherwise specifically agreed to in writing, signed by the authorized representatives of the parties, 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 or inconsistency 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; (iv) the applicable Order Form(s) or Statement(s) of Work any other Exhibits or documents, if applicable.

13.13 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 between the parties on this subject and supersedes all previous and contemporaneous communications, representations, understandings, or agreements of every kind and nature between the Customer and Lumeon regarding the referenced subject matter, and excludes, without limitation, any terms appearing on a purchase order, invoice, or other Customer paperwork or any other terms (in each case, whether by way of conduct or otherwise). This Agreement may not be modified orally, and no modification, amendment, or supplement is effective unless it is in writing and signed by authorized representatives of the Customer and Lumeon. Each party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in the Agreement.

13.14 Construction. The headings of the sections of this Agreement are inserted for convenience only and do not control or affect the interpretation or construction of this Agreement. 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.

13.15 Rights of third parties. The provisions of this Agreement concerning restrictions on usage of the Services and protection of intellectual property rights are for the benefit of and may be enforced by each of Lumeon, any Lumeon affiliate and the Lumeon Indemnities. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, the Agreement does not create any rights for any person who is not a party to is and no person who is not a party to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.

13.16 Change Control

(a) In this Agreement, the terms "Change", "Change Request" and "Change Control Procedure" have meanings as 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”). The party proposing the Change will prepare a written Change request (“Change Request”) containing details of the proposed Change and the reasons for it, and will submit it to the other party for review (the “Change Control Process”) and submit 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 with either (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 runtime 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) 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 Customer Entity’s prior 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.

“**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.

“**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.

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 flow down 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.

Appendix 1

DEFINITIONS

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

“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.

“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.

“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.

“Customer” or **“Customer Entity”** means the customer, details of which are set out in the Order Form.

“Customer Data” means all data and information entered into the SaaS by Authorized Users.

“Documentation” means all reference and user manuals and guides describing the Services and other supporting technical information, materials and documentation.

“Go-Live Date” means the date the Customer Entity’s production usage of the Services under the applicable Order Form commences.

“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.

“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.

“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.

“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.

“Lumeon” a Delaware Corporation having its principal place of business at 1 Lincoln Street, Boston, MA 02211.

“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”).

“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.

“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.

“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.

“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.

“Services Fees” means the fees for the Services as set out in an applicable Order Form and associated Statement(s) of Work.

“Service Levels” means the levels set out in the Support Handbook.

“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.

“Statement of Work” means one or more tasking documents executed by authorized representatives of both parties describing the Services.

“Support Agreement” means the Support Services and the service level agreement, which together details Lumeon’s Support Services (including any eligibility requirements, service limitations and Customer responsibilities);

“Support Handbook” means the most recent version of Lumeon’s support handbook which can be found at:
<https://www.lumeon.com/wpcontent/uploads/2020/07/Lumeon-TechnicalSupport-Handbook-23.07.2020.pdf>

“TCPA” means the Telephone Consumer Protection Act 1991.

“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.

“Term” shall be the term set out in the Order Form.

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

“Virus” shall mean anything 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.