

# Platform Terms of Service

## RIBBON HEALTH PLATFORM TERMS OF SERVICE

PLEASE READ THESE RIBBON HEALTH PLATFORM TERMS OF SERVICE ("TERMS OF SERVICE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY RIBBON HEALTH, INC. ("RIBBON HEALTH"). BY USING THE SERVICES OR BY SIGNING AN APPLICABLE STATEMENT OF WORK ("SOW") WITH RIBBON HEALTH, WHICH IS GOVERNED BY THESE TERMS OF SERVICE, YOU ("CUSTOMER") ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF SERVICE. THESE TERMS OF SERVICE INCLUDE AND INCORPORATE ANY WRITTEN STATEMENTS OF WORK EXECUTED BY BOTH PARTIES. YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE TO THE EXCLUSION OF ALL OTHER TERMS. THESE TERMS OF SERVICE CONTAIN, AMONG OTHER THINGS, WARRANTY DISCLAIMERS, LIABILITY LIMITATIONS AND USE LIMITATIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL LEGAL AUTHORITY TO ACCEPT THESE TERMS OF SERVICE, UNDER ALL APPLICABLE LAWS AND ON BEHALF OF CUSTOMER. IF THE TERMS OF THESE TERMS OF SERVICE ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

### 1. SERVICES

1.1 Services. Subject to these Terms of Service, Ribbon Health will provide Customer with access to those products or services hosted by or on behalf of Ribbon Health as set forth in an applicable SOW (the "Services"). Ribbon Health hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services, solely for the Permitted Use (as set forth in an applicable SOW). No rights or licenses are granted except as expressly set forth herein.

1.2 Support. Provided that Customer is in compliance with the these Terms of Service, Ribbon Health shall provide the Services in accordance with the applicable SOW.

1.3 Suspension. Ribbon Health may suspend Customer's access to the Services in whole or in part under the following circumstances if: (a) Customer fails to meet any payment obligation set forth in Section 5 of

Agreement or an applicable SOW; (b) Ribbon Health determines in its sole reasonable discretion that (i) Customer has materially breached these Terms of Service and fails to cure such breach within ten (10) days, or (ii) Customer's use of the Services poses a security risk to Ribbon Health or other customers, or otherwise adversely affects the integrity of the Services, including any unauthorized use or access of such Services; (c) required by law enforcement or government agency, or otherwise in order to comply with applicable law or regulation. Ribbon Health will use commercially reasonable efforts to provide Customer with written notice of the suspension. Once Customer resolves the issue requiring suspension, Ribbon Health will promptly restore Customer's access to the Services subject to these Terms of Service. Ribbon Health will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of any suspension set forth in this Section 1.3.

## 2. CUSTOMER RESTRICTIONS

2.1 Access. The Services will be accessible via an API access token and/or through an alternative data delivery method set forth in an applicable SOW and may only be accessed by Customer and its end users as defined in an applicable SOW ("Users"). Customer shall be solely responsible for monitoring User access to the Services to ensure that only Users that are permitted to access and use the Services do so, and Customer shall not share either the API access token and/or flat files (as applicable) with any third parties without Ribbon Health's prior written consent; provided, that nothing in this Section 2.1 shall prohibit Customer from using the Services for the Permitted Use pursuant to these Terms of Service. As between Ribbon Health and Customer, Customer shall assume all responsibility and liability with respect to access and use of the Services by Users, including ensuring that Users comply with all of the obligations and restrictions set forth in these Terms of Service.

2.2 Key Restrictions. Except as expressly permitted in these Terms of Service, Customer shall not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to Services or Documentation; (b) modify, translate or prepare derivative works of the Services or Documentation; (c) cache or store any data provided or made available by Ribbon Health; (d) encumber, rent, lease or use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party (except to the extent the Permitted Use expressly permits Customer to

integrate the Services into certain of its commercial offerings); (e) use the Services to create any service, software, documentation or data that is similar to or competes with any aspect of the Services; (f) perform benchmarking testing or analysis, publish or disclose to any third party any such evaluation of the Services; (g) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to these Terms of Service (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (h) permit any third party to engage in any of the foregoing. "Documentation" means any user or implementation guide, help information and other documentation relating to the Services that is made available to Customer by Ribbon Health in electronic or other written form.

### 3. CONFIDENTIALITY

3.1 Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has made available to, or may make available to, the Receiving Party business, products, services, technical, financial, or other confidential information relating to the Disclosing Party's business that is marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure or disclosed in such a manner or of such a nature that a reasonable person would understand such information to be confidential or proprietary ("Confidential Information"). The Receiving Party agrees that during the Term (defined below) and thereafter: (a) to take precautions to protect Confidential Information of the Disclosing Party consistent with the precautions it takes for its own Confidential Information of a similar nature, but at least reasonable precautions; and (b) not to use (except in performance of the Services or as otherwise permitted in these Terms of Service) or divulge to any third person (other than Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use consistent with those contained herein) any Confidential Information of the Disclosing Party without first obtaining the Disclosing Party's prior written consent. Upon request by the Disclosing Party, the Receiving Party will return or destroy any Confidential Information to the Disclosing Party.

3.2 Exceptions. Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission on the part of the Receiving Party; (b) was in the Receiving Party's possession or known by the Receiving Party prior to receipt from the Disclosing Party and without restriction; (c) was independently developed without use of or

reference to any Confidential Information of the Disclosing Party; or (d) was made available to Receiving Party by a third party without duty of confidentiality. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party as required by applicable law or court order, or to protect its rights, including as evidence in litigation; provided that prior to such disclosure, the Receiving Party will, to the extent legally permitted, use commercially reasonable efforts to promptly notify the Disclosing Party in writing of such requirement to disclose, and cooperate with the Disclosing Party, at Disclosing Party's expense, in protecting against or minimizing any such disclosure or obtaining a protective order.

#### 4. DATA LICENSES AND IP RIGHTS

4.1 Customer Data; Raw Provider Data. Customer owns all right, title and interest (including all intellectual property rights) in and to Customer Data (as defined below). Customer hereby grants to Ribbon Health (i) a worldwide, royalty-free, non-exclusive, fully-paid license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit Customer Data for the purpose of providing the Services, and (ii) a worldwide, perpetual, royalty-free, non-exclusive, irrevocable, fully-paid license to use, copy, access, process, reproduce, create derivative works of, perform, display, modify, distribute and transmit any and all Raw Provider Data (as defined below) to improve Ribbon Health's Services. Except for the limited rights and licenses expressly granted to Ribbon Health under these Terms of Service, no other license is granted, and no other use is permitted. Customer bears all responsibility and liability for the accuracy and completeness of Customer Data provided to Ribbon Health hereunder. Ribbon Health is not responsible for delays in performing any Services which arise from delays in provision of such Customer Data. "Customer Data" means all data, information, and other materials submitted by Customer or on behalf of Customer to Ribbon Health. "Raw Provider Data" means any and all provider related data that Customer provides, including National Provider Identifiers, as well as any improvements, enhancements or modifications made to such data accessed through the Services.

4.2 Ribbon Health Ownership; Aggregated Usage Data. Ribbon Health and its licensors retain all right, title and interest in and to the Services and all improvements, enhancements or modifications to Services (including those made by Customer), and all intellectual property rights therein. For avoidance of doubt, the foregoing includes any and all raw data provided by Ribbon Health in connection with the Services (which includes, but are not limited to

provider, location, provider focus area, network, and other similar data, but excludes any personally identifiable information or personal data) and any and all improvements, enhancements or modifications made thereto. Except for the Permitted Use and other limited rights expressly granted to Customer hereunder, no other license is granted and no other use is permitted. Customer agrees that Ribbon Health may generate, freely use, retain and make available Aggregated Usage Data for Ribbon Health's business purposes. "Aggregated Usage Data" means data submitted to, collected by, or generated by Ribbon Health in connection with Customer's (including its Users') use of the Services, but only in an aggregated or anonymized, de-identified form (i.e., in a form that does not identify, and cannot be used to identify, Customer or its Users as the source of such data). For avoidance of doubt, Aggregated Usage Data may be derived from Customer Data.

4.3 Feedback. Customer hereby grants to Ribbon Health a perpetual, irrevocable, worldwide, transferable, sublicensable (through multiple tiers), royalty-free, non-exclusive and unlimited license to use and exploit for any purpose any and all suggestions, comments or feedback regarding the Services.

4.4 Audit. Ribbon Health has the right to occasionally audit Customer's use of Services, at Ribbon Health's sole cost and expense, upon prior written notice during the Term and for one (1) year thereafter, and not more than once every twelve (12) months, including but not limited to, as applicable, verifying the number of Customer's Users as set forth in Section 5.2 and Customer's data retention and security practices as it relates specifically to any and all output data from the use of the Services (excluding any Customer Data). Such audits will be conducted by a reputable third-party auditor and Ribbon Health will ensure that all information disclosed or collected during the audit is protected as Confidential Information. Customer shall maintain such records and logs necessary to permit Ribbon Health to audit Customer's compliance with these Terms of Service during the Term and for one (1) year thereafter.

## 5. PAYMENT OF FEES

5.1 Fees and Payment Terms. Customer shall pay Ribbon Health all fees in the amounts and at the times specified in an applicable SOW (the "Fees"). Except as otherwise set forth in the SOW, all amounts due hereunder will be paid within thirty (30) days after Customer's receipt of invoice in U.S. dollars. Interest shall accrue on unpaid amounts at a rate of the lesser of one and a half percent (1.5%) per month and the maximum rate permitted by

applicable law, until such amounts are paid in full. Any taxes imposed on Services, other than taxes on the income of Ribbon Health, shall be for the account of Customer.

5.2 Users. If an applicable SOW contains limitations or pricing thresholds based on the number of Users, Customer shall report to Ribbon Health its number of Users on a monthly basis as set forth in an applicable SOW. In the event that Customer does not report the number of Users to Ribbon Health in accordance with the foregoing or an applicable SOW, Ribbon Health may estimate the number of Users in its reasonable judgment pending receipt of an accurate and verifiable count from Customer.

## 6. TERM AND TERMINATION

6.1 Term. The effectiveness of these Terms of Service will commence on the SOW Effective Date (as such term is defined in an applicable SOW) and, unless earlier terminated as provided herein, will continue for the term specified in an applicable SOW, subject to any renewal terms therein (the "Term").

6.2 Termination for Cause. Either party may terminate these terms of Service and/or an applicable SOW if the other party materially breaches these terms of Service and/or an applicable SOW and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party (provided however, that to the extent a breach cannot be reasonably be cured, the non-breaching party shall have the right to immediately terminate these Terms of Service and/or an applicable SOW upon notice to the breaching party).

6.3 Effect of Termination. Upon expiration or termination of any SOW or these Terms of Service, all corresponding rights, obligations and licenses of the parties will cease, except that: (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) will survive; (b) Customer will cease using the Services (if Customer continues to use the Services, then Ribbon Health reserves the right to continue to charge Customer); (c) Customer will promptly return or delete any and all data provided or made available by Ribbon Health and (d) upon Customer's request received within thirty (30) days following expiration or termination, Ribbon Health will return all Customer Data in a format mutually agreed by the parties to the extent it is technically feasible for Ribbon Health to do so (except for termination due to lack of full payment under Section 6.2;

provided further, that Ribbon Health may retain any Aggregated Usage Data in its possession or control). In the event of any termination of these Terms of Service and/or an applicable SOW due to breach (except termination by Ribbon Health pursuant to Section 6.2), unless stated otherwise in an applicable SOW, Ribbon Health shall promptly refund Customer a prorated portion of any pre-paid unused or undisputed fees.

6.4 Survival. Accrued obligations, and the following Sections of these Terms of Service shall survive any termination thereof: 2.1, 2.2, 3, 4, 5.1, 6.3, 6.4, 7.3, 8, 9 and 10.

## 7. WARRANTY AND DISCLAIMER

7.1 Ribbon Warranty. Ribbon Health represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and in compliance with all applicable laws, rules and regulations; and (b) its Services will operate materially in accordance with any service commitments or documentation set forth in an applicable SOW during the Term. In the event of failure to satisfy any of these warranties, Ribbon Health will, at Ribbon Health's election and expense, as Customer's sole and exclusive remedy and Ribbon Health's sole and exclusive liability, either use its commercially reasonable efforts to promptly re-perform the Services or repair the Services so that it materially conforms to the Documentation.

7.2 Customer Warranty. Customer represents and warrants that: (a) it will be in compliance with all applicable laws, rules and regulations and, to the extent provided; (b) Customer owns all right, title and interest in and to Customer Data, or Customer has otherwise secured all necessary rights to provide Customer Data to Ribbon Health for Ribbon Health's use as contemplated by these Terms of Service; and (c) Customer's provision of any Customer Data hereunder, and Ribbon Health's use of Customer Data as authorized in these Terms of Service does not and will not violate any applicable laws, rules or regulations.

7.3 Ribbon Health Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, THE SERVICES, ANY RESULTS THEREFROM ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMITTED BY LAW, RIBBON HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE

PRACTICE. RIBBON HEALTH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WILL INTEGRATE WITH SYSTEMS OF ANY THIRD PARTY.

## 8. INDEMNIFICATION

8.1 Mutual Indemnity. Except as provided below, each party (the “Indemnifying Party”) shall indemnify, defend, and hold the other party (the “Indemnified Party”) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) resulting from any third party claim, action, suit or other proceeding brought by an unaffiliated third party against the Indemnified Party that: (a) Customer Data or Customer’s use of the Services (in the case of Customer as the Indemnifying Party), or the Services (in the case of Ribbon Health as the Indemnifying Party) infringe, violate, or misappropriate any third party intellectual property or proprietary right; (b) the Indemnifying Party’s breach of the representations and warranties of these Terms of Service (Section 7); or (c) the Indemnifying Party’s violation of any applicable law, rule or regulation.

8.2 Exceptions. Ribbon Health shall have no obligation pursuant to Section 8.1 to the extent that such claim arises from: (a) any modifications, alterations, combinations or enhancement of the Services not created by or for Ribbon Health; (b) Customer’s use of the Services not in accordance with these Terms of Service; (c) Ribbon Health’s compliance with any request of Customer to modify any Services or provide any additional Services, or to comply with any design, specification or other instruction of Customer; (d) Customer’s continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement; (e) Customer any intellectual property right in which Customer has an interest, or (f) any Customer Data used in accordance with these Terms of Service.

8.3 Mitigation. In response to an actual or potential infringement claim, if required by settlement or injunction or as Ribbon Health determines necessary to avoid material liability, Ribbon Health may, at its option: (a) procure for Customer the right to continue using the allegedly infringing Services; (b) replace or modify the allegedly infringing SaaS Services with services that provide materially similar functionality; or (c) terminate these Terms of Service and/or an applicable SOW and refund to Customer any pro-rated, prepaid Fees in respect of such infringing aspects of the Services. The

foregoing states the entire liability of Ribbon Health, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services or any part thereof or its use or operation.

8.4 Procedures. The Indemnifying Party's obligations in this Section 8 are contingent upon the Indemnified Party providing: (a) prompt notice of the claim; (b) the Indemnifying Party with the sole and exclusive right to control and direct the investigation, defense and settlement of the claim; and (c) all reasonably necessary cooperation, at the Indemnifying Party's expense for reasonable out-of-pocket costs. The Indemnifying Party may not settle any claim without the Indemnified Party's prior consent if settlement would require the Indemnified Party to admit fault or take or refrain from taking any action (other than relating to use of the Services). The Indemnified Party may participate in a claim with its own counsel at its own expense.

## 9. LIMITATION OF LIABILITY

9.1 LIMITATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS OF SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR COMMERCIAL LOSS OR LOSS OF BUSINESS; (B) EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL; OR (C) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID BY CUSTOMER TO RIBBON HEALTH FOR THE SERVICES UNDER AN APPLICABLE SOW IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS THAT GAVE RISE TO THE MOST RECENT CLAIM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, SUCH LIMITATION WILL NOT APPLY IN THE CASE OF EITHER PARTY'S BREACH OF SECTIONS 3 (CONFIDENTIALITY) OR 8 (INDEMNIFICATIONS) UNDER THESE TERMS OF SERVICE, FOR WHICH EACH PARTY'S AGGREGATE LIABILITY WILL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID BY CUSTOMER TO RIBBON HEALTH IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS THAT GAVE RISE TO THE MOST RECENT CLAIM; PROVIDED FURTHER, THAT THERE SHOULD BE NO LIMIT ON EITHER PARTY'S BODILY INJURY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

## 10. MISCELLANEOUS

10.1 Severability. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable.

10.2 Assignment. these Terms of Service are not assignable, transferable, or sublicensable by Customer except with Ribbon Health's prior written consent.

10.3 Entire Agreement. These Terms of Service are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Service. Any modification or other amendment of these Terms of Service must be in writing and signed by both parties, and any waiver of these Terms of Service must be in writing and signed by the party granting such waiver, except as otherwise provided herein. The waiver by either party of a breach or a default of any provision of these Terms of Service by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. All purchase order terms, standard supplier terms, or other clickthrough terms or terms of adherence offered by Customer to Ribbon Health are hereby expressly rejected and shall be of no force or effect. In the event of any conflict between these Terms of Service and an applicable SOW, these Terms of Service shall control unless expressly stated otherwise in an applicable SOW.

10.4 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of these Terms of Service, and Customer does not have any authority of any kind to bind Ribbon Health in any respect whatsoever.

10.5 Recovery of Legal Fees. In any action or proceeding to enforce rights under these Terms of Service, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Notices. All notices under these Terms of Service will be in writing and sent to the address as specified in an applicable SOW, and will be deemed to

have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.7 Governing Law; Venue. These Terms of Service shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. Each Party consents to the exclusive jurisdiction of federal or state courts located in New York, New York to resolve any dispute hereunder.

10.8 Right of Reference. Customer agrees to reasonably cooperate with Ribbon Health to serve as a reference account upon request. During the Term, Ribbon Health may include Customer's name and logo as a customer of Ribbon Health, including on Ribbon Health's website, subject to Customer's written approval, which will not be unreasonably withheld.