

Terms and Conditions

SaaS Customer Agreement

This SaaS Customer Agreement (the “Agreement”) contains the terms and conditions that apply to the use of Services (as defined below) offered by Good Methods UK Limited Inc. (“CareStack”) a company established in England and Wales. The Customer identified on the applicable Order Form that references these terms and conditions. BY SUBMITTING THE ORDER FORM TO CARESTACK OR OTHERWISE ACCESSING OR USING THE SERVICES, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN TO THE EXCLUSION OF ALL OTHER TERMS. BY ACCESSING OR OTHERWISE USING THE SERVICES AND/OR THE CARESTACK WEBSITE and all affiliated websites and applications owned and operated by CareStack), CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT CUSTOMER IS DULY AUTHORIZED TO ENTER INTO AND BIND THE ENTITY IT REPRESENTS TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE AND AGREE THAT ALL SUCH USE BY CUSTOMER IS SUBJECT TO SUCH TERMS AND CONDITIONS. IF CUSTOMER DOES NOT AGREE TO THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY IT REPRESENTS, CUSTOMER IS NOT LICENSED OR PERMITTED TO USE THE SERVICES OR THE CARESTACK WEBSITE. ALL OTHER USES OF THE SERVICES OR THE CARESTACK WEBSITE ARE PROHIBITED.

1. Service; Updates

1.1 Subject to all of the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form), CareStack grants Customer the right to access and use the services specified in each Order Form (collectively, the “Service,” or “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of such Customer, only as provided herein and only pursuant to CareStack’s applicable user documentation.

1.2 From time to time, CareStack may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to this Agreement; provided that CareStack shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that CareStack may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that CareStack shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes. CareStack may in its sole discretion modify, enhance or otherwise change the Services, provided that such changes do not materially limit or adversely affect the Services provided to Customer hereunder.

2. Professional Services

Upon payment of any applicable fees set forth in each Order Form, CareStack agrees to use reasonable commercial efforts to provide professional services for the Service only if and to the extent such professional services is set forth on such Order Form (“Professional Services”). The parties may enter into by mutual execution separate statements of work (the “SOW”), for the provision by CareStack of Professional Services to Customer, which may include customization, configuration, implementation, deployment, guided services, consultation, or training services. The fees and terms for such Professional Services will be as provided in the applicable SOW. If CareStack

provides Professional Services in excess of any agreed-upon hours estimate, or if CareStack otherwise provides additional services beyond those agreed in an Order Form, Customer will pay CareStack at its then-current hourly rates for such services.

3. Support; Service Levels

Subject to the terms and conditions of this Agreement, CareStack will provide its standard support and maintenance services for the Service that it generally provides to other customers without additional charges. CareStack will undertake commercially reasonable efforts to make the Services available.

4. Ownership; Third-Party Services; Feedback

4.1 As between the parties, CareStack retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by CareStack for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

4.2 Third-Party Services. Customer acknowledges and agrees that: (a) the Services may incorporate or contain, or operate in or with, certain software, services, information, data and materials operated or provided by third parties ("Third-Party Services"); (b) CareStack may provide certain Third-Party Services together with the Services as set forth in the applicable Order Form ("CareStack Provided TPS"), and such CareStack Provided TPS may only be used in conjunction with the Services; (c) Customer is solely responsible for procuring any and all rights necessary for it to access Third-Party Services (other than CareStack Provided TPS); and (d) Customer's use of the Third-Party Services shall be subject to (and Customer agrees it is bound by) any additional third-party terms and conditions (collectively, the "Third-Party Terms"), which are hereby incorporated into this Agreement by this reference. Customer is responsible for checking the Third-Party Terms for updates, and any use by Customer of the Services following a change to the Third-Party Terms shall constitute acceptance of such change. CareStack cannot and does not guarantee that the Services shall incorporate (or continue to incorporate) any particular Third-Party Services. Notwithstanding anything else, CareStack does not make any representations or warranties or provide any indemnification with respect to Third-Party Services or any third-party providers. Customer will rely on and seek remedies solely from the original licensors or vendors of such Third-Party Services. Unless otherwise specified in the applicable Order Form, CareStack is not responsible for fulfillment of any third-party warranty or for problems attributable to the use or operations of Third-Party Services (including, but not limited to, the availability or operation of the Services to the extent such availability and operation is dependent upon Third-Party Services).

4.3 Customer may from time to time provide suggestions, comments or other feedback to CareStack with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer,

shall not create any confidentiality obligation for CareStack notwithstanding anything else. Customer shall, and hereby does, grant to CareStack a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair CareStack's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

5. Fees; Payment

Customer shall pay CareStack fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced monthly in arrears and all invoices issued under this Agreement are payable in Great British Pounds within ten (10) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on CareStack's net income). All Fees paid are non-refundable and are not subject to set-off.

6. Restrictions

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly:

(i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction);

(ii) modify, translate, or create derivative works based on the Service;

(iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service;

(iv) use the Service for the benefit of a third party;

(v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof;

(vi) use the Service to build an application or product that is competitive with any CareStack product or service;

(vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or

(viii) bypass any measures CareStack may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

Customer is responsible for all of its activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

7. Customer Data; Data Processing Agreement

7.1 For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by or on behalf of Customer to the Service in the course of using the Service, which may include personal or special category data. The definition of personal data is 'any information relating to an identified or identifiable natural person'. The definition of special category data is any information which reveals racial, ethnic, political, religious beliefs, data concerning health, and information pertaining to sexual orientation.

The Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not CareStack, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. CareStack shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. CareStack is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to CareStack's gross negligence or willful misconduct. The Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use.

7.2 In the event Customer directs CareStack to share personal and special category data among different data processor and sub-processors the Customer will obtain and execute the relevant consents and agreements. The Customer will defend, indemnify and hold harmless CareStack from any loss, cost, liability, damage, settlement or other expense (including attorneys' fees) due to a breach of the foregoing or due to a third party claim that if true would constitute a breach of the same.

7.3 Notwithstanding anything to the contrary, Customer acknowledges and agrees that CareStack may

(i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and

(ii) freely use and make available Aggregated Anonymous Data for CareStack's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing CareStack's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by CareStack in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

7.4 At any time during the Term of this Agreement and for a period not to exceed ninety (90) days from the expiration of this Agreement or termination of this Agreement by CareStack for its convenience, CareStack will, in its reasonable discretion, assist Customer in exporting a file of exportable and retrievable Customer Data in a format selected by CareStack (in its discretion) from the Services, at Customer's reasonable prior written request (that must be received by Carestack at least 10 days prior to the requested data export date), and at Customer's sole expense. Customer will pay CareStack at its then-current hourly rates for such services. CareStack will use commercially reasonable efforts to deliver such file within 15 days after such request.

8. Term; Termination

8.1 This Agreement shall commence upon the effective date set forth in the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, shall continue for the initial term specified on the Order Form (the "Initial Order Form Term"), and following the Initial Order Form Term, shall automatically renew for additional successive periods of one year each (each, a "Renewal Order Form Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Initial Order Form Term or then-current Renewal Order Form Term, as applicable.

8.2 In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. In addition, either party may terminate this Agreement at any time, with or without cause, upon 30 days' notice.

8.3 CareStack may suspend or limit Customer's access to or use of the Service if

(i) for scheduled or emergency maintenance,

(ii) in the event Customer's account is sixty (60) days or more delinquent, or

(iii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with CareStack's ability to provide access to the Service to other customers; provided that in the case of subsection

(iii): (a) CareStack shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation;

(b) prior to any such suspension or limitation, CareStack shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and

(c) CareStack shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice.

8.4 Upon expiration or termination of this Agreement, all provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Indemnification

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, the Customer Data or Customer's use of the Service, or (ii) in the case of CareStack as Indemnitor, the Service (excluding Customer Data), infringes, violates, or misappropriates any third party intellectual property, proprietary, or privacy right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of CareStack do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by CareStack (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by CareStack, (iv) combined with other products, processes or materials not provided by CareStack (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith. This section

9 sets forth Customer's sole remedies and CareStacks sole liability and obligation for any actual, threatened, or alleged claims that the services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

10. Warranty; Disclaimer

10.1 Each party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has full power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; (iii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder do not and will not violate any other agreement to which such party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.

10.2 CareStack warrants that (i) it will not knowingly include in the Services provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data, and (ii) it will provide the support and professional services under this Agreement in a professional and workmanlike manner.

10.2 Except as expressly set forth in this section 10, the service is provided "as is" and "as available" are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance, usage of trade, or course of dealing, all of which expressly disclaimed.

11. Limitation of Liability

Except for the parties' indemnification obligations, in no event shall either party, nor its directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the subject matter of this agreement (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) the fees paid (or payable) by Customer to CareStack hereunder in the twelve (12) months prior to the event giving rise to a claim hereunder.

12. Miscellaneous

This Agreement represents the entire agreement between Customer and CareStack with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and CareStack with respect thereto.

The Agreement shall be governed by and construed in accordance with the applicable laws within the United Kingdom, and the parties consent to exclusive jurisdiction within England and Wales.

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form.

Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Customer may not assign any of its rights or obligations hereunder without CareStack's consent, except that Customer may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, which is not a competitor of CareStack. CareStack may utilize subcontractors in the performance of its obligations hereunder and may freely transfer and assign any of its rights and obligations under this Agreement.

No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.