SOFTWARE LICENCE AGREEMENT

APPENDED TO

G-CLOUD 15 CALL-OFF CONTRACT

AS THE

SUPPLIER TERMS & CONDITIONS

THIS SOFTWARE LICENCE AGREEMENT (the "**Agreement**") is entered into as of _____ (the "**Contract Date**") by and between CLINICAL ARCHITECTURE, LIMITED with its principal place of business at Okehampton Business Centre, Lower Stockley Mead, Okehampton, Devon. EX20 1FJ, company number 8537138 ("**Clinical Architecture**"), and _____ [Buyer's full legal name], company number _____ [Buyer's company number], with its principal place of business at _____ [Buyer's registered office] ("**Buyer**").

RECITALS

WHEREAS, Clinical Architecture owns all necessary rights to sub-licence a data quality software solution marketed under the name SYMEDICAL ("**SYMEDICAL**"), an interoperability and data quality solution marketed under the name PIVOT ("**PIVOT**"), and a data quality management solution marketed under the name PIQXL Gateway ("**PIQXL**"); and

WHEREAS, SYMEDICAL is made up of numerous components, modules, satellite apps, and implementations, including without limitation, those marketed under the names SIFT and Advanced Clinical Awareness Suite; and

WHEREAS, Buyer desires to obtain access and usage rights to certain components of SYMEDICAL and/or PIVOT through a nonexclusive, limited, non-transferable licence in accordance with the terms and on the conditions set forth in this Agreement.

In consideration of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clinical Architecture and Buyer enter into this Agreement.

1. **INTERPRETATION AND DEFINITIONS**. This Agreement constitutes the Supplier Terms and Conditions and shall be incorporated into the Call-Off Contract (which includes the Order Form) made between Clinical Architecture (as Supplier) and Buyer for the Services (as such terms are defined in this Section 1). Capitalised terms not otherwise defined in this Section 1 shall have the meanings ascribed thereto elsewhere in this Agreement. Capitalised terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Call-Off Contract. A schedule of terms defined in this Agreement is attached for reference.

1.1. "**Software**" means the software components specifically listed on Exhibit B together with any maintenance update, bug fix, error correction, or incremental version update to the foregoing, and metadata authored by Clinical Architecture to drive to the proprietary functionality of SYMEDICAL, PIVOT, and/or PIQXL, as applicable; provided, however, that new modules, components, or satellite apps not specifically enumerated on Exhibit B and new products developed and/or marketed by Clinical Architecture which may be licenced or marketed separately are expressly excluded from the Software.

1.2. "**Addenda**" means any addendum or addenda attached to this Agreement (*e.g.*, Cloud Hosting Addendum; Managed Services Addendum; PIVOT Addendum) as more particularly itemized in Exhibit A-4, each of which is hereby incorporated herein by reference. Cross-references in an Addendum refer to sections and exhibits to this Agreement unless that or another Addendum is specifically referenced. Capitalized terms not otherwise defined in an Addendum shall have the meanings ascribed thereto by this Agreement.

1.3. "**Business Day**" shall mean a day other than a Saturday, Sunday, or public holiday in England.

1.4. "**Call-Off Contract**" shall mean the G-Cloud 15 Call-Off Contract by and between Clinical Architecture and Buyer, issued under the Framework Agreement which came into existence upon the agreement by Clinical Architecture to the terms set forth in the Order Form, and to which this Agreement is attached.

1.5. "**Documentation**" means all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Buyer by Clinical Architecture.

1.6. "**Educational Resources**" means all materials provided: (a) during Training (as defined in Section 2.4.5); (b) via the Software's "Help" functionality; (c) in client webinars, "Office Hours" sessions, and/or training videos; (d) by Clinical Architecture's personnel providing Support (as defined in Section 2.4.7); and (e) in Clinical Architecture's online SymmunityCenter (or similar online forum or portal); provided, however, that Educational Resources shall not be deemed to be part of the Documentation.

1.7. "**Effective Date**" means: (a) the Contract Date if the Contract Date is the first (1st) day of a calendar month; or (b) the first (1st) day of the calendar month immediately following the Contract Date if the Contract Date is not the first (1st) day of a calendar month (*e.g.*, if the Contract Date is January 1, 202x, then the Effective Date is January 1, 202x; if the Contract Date is January 10, 202x, then the Effective Date is February 1, 202x).

1.8. "**Framework Agreement**" shall mean the G-Cloud 15 Framework Agreement (Framework Reference RM1557.15) issued by the Crown Commercial Service.

1.9. "**Intellectual Property**" means patents, copyrights, trade secrets, trademarks (including trade names and service marks), confidential information, know-how, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature including any applications to protect or register such rights, in each case whether registered or unregistered, vested, contingent or future and wherever existing.

1.10. "**Licenced Use**" has the meaning ascribed thereto in Exhibit A-1.

1.11. "**Operational Resources**" means all catalogues, element sets, , content models, content model subsets and content model flows, reference maps (base maps for use by algorithms), map templates, domains, events (notification triggers), , value sets, and associated databases and data structures, in each case created or licenced by Clinical Architecture and included within or available for use with the Software.

1.12. "**Normal Business Hours**" means 9.00 A.M. to 5:00 P.M. local UK time, each Business Day.

1.13. "**Order Form**" shall mean the Order Form submitted by Buyer to Clinical Architecture, acceptance of which caused the Call-Off Contract to come into existence.

1.14. "**Output**" means the file and content generated as a result of using the Software.

1.15. "**Proprietary Content**" means Operational Resources and vocabularies, terminologies, ontologies, catalogues, databases, and other related materials (*e.g.*, ICD-10, SNOMED CT, LOINC, dm+d), the use of which requires contractual agreement with or licensing by the source author or the source author's agent (the "**Content Source**") or which is otherwise not in the public domain.

1.16. "**Supplier Terms & Conditions**" shall mean this Agreement, including any exhibits, addenda, and schedules hereto.

1.17. "**Territory**" means the United Kingdom of Great Britain and Northern Ireland.

2. **LICENCE AND LIMITATIONS**.

2.1. **Software**. Subject to payment of all fees due under this Agreement and subject to compliance with the terms of this Agreement, Clinical Architecture grants to Buyer a nonexclusive, limited, non-transferable licence to use the Software within the Territory strictly and solely in accordance with the Licenced Use for the Licence Term together with and any other restrictions in this Agreement (the "**Licence**").

2.2. **Restrictions**.

2.2.1. Restrictions on Use of Software. Buyer shall obtain no implied licence rights to the Software or Proprietary Content; any rights not expressly granted to Buyer in this Agreement shall be retained by Clinical Architecture. Except as specifically included within the Licenced Use, Buyer shall not modify, copy, duplicate, reproduce, distribute, licence, or sublicence, or provide access to the Software, any Operational Resources, or any licence keys for the Software, or transfer or convey the Software or Operational Resources or any right in or to the Software or Operational Resources, to an affiliate or third party without the prior written consent of Clinical Architecture. The Licenced Use is restricted to the business operations of Buyer performed at Buyer's principal place of business (or such other places as may be identified by Buyer from time-to-time subject to the reasonable approval of Clinical Architecture) and does not include use by Buyer's affiliates or contractors.

2.2.2. Service Bureau and Content. Neither the Software, Operational Resources, nor any Output shall be used to operate a service bureau or in any other way distribute or deliver the Output to any third party, office, business operation, affiliate, subsidiary, hospital, or clinic (whether for a fee or otherwise), except as specifically permitted by the Licenced Use. Operational Resources may only be used within the Software. The Licenced Use is further restricted to the processing of clinical and other terminologies owned by Buyer or a User, as applicable, or any Proprietary Content that Buyer and/or a User, as applicable, is appropriately licenced to use. Neither Buyer nor any User may upload, maintain, process, map, output, or otherwise use the Software with Proprietary Content that Buyer or such User is not authorised to use. It is the sole responsibility of Buyer to ensure that Buyer and each User holds a current and valid licence for each use of all Proprietary Content. Buyer acknowledges and agrees that neither Operational Resources, Educational Resources, nor Proprietary Content shall constitute Project Specific IPR under the Framework Agreement or Call-Off Contract.

2.2.3. Sale of Goods. Although some tangible objects may be delivered to Buyer pursuant to this Agreement, title to such objects shall not pass to Buyer, and this Agreement shall not be deemed to be for the sale of any goods.

2.2.4. Hardware Requirements. Neither Buyer nor a User shall install the Software on computer equipment that does not meet the minimum hardware requirements set forth in the system specifications guide provided to Buyer (and available upon request) (the "**System Specification Guide**") or any updated version of the System Specifications Guide provided to Buyer in conjunction with the release of any new version of the Software or such additional hardware requirements provided to Buyer on the basis of the Licenced Use, the terminologies and content to be used therewith, or such other matters as may reasonably have an impact upon the hardware requirements (collectively, the "**Hardware Requirements**"). Buyer and/or each User, as applicable, shall be solely responsible for implementing and maintaining computer hardware meeting the Hardware Requirements and any computer hardware, equipment, or software required to access and use the Software, including interoperability, availability, compatibility, and compliance with applicable laws. Buyer is responsible for all system administration tasks including monitoring capacity and performance and managing user credentials. Buyer shall provide to Clinical Architecture accurate and reasonably complete information about Buyer's computer system infrastructure and environment and transaction and user volumes. Buyer acknowledges that the Software can identify for Clinical Architecture certain information regarding Buyer's infrastructure and environment (*e.g.*, OS version; SQL version, *etc.*). Buyer shall use best endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Clinical Architecture.

2.3. **Software Updates**.

2.3.1. Software. Clinical Architecture has commenced using a major.minor release numbering scheme (in the form of v22.1, v22.2, v23.1, *etc.*), usually consisting of one major release each year with incremental (minor) versions or maintenance updates released periodically. Following notice to Buyer of the availability of any maintenance update for or incremental version update of the Software to which Buyer is entitled, Buyer shall exercise commercially reasonable efforts to install and implement such updates; provided, however, that Buyer shall not permit the Software installed and operated pursuant to this Licence to be more than one (1) major release behind the then-current major release to which Buyer is entitled by the Licence (by way of illustration, when Clinical Architecture releases SYMEDICAL v24.x, then Buyer shall be obligated to update to at least SYMEDICAL v23.x). Clinical Architecture shall not be obligated to introduce any new functionality into any version of the Software. Clinical Architecture provides no representations regarding the frequency or nature of updates to the Software.

2.3.2. Operating System and Required Components. Buyer shall promptly install and implement operating system updates and updates to third-party components required to operate the Software (*e.g.*, Windows Server, SQL Server, IIS, .NET, *etc.*; the "**Required Components**") as set forth in the then-current System Specification Guide. Buyer shall not permit the Required Components to be more than two (2) releases behind the then-current release of such Required Components (by way of illustration, if the current release is SQL Server 2019, then Buyer shall be obligated to update to at least SQL Server 2016); provided, however, that in no event will Buyer permit the Required Components to be less than the minimum necessary to operate the Software as designated on the then-current System Specification Guide.

2.4. **Services**.

2.4.1. Basic Provisions. The Evaluation, Update Services, initial Training, Installation, and Implementation (as such terms are defined in Section 2.4.3, Section 2.4.4, and Section 2.4.5, and Section 2.4.6, respectively; collectively, the "**Services**") are available to Buyer as a complement to the Licence without additional fee therefor (other than reimbursement of travel and out-of-pocket expenses related thereto). Subject to mutual agreement of the parties, Buyer may request and Clinical Architecture may agree to perform certain additional services in connection with the Licence and the Software (the "**Additional Services**"). With regard to the Services and any Additional Services, Clinical Architecture's relationship with Buyer will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship.

2.4.2. Project Leads. Clinical Architecture shall designate a member of Clinical Architecture's staff to be the principal point of contact between Clinical Architecture and Buyer (the "**Client Success Manager**"). Buyer shall provide a project lead (the "**Project Lead**") who will be Buyer's primary contact for Clinical Architecture and who will work with the Client Success Manager to schedule the Evaluation, Update Services, Training, and Implementation. The Project Lead shall be reasonably conversant in Buyer's business goals and will participate in Training. The initial Project Lead is set forth below:

Project Lead _____

Phone: _____

email: _____

2.4.3. Evaluation and Review. The Project Lead and Client Success Manager shall periodically (not less frequently than semi-annually) communicate for the purpose of conducting a review and evaluation of Buyer's use of the Software and activities under this Agreement (the "**Evaluation**"). As part of the Evaluation, Clinical Architecture and Buyer shall endeavour to assess performance against Buyer's goals and discuss any changes thereto. The Evaluation provides an opportunity for Buyer to discuss with Clinical Architecture the use and functioning of the Software together with the quality of Services or need for Additional Services, in order to address value realization, potential improvements to the Software or Services, workflow modifications, and/or expansion of the mix of modules included within the Software.

2.4.4. Update Services. Buyer is entitled to delivery of a script or similar means by which Buyer's data can be converted to the then-current version of the Software's data schema (the "**Schema**") upon material modifications thereto ("**Update Services**"); provided, however, that Update Services shall only be complementary if Buyer's data, prior to such update of the Schema, was in the most recent major version of the Software and the update is to the next major version (*e.g.*, if Buyer's data is in v22.x of the Schema and such newly released minor version of SYMEDICAL is v23.x). If Buyer's data is not in the most recent major version of the Schema (*e.g.*, if Buyer's data is in v22.x or earlier of the Schema and such newly released minor version of the Schema is v24.x), then Buyer shall pay Clinical Architecture a fee of Twenty Thousand Pounds (£20,000.00) per release for the Update Services. In the event Buyer's version of the Required Components are two (2) or more major releases behind, and Buyer requires Clinical Architecture's assistance to either install and implement such Required Components and/or update the installation or implementation of the Software in conjunction with updating of the Required Components, then Buyer shall pay to Clinical Architecture a fee of Twenty Thousand Pounds (£20,000.00) for such Additional Services, exclusive of any costs associated with procuring appropriate licences for any of the Required Components.

2.4.5. Training. Buyer is entitled to two (2) full days of training on the function, use, implementation, and configuration of the Software ("**Training**") together with a full day work session Training does not include education on industry topics, clinical terminologies, information technology, or other topics not directly relating to the proper use and configuration of the Software. Buyer and Clinical Architecture shall cooperate to schedule Training. It shall be the responsibility of Buyer to schedule and make available Buyer's human and company resources required to complete Training. Once scheduled, Buyer may cancel or reschedule Training but shall be responsible for any expenses incurred by Clinical Architecture. Buyer shall ensure that Training has been completed prior to using the Software or Output in a production environment and that each User participates in Training prior to use of the Software or Output in a production environment.

2.4.6. Installation and Implementation. Clinical Architecture shall perform the initial installation of the applicable components of the Software in a cloud instance within Clinical Architecture's chosen hosting environment ("**Installation**") and will assist Buyer in performing such Installation. Clinical Architecture will assist with Buyer's implementation of the Software ("**Implementation**"), including migrating Buyer's data to the Software, setting up master data, creating initial content assets, and performing other similar work reasonably necessary for Buyer to put the Software into productive use as may be set forth in the Implementation Statement of Work attached hereto as Exhibit C (the "**Implementation SOW**"); provided, however, that unless specially included in the Implementation SOW, Implementation does not include any managed terminology services (*e.g.*, mapping or value set creation). The fee applicable to the Implementation shall be set forth in Exhibit A-3. Should Buyer request Clinical Architecture's assistance with additional implementation or additional configuration of the Software ("**Additional Implementation**"), Clinical Architecture may, at Clinical Architecture's option, provide skilled resources to assist in such Additional Implementation. Additional Implementation services provided by Clinical Architecture shall be deemed to be Additional Services, be subject to a Statement of Work (as defined in Section 2.4.8), and the fees associated therewith shall be as set forth in Exhibit A-3 or in the applicable Statement of Work. Buyer shall, in a timely manner, obtain and provide to Clinical Architecture, such data, Buyer infrastructure access and use, information, materials, third-party and internal consents and approvals, and other cooperation and support as is reasonably requested by Clinical Architecture in connection with Installation and/or Implementation. Clinical Architecture may access and use Buyer's software, equipment, and systems via remote access in connection with Installation, Implementation, Additional Implementation, and Update Services. Before the Software is used in a live production environment, Buyer shall: (a) make independent decisions about system settings and configurations based upon Buyer's needs; and (b)

reach an independent determination that the Software, as implemented, is appropriate for live production use.

2.4.7. Support. Clinical Architecture shall support the Software ("**Support**") in accordance with the Support Addendum incorporated herein by reference.

2.4.8. Additional Services. Additional Services to be performed by Clinical Architecture (including Additional Implementation) shall be subject to and governed by the terms of this Agreement and by the terms set forth in a statement of work (each a "**Statement of Work**") to be executed by Buyer and Clinical Architecture setting forth the contractual terms applicable to such Additional Services unless the shall be set forth in the applicable Statement of Work; provided, however, that fees for professional services shall be generally in accordance with Clinical Architecture's then-current hourly rates applicable to given labour categories. This Agreement shall control over any conflicting provisions of a Statement of Work unless the applicable Statement of Work expressly states that a particular provision thereof controls over a specified provision of this Agreement. Changes to the Additional Services or deliverables identified in a Statement of Work may only be made through a written amendment thereto or via any change process provided for therein.

2.4.9. Enhancement Requests. Nothing in this Agreement shall be deemed to require Clinical Architecture to provide any product enhancement proposed or requested by Buyer (each a "**Proposed Enhancement**"); provided, however, that Clinical Architecture will evaluate each Proposed Enhancement in good faith and will discuss with Buyer certain matters (*e.g.*, necessity, use case, alternate workflows or functionality, and resource requirements) related to the Proposed Enhancement. Clinical Architecture will use reasonable efforts to communicate with the Project Lead regarding Clinical Architecture's review of each Proposed Enhancement including a rough estimate of the anticipated time for Clinical Architecture to determine whether Clinical Architecture is willing to move forward with the Proposed Enhancement or prioritize the Proposed Enhancement if already on Clinical Architecture's product development roadmap. Buyer acknowledges that Clinical Architecture has the right to require a Statement of Work and/or payment of an associated fee prior to commencing work on any Proposed Enhancement. In the event Clinical Architecture agrees to a Proposed Enhancement, upon delivery, such Proposed Enhancement will be included within the definition of "Software" and all Intellectual Property rights therein and thereto will vest solely with Clinical Architecture.

2.5. **Buyer's Obligations**.

2.5.1. Use of the Software. Buyer shall: (a) provide Clinical Architecture with all necessary: (i) cooperation in relation to this Agreement; and (ii) access to such information as may be required by Clinical Architecture, in order for Clinical Architecture to provide the Software and Services, including but not limited to Buyer Data (as defined in this Section 2.5.1), security access information, and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under this Agreement; (c) ensure that each User uses the Software solely in accordance with the terms and conditions of this Agreement; (d) be responsible for any User's breach of this Agreement; (e) ensure that Buyer's network and systems comply with the relevant specifications provided by Clinical Architecture from time to time (including, without limitation, the Hardware Requirements); and (f) be solely responsible for: (i) procuring and maintaining Buyer's network connections and telecommunications links; and (ii) all problems, conditions, delays, delivery failures, and all other loss or damage arising from or relating to Buyer's network connections or telecommunications links or caused by the internet. As used herein, the term "**Buyer Data**" shall mean the data input by Buyer, a User, or Clinical Architecture on Buyer's behalf for the purpose of using the Software or facilitating use of the Software by Buyer or a User.

2.5.2. Buyer Data. Buyer is solely liable for all Buyer Data and shall ensure that the Buyer Data: (a) is not unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive, or discriminatory based on race, gender, colour, religious belief, sexual orientation, gender identity, or disability; (b) does not facilitate illegal activity, depict sexually explicit images, promote unlawful violence; (iii) does not breach any applicable local, national, or international law or regulation; and (iv) is not used to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware including, without limitation, the Software or Output.

3. **LICENCE FEE AND PAYMENTS**.

3.1. **Licence Fee**. Buyer shall pay to Clinical Architecture the fees set forth in Exhibit A-3 (collectively, the "**Licence Fees**"). The Licence Fees may consist of an annual fee (the "**Annual Licence Fee**") and/or other fees as set forth in Exhibit A-3 or elsewhere in this Agreement. Unless otherwise specifically set

forth in Exhibit A-3, the Annual Licence Fee for the initial year of the Licence Term (as defined in Section 10.1) shall be due and payable promptly following the Contract Date and the Annual Licence Fee for succeeding years of the Licence Term shall be due on each anniversary of the Effective Date. Clinical Architecture shall not be obligated to provide the Software, Installation, Implementation, or other Services until the Annual Licence Fee for the initial year of the Licence Term has been paid.

3.2. **Payments**. All amounts payable by Buyer pursuant to this Agreement shall be payable in immediately available United Kingdom funds without deductions for taxes, assessments, fees, offsets, or other charges of any kind. Cheques shall be made payable to Clinical Architecture and shall be forwarded to Clinical Architecture at the Notice Address (as defined in Section 12) or via electronic funds transfer. Clinical Architecture will endeavour to send an invoice to Buyer for the Annual Licence Fee approximately thirty (30) days prior to the due date therefor (other than the invoice for the initial payment of the Annual Licence Fee due for which an invoice will be delivered promptly following the Contract Date); provided, however, that the Annual Licence Fee shall be due as and when provided in Section 3.1 whether or not an invoice is submitted to Buyer and whether or not Buyer has issued a purchase order. If Additional Services are to be performed, such Additional Services shall be billed to Buyer by Clinical Architecture in accordance with this Agreement and the applicable Statement of Work. Unless otherwise specifically set forth in Exhibit A-3, payments (other than the Annual Licence Fee which shall be payable as set forth in Section 3.1) shall be due and payable ten (10) days after Buyer's receipt of an invoice therefor whether or not Buyer has issued a purchase order. If any payment is not made within thirty (30) days following the due date, then Buyer shall be subject to a late charge of five percent (5%) of the unpaid amount together with interest thereon at the rate of twelve percent (12%) per annum (the "**Interest Rate**") from the due date until paid. Buyer's obligation to pay Licence Fees for periods preceding termination of this Agreement shall survive the termination of this Agreement. If Clinical Architecture commences litigation to collect unpaid Licence Fees or enforce any other provision of this Agreement, Clinical Architecture shall be entitled to court costs and reasonable attorneys' fees (including for legal (both in respect of in house and external legal advisors) and administration fees.

3.3. **Taxes and Other Charges**. Buyer shall be responsible for paying all: (a) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software; (b) freight, insurance, and installation charges; (c) import or export duties or like charges; and (d) licence fees for use of any Proprietary Content (other than Operational Resources included within the Licence Fees). Unless otherwise specifically provided for in this Agreement, Buyer and Clinical Architecture shall each bear their own costs and expenses incurred in connection with this Agreement or performance hereunder. Licence Fees set forth in Exhibit A-3 or elsewhere in this Agreement are exclusive of VAT.

3.4. **Reporting**. Buyer shall maintain records of each metric (each a "**Usage Metric**") by which all or any portion of the Licence Fees are calculated in accordance with Exhibit A-3 ("**Usage Fees**"). The Licence Fees shall include the Usage Fees. On or before the tenth (10th) day of each calendar quarter (or upon such other date as may be specifically set forth in Exhibit A-3), including the calendar quarter immediately following the expiration or earlier termination of this Agreement, Buyer shall deliver to Clinical Architecture a report, in form and substance reasonably satisfactory to Clinical Architecture, setting forth each Usage Metric and the calculation of all applicable Usage Fees (the "**Usage Report**"). Clinical Architecture shall have the right to rely upon the Usage Report and all information contained therein. Concurrent with the delivery of the Usage Report, Buyer shall deliver to Clinical Architecture the Usage Fees as identified on the Usage Report and/or calculated pursuant to a Usage Metric. Throughout the Licence Term and for a period of one (1) year thereafter, Buyer shall maintain complete records with respect to the use of the Software together with each Usage Metric as may be applicable. During normal business hours, at reasonable intervals, but not more frequently than quarterly, and upon reasonable notice, Clinical Architecture or Clinical Architecture's designated representative, may audit and review those records necessary to confirm that each Usage Report and the Usage Fees paid to Clinical Architecture are correct and that Buyer has complied with all of the terms of this Agreement. If the audit discloses an error in favour of Buyer, then Buyer shall promptly remit any underpayment together with interest at the Interest Rate from the date due through the date paid, and if such error is in excess of three percent (3%) or identifies a material breach of this Agreement, then Buyer shall pay all costs associated with such audit.

4. **PROTECTION OF SOFTWARE**.

4.1. **Proprietary Notices**. Buyer agrees to respect and not to obscure, modify, or remove from view any copyright, trademark, service mark, patent, confidentiality, or other proprietary notice, mark, or legend appearing on the Software, Documentation, Educational Resources, Proprietary Content, or Output, and to reproduce and include the same on any documentation, video, training materials, or editorial policy guide furnished by Buyer to a User.

4.2. **No Reverse Engineering or Modifications**. Buyer shall not modify, reverse engineer, disassemble, or decompile the Software, any portion thereof, including without limitation underlying database structures, Operational Resources, Documentation, Educational Resources, any screenshot of the Software, or any Output, other than such portions of the Software that are intended to be modified by Buyer (*e.g.*,

configuration files and algorithm stacks). Buyer shall not directly access or view any of the Operational Resources or the Software's databases and data structures other than through the use of the Software. Buyer assumes all liability for any versions of the Software modified by or for Buyer without Clinical Architecture's prior written consent ("**Modified Software**") and any Output produced thereby; provided, however, that the foregoing shall not be deemed to permit modification of the Software by Buyer. Buyer hereby acknowledges that Clinical Architecture disclaims all warranties, express and implied, regarding any Modified Software and Buyer agrees to indemnify, defend, and hold Clinical Architecture harmless from any third-party claim arising from such Modified Software. Under no circumstances shall Buyer use the Software, any component of the Software, Documentation, Educational Resources, Operational Resources, or the Output, to develop or assist in the development of a similar or competing product.

4.3. **Ownership**. Buyer acknowledges and agrees that all copies of the Software, Documentation, Educational Resources, and Operational Resources, in any form, are the sole property of Clinical Architecture. Buyer shall not have any right, title, or interest in or to the Software, Documentation, Educational Resources, Operational Resources, or copies thereof, except as expressly provided in this Agreement. Buyer shall secure and protect all Software, Documentation, Educational Resources, and Operational Resources, consistent with maintenance of Clinical Architecture's proprietary rights therein. Buyer shall secure and protect all Proprietary Content consistent with maintenance of the proprietary rights of the Content Source. Buyer further acknowledges and agrees that the copyright of the Operational Resources and the Software's database and data structures is owned by Clinical Architecture and that such copyright includes the creative selection, coordination, and arrangement of information and materials forming such content and the protected expression of facts therein. Buyer further acknowledges and agrees that the copyright of Proprietary Content is owned by the applicable Content Source. Clinical Architecture may remotely monitor and audit usage of the Software for the purposes of determining compliance with this Agreement and identifying Users. Clinical Architecture may store aggregated and statistical data derived from the operation of the Software, including without limitation, unique user count, the number of records in the Software, the number and types of transactions, configurations, and reports processed in the Software, and the performance results for the Software (the "**Aggregated Statistical Information**"), provided that such Aggregated Statistical Information does not allow for the identification of any of Buyer's customers or any individual and will not include any personal data. Clinical Architecture may utilize the Aggregated Statistical Information for purposes of operating, monitoring, managing, or enhancing the Software, developing new modules, components, satellite apps, or products, or improving the efficiency of use or optimizing value for Buyer or a User.

4.4. **Feedback**. If Buyer provides or discloses to Clinical Architecture any feedback or information relating to the Software, Operational Resources, or any other products, software, processes, methodologies, or services of Clinical Architecture ("**Products**"), including without limitation, modifications, improvements, or enhancements to such Products, any new or revised uses or applications of such Products, any method or process for developing or testing such Products, or any new or revised Operational Resources ("**Feedback**"), then Buyer agrees that Clinical Architecture will have no restriction or obligation with respect to such Feedback including use thereof or incorporation thereof into Products without payment of royalties or other consideration to Buyer, and Buyer shall have no ownership interest in or to such Feedback or any modifications, improvements, or enhancements to any such Products.

4.5. **Marketing**. Except as otherwise specifically provided for in this Agreement or the Licenced Use, neither Buyer nor Clinical Architecture shall have any right, title, or interest, in or to the trademarks belonging to the other. Buyer authorizes Clinical Architecture to list Buyer as a subscriber or user of the Software and to use Buyer's logo in relation thereto. Buyer shall not display screenshots of the Software, Documentation, Educational Resources, or Operational Resources to third parties without Clinical Architecture's prior written consent and any such screenshots shall include appropriate attribution (including copyright notices).

4.6. **Governmental Use Restrictions**. The Software and Operational Resources are commercial technical data, which were developed exclusively at private expense by Clinical Architecture (or an affiliate of Clinical Architecture). Clinical Architecture does not agree to licence the Software to the government of the United States based on the licence in FAR 52.227-14 (Data Rights–General) and/or DFARS 252.227-7015 (Technical Data–Commercial Items) or any other licence provision and any such use is hereby expressly excluded from the Licenced Use. Clinical Architecture reserves all rights to approve any sublicence to or use by or on behalf of any United States federal agency or governmental entity (including as a User).

4.7. **Artificial Intelligence**. Buyer shall not: (a) disclose or expose the Output or any of Clinical Architecture's Confidential Information (as defined in Section 5.2), including without limitation, the Documentation, Educational Resources, or Operational Resources (collectively, the "**Protected Materials**") to any artificial intelligence application other than Buyer's internal artificial intelligence applications which do not inform any large language models or generative artificial intelligence technology available to third parties ("**Internal AI Technology**"); (b) store any of the Protected Materials in any location that may: (i) be exposed to an artificial intelligence application; or (ii) serve as or be connected to an artificial intelligence data repository or large language model other than Buyer's Internal AI Technology; or (c) perform or conduct queries based upon

or regarding the Protected Materials to or through an artificial intelligence application other than Buyer's Internal AI Technology. Recipient shall not use all or any portion of the Protected Materials in any manner for purposes of training artificial intelligence applications or building or enhancing large language models.

5. **CONFIDENTIALITY**.

5.1. **Definitions**. As used herein, the term "**Discloser**" means Clinical Architecture or Buyer, as applicable, disclosing information to the other ("**Recipient**").

5.2. "**Confidential Information**" means: (a) any nonpublic information of Discloser, including without limitation, any information relating to Discloser's current and planned products and services (including enhancements to the Software), technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, client or customer lists, business forecasts and marketing; (b) end user, client, or customer information received by Recipient, whether or not provided by Discloser; (c) any other information of Discloser that is disclosed: (i) in writing and reasonably designated or otherwise identified as "confidential" at the time of disclosure or promptly thereafter (which designation may be via notation on the information, by way of separate notification [including email], or via verbal designation); or (ii) orally and identified as "confidential" at the time of disclosure or promptly thereafter (which designation may be via separate notification [including email] or verbal designation); and (d) the terms and conditions of this Agreement. Information which is disclosed without an appropriate designation, proprietary stamp, or legend, shall constitute Confidential Information of Discloser if it would be apparent to a reasonable person, familiar with Discloser's business and/or the industry in which Discloser operates, that such information is of a confidential or proprietary nature. The Software, Documentation, Educational Resources, and Operational Resources are the Confidential Information of Clinical Architecture. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes publicly available through no act of Recipient in breach of this Agreement; (b) was in the possession of or known to Recipient prior to disclosure by Discloser, and Recipient can so demonstrate; (c) is independently developed by Recipient without reference to the materials comprising the Confidential Information disclosed under this Agreement and Recipient can so demonstrate; or (d) is received from another source without any applicable restriction on use or disclosure.

5.3. **Obligations**. Recipient shall not: (a) use Confidential Information of Discloser except as permitted in this Agreement; or (b) disclose Confidential Information to any third party except to the employees, agents, and subcontractors of Recipient reasonably required in connection with performance of this Agreement or to prospective lenders or bona fide investors in Recipient (collectively, "**Recipient Representatives**"). All Recipient Representatives to whom Confidential Information of Discloser is disclosed or who have access to Confidential Information of Discloser shall be subject to written or professional confidentiality and nondisclosure obligations in favour of Recipient containing confidentiality obligations substantially similar to and protective of Discloser's Confidential Information as the prohibitions, obligations, and protections set forth herein. Recipient shall require Recipient Representatives receiving Confidential Information from Recipient to observe the restrictions on use and disclosure set forth herein and Recipient shall be liable for any breach of such restrictions by any Recipient Representatives. Recipient shall take all reasonable measures to protect the confidentiality of and avoid disclosure of or use of Discloser's Confidential Information in order to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorised under this Agreement to have any such Confidential Information. Such measures shall include the highest degree of care that Recipient utilizes to protect Recipient's own confidential or proprietary information of a similar nature. The prohibitions set forth in Section 4.7 shall apply to Clinical Architecture's Confidential Information. Recipient shall promptly notify Discloser in writing of any misuse, misappropriation, or disclosure of Discloser's Confidential Information which may come to Recipient's attention. Recipient shall: (a) promptly notify Discloser in writing where any unauthorised use or disclosure of any Confidential Information has occurred or Recipient is made aware that such unauthorised use or disclosure may take place; and (b) take such steps as Discloser may reasonably require in relation to such unauthorised use or disclosure or potential unauthorised use or disclosure.

5.4. **Return of Materials**. Any and all materials or documents which have been furnished by Discloser to Recipient in connection with this Agreement shall be promptly returned or destroyed by Recipient within five (5) business days after: (a) the expiration or termination of this Agreement; or (b) the receipt of a written request by Discloser for the return or destruction of such materials. Upon request, Recipient shall certify to Discloser, in writing, that Recipient has complied with the obligations of this Section 5.4. Notwithstanding the foregoing, Recipient may retain one (1) secure archive copy of Confidential Information accessible only: (i) on a need-to-know basis to Recipient for purposes of compliance with Recipient's confidentiality obligations under this Agreement; (ii) as directed or permitted by a governmental agency or as required by law; or (iii) with Discloser's consent.

5.5. **Injunctive Relief**. Recipient acknowledges that the unauthorised use, transfer, or disclosure of Confidential Information of Discloser could: (a) substantially diminish the value to Discloser of the Intellectual Property, trade secrets, and other proprietary interests that are embodied in the Confidential Information; (b)

render Discloser's remedy at law for such unauthorised use, disclosure, or transfer inadequate; and/or (c) cause irreparable injury in a short period of time. If Recipient breaches (or threatens breach of) any of the obligations under this Section 5 (the "**Confidentiality Obligations**"), Discloser shall be entitled to seek equitable relief to protect Discloser's interests therein, including without limitation, preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond.

5.6. **Survival and Conflict**. The Confidentiality Obligations shall survive the expiration or earlier termination of this Agreement or of the Licence granted under this Agreement. In the event of any conflict between the Confidentiality Obligations and the obligations or requirements of any nondisclosure agreement by and between Clinical Architecture and Buyer, the provisions that are most protective of Discloser's Confidential Information shall govern and control.

6. **WARRANTIES**.

6.1. **Warranty of Title**. Clinical Architecture represents and warrants to Buyer that Clinical Architecture and/or its licensors, is the owner of the Software, has the right to grant the Licence and other rights set forth in this Agreement, and that the use of the Software within the scope of the Licenced Use will not constitute an infringement or violation of any Intellectual Property rights of any third party (the "**Warranty of Title**"). In the event of any breach or threatened breach of the Warranty of Title, Buyer's sole remedy shall be to require Clinical Architecture, at Clinical Architecture's option, to either: (a) procure, at Clinical Architecture's expense, the right to use the Software; (b) replace the Software, or such part thereof that is in breach of the Warranty of Title, with software of comparable functionality that does not cause a breach of the Warranty of Title; or (c) terminate this Agreement and provide a pro-rata refund to Buyer of the prepaid Annual Licence Fee applicable to the then-current calendar year upon the complete uninstallation and return of the Software to Clinical Architecture.

6.2. **Warranty of Functionality**. Clinical Architecture warrants that the Software shall, throughout the Licence Term, perform in all material respects according to the operating specifications set forth in the Documentation (the "**Specifications**") when used with computer equipment meeting or exceeding the Hardware Requirements (the "**Warranty of Functionality**"). In the event of any breach or alleged breach of the Warranty of Functionality, Buyer shall promptly notify Clinical Architecture, with specificity, of the manner in which the Software does not perform according to the Specifications. Buyer's sole remedy shall be for Clinical Architecture to correct the Software so that the Software operates materially in accordance with the Specifications. Should Clinical Architecture be unable to correct the Software as so provided, then Buyer may terminate this Agreement and Clinical Architecture shall provide a pro-rata refund to Buyer of the prepaid Annual Licence Fee applicable to the then-current calendar year upon the complete uninstallation and return of the Software to Clinical Architecture. The Warranty of Functionality shall not apply to the Software if modified by anyone other than Clinical Architecture or if used improperly or in an operating environment not approved by Clinical Architecture or which does not meet the Hardware Requirements.

6.3. **Disclaimer of Warranties**. THE WARRANTY OF TITLE AND WARRANTY OF FUNCTIONALITY ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CLINICAL ARCHITECTURE. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.2, CLINICAL ARCHITECTURE DOES NOT REPRESENT OR WARRANT THAT ERRORS IN , MISSTATEMENTS, INACCURACIES, OR OMISSIONS REGARDING THE SOFTWARE, DOCUMENTATION, EDUCATIONAL RESOURCES, OR OPERATIONAL RESOURCES, OR ANY DELAYS IN OR INTERRUPTIONS OF ACCESS TO OR USE OF THE SOFTWARE, WILL BE CORRECTED. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE, DOCUMENTATION, EDUCATIONAL RESOURCES, OPERATIONAL RESOURCES, OUTPUT, OR ANY SERVICES OR ADDITIONAL SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF CLINICAL ARCHITECTURE HAS BEEN INFORMED OF SUCH PURPOSE. CLINICAL ARCHITECTURE DOES NOT WARRANT THE CONTINUED AVAILABILITY OF PROPRIETARY CONTENT OR THAT ANY PARTICULAR PROPRIETARY CONTENT WILL BE AVAILABLE FOR USE IN ANY GIVEN JURISDICTION, FOR ANY GIVEN USE, OR FOR USE WITH ANY GIVEN SOFTWARE. NEITHER AN AGENT NOR AN EMPLOYEE OF CLINICAL ARCHITECTURE IS AUTHORISED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CLINICAL ARCHITECTURE AS EXPRESSLY SET FORTH HEREIN.

6.4. **Limitation of Liability**. NEITHER CLINICAL ARCHITECTURE NOR BUYER WILL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR BUSINESS AND PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE FOREGOING EXCLUSION SHALL NOT APPLY TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR TO BUYER'S USE OF THE SOFTWARE OTHER THAN AS SPECIFICALLY PERMITTED BY THE LICENCED USE. IN NO EVENT SHALL CLINICAL ARCHITECTURE'S LIABILITY EXCEED THE LICENCE FEES PAID TO CLINICAL ARCHITECTURE BY BUYER FOR THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD, REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION OF CLINICAL ARCHITECTURE; PROVIDED, HOWEVER, THAT BUYER ACKNOWLEDGES AND AGREES THAT CLINICAL ARCHITECTURE SHALL HAVE NO LIABILITY TO BUYER FOR ANY ACTION OR CLAIM DIRECTLY ATTRIBUTABLE TO BUYER'S USE OF THE SOFTWARE (OTHER THAN A BREACH OF THE WARRANTY OF TITLE). NOTHING IN THIS AGREEMENT EXCLUDES THE LIABILITY OF CLINICAL ARCHITECTURE FOR DEATH OR PERSONAL INJURY CAUSED BY CLINICAL ARCHITECTURE'S NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION BY CLINICAL ARCHITECTURE.

6.5. **Validation of Output**. Buyer acknowledges the changing and uncertain nature of healthcare terminologies and content and that the Software, Services, and Additional Services are, respectively, a tool and associated processes used to augment the terminology and content management (including mapping) of healthcare professionals or other subject matter experts ("**Subject Matter Experts**"). Buyer further acknowledges and agrees that it is the sole responsibility of Buyer and each User to review, evaluate, and validate the condition, quality, accuracy, reliability, suitability, and functionality of Output prior to using such Output in a live patient care environment or for analysis and/or decision-making processes. The Output is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of Subject Matter Experts in patient care, analysis, and/or decision-making processes, and the use of the Output is in no way intended to replace or substitute for such professional knowledge, expertise, skill, or judgment. Buyer acknowledges that Clinical Architecture does not assume any responsibility for actions of Buyer or a User which may result in any liability or damages due to malpractice, failure to warn, negligence, or any other cause. Buyer acknowledges and agrees that Clinical Architecture is not engaged in the practice of medicine and that neither the Software, Documentation, Educational Resources, Operational Resources, Output, Training, Services, or Additional Services, nor any deliverable relating thereto, constitute medical advice or medical equipment. In the event of any error or omission in Proprietary Content accessed within or via the Software, Buyer agrees to look solely to the Content Source of such Proprietary Content for any damages or liability related thereto.

6.6. **Proprietary Content**.

6.6.1. Warranty of Licence to Use Proprietary Content. Buyer represents and warrants to Clinical Architecture that Buyer now has or, prior to downloading any Proprietary Content via the Software or using any Proprietary Content within the Software, will have all necessary rights and licences to download and use such Proprietary Content. If the licence applicable to Proprietary Content is a public or similar licence for which no signature or contract is required or for which assent is indicated via a "click through" agreement (or similar method), Buyer represents and warrants to Clinical Architecture that Buyer has agreed or will agree, as applicable, to all of the terms of such applicable licence as if Buyer had obtained the Proprietary Content directly from the Content Source. Buyer's use of Proprietary Content with the Software will conform to Buyer's licence for use of such Proprietary Content.

6.6.2. Disclaimer of Warranties. Clinical Architecture disclaims and does not accept liability for any omissions or errors in any Proprietary Content (other than Operational Resources) whether obtained by Buyer via the Software, directly from the Content Source, or through any other means. Proprietary Content distributed via the Software is provided "as is," without warranty of any kind (other than any warranties which may be provided directly to Buyer by the Content Source). Any expressed or implied warranties in or to Proprietary Content are hereby disclaimed, including without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and warranties arising from a course of dealing, trade usage, or trade practice. Further, no warranty or representation is made concerning the accuracy, completeness, sequence, timeliness, or availability of Proprietary Content or any translations or derivative works of any Proprietary Content. In no event shall either Clinical Architecture or the applicable Content Source be liable for any direct, indirect, incidental, special, exemplary, reliance, or consequential damages or attorneys' fees (including without limitation, procurement of substitute goods or services; opportunity costs; loss of use, data, savings or profits; or business interruption) however caused and on any theory of liability whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Proprietary Content, even if advised of the possibility of such damage or if such damages were foreseeable. Clinical architecture does not warrant the continued availability of any Proprietary Content or that any Proprietary Content will be available for use in any given jurisdiction, for any given use, or for use with any given software. Neither an agent nor an employee of Clinical Architecture is authorised to grant any of the warranties disclaimed in this Section 6.6.2.

6.6.3. Personal Data. Clinical Architecture and Buyer do not anticipate that Clinical Architecture will have access to personal data. Buyer acknowledges and agrees that this Agreement does not contemplate the disclosure to or receipt, storage, or transmission by Clinical Architecture of any personal data. Buyer shall not disclose or transmit any personal data to Clinical Architecture or store any personal data on any of Clinical Architecture's computer hardware to which Buyer may have access without Clinical Architecture's prior written consent. In the event that Buyer inadvertently discloses personal data to Clinical Architecture or stores personal data on any of Clinical Architecture's computer hardware without such prior written consent, Buyer shall provide prompt written notice of such inadvertent storage or disclosure and, to the extent possible, remove or delete such personal data at Buyer's sole cost and expense. If Clinical Architecture agrees to process any personal data on Buyer's behalf when performing Clinical Architecture's obligations under this Agreement: (a) Buyer acknowledges and agrees that the personal data may be transferred or stored outside the European Economic Area (EEA) or the country where Buyer and each User is located in order to for Clinical

Architecture to fulfil such obligations; (b) Buyer shall ensure that Buyer is entitled to transfer the relevant personal data to Clinical Architecture so that Clinical Architecture may lawfully use, process, and transfer the personal data on Buyer's behalf; (c) Buyer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (d) Clinical Architecture shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by Buyer from time to time; and (e) Clinical Architecture, Buyer, and each User, shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or the accidental loss, destruction, or damage of the personal data. Buyer agrees and acknowledges that Buyer is entirely responsible for the Buyer Data, including, without limitation, the accuracy of the personal data, compliance with laws, processing of personal data, and rights to use the personal data under this Agreement.

7. **INDEMNIFICATION**. Buyer acknowledges and agrees that the provisions of this Section 7 are a supplement to and are in harmony with the indemnification provisions of the Call-Off Contract and Framework Agreement.

7.1. **By Buyer**. Buyer shall indemnify, defend, and hold harmless Clinical Architecture and Clinical Architecture's directors, officers, members, managers, employees, agents, contractors, and representatives (the "**Clinical Architecture Indemnitees**"), from and against any and all third-party demands, claims, actions, proceedings, suits, and liabilities, at all levels of litigation ("**Indemnified Costs**"), which may be sustained or incurred by Clinical Architecture and/or the Clinical Architecture Indemnitees, at any time, arising out of or relating to: (a) Buyer's unauthorised modification, enhancement, or use of the Software, Operational Resources, or Proprietary Content; (b) breach of any of the Confidentiality Obligations; (c) liability related to the validation of the Output (or failure to validate) by Buyer, Subject Matter Experts, or a User; (d) use of or access to the Software or Output by a third party (other than a User) except as specifically permitted by the Licenced Use; or (e) liability (including indemnification obligations) of Clinical Architecture to a Content Source as a result of any action by Buyer against such Content Source or Buyer's use of Proprietary Content in violation of the applicable licence therefor.

7.2. **By Clinical Architecture**. Clinical Architecture shall indemnify, defend, and hold harmless Buyer, and Buyer's directors, officers, members, managers, employees, agents, contractors, and representatives (the "**Buyer Indemnitees**"), from and against any and all Indemnified Costs which may be sustained or incurred by Buyer and/or the Buyer Indemnitees, at any time, arising out of or relating to any breach by Clinical Architecture of the Warranty of Title or of the Confidentiality Obligations.

8. **ASSIGNMENT**. Except as specifically permitted by this Agreement, neither Clinical Architecture nor Buyer shall assign or otherwise transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement, the Licence, or any of the rights arising pursuant thereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, no such consent is required for assignment by Clinical Architecture in the event of a sale or other disposition of all or substantially all of Clinical Architecture's assets or the Software. The foregoing notwithstanding, in the event of an assignment or transfer by Buyer to a third party with an existing licence to use all or any portion of the Software or any other software owned and licenced by Clinical Architecture, the Licence and such third-party licence shall not be deemed to have merged or to grant to either Buyer or such third party any additional usage rights in or to the Software or other software owned and licenced by Clinical Architecture. Buyer acknowledges and agrees that the Licence Fees and Licenced Use are based, in part, on Buyer's size, number of patients or population served, intended use of the Software as communicated to Clinical Architecture, and/or other similar metrics and that if any assignment or transfer of this Agreement or Licence by Buyer (including by way of merger, whether or not Buyer is the surviving entity) materially changes any of such metrics, then Clinical Architecture shall have the right to revise the Licence Fees and/or Licenced Use accordingly. This Agreement shall be binding upon and for the benefit of Buyer and Clinical Architecture and their respective successors, legal representatives, and permitted assigns.

9. **DEFAULT**.

9.1. **Events of Default**. This Agreement may be terminated by the non-defaulting party if a party: (a) materially fails to perform or comply with this Agreement or any provision hereof; (b) fails to strictly comply with the Confidentiality Obligations or makes an assignment or other transfer in violation of Section 8; (c) becomes insolvent or admits in writing the inability to pay debts as they mature, or makes an assignment for the benefit of creditors; or (d) is unable to pay its debts or deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 and such inability to pay debts is not resolved favourably within ninety (90) days of notification of such to the non-defaulting party.

9.2. **Date of Termination**. Termination due to a material breach of Section 2.2.1, Section 2.2.2, Section 4, or the Confidentiality Obligations shall be effective on notice unless otherwise specifically set forth herein. In all other cases, termination shall be effective ten (10) days after notice of termination to the defaulting party if the default has not been cured within such period.

9.3. **Obligations on Termination**. Immediately upon the expiration or earlier termination of this Agreement or the Licence: (a) Buyer shall: (i) cease and desist all use of the Software; (ii) uninstall and return to Clinical Architecture all full or partial copies of the Software, Documentation, and Educational Resources in Buyer's possession or under Buyer's control; and (iii) certify to Clinical Architecture that the Software has been fully uninstalled and that Operational Resources and associated databases and data structures have been fully deleted, such that the Software is not capable of being reinstalled and the databases and data structures are not capable of being reconstructed or restored; and (b) Clinical Architecture shall have no obligation to continue to perform any Services or Additional Services for Buyer. From and after the expiration or termination of this Agreement or the Licence, Buyer's use of Output shall remain subject to the restrictions and limitations set forth herein, including without limitation, such restrictions or limitations as may be contemplated by the Licenced Use.

9.4. **Suspension**. "**Suspension Event**" means that: (a) any Licence Fees are thirty (30) days or more past due; or (b) Buyer (or a User) has used the Software or Output in a manner that is not in accordance with this Agreement. Upon the occurrence of a Suspension Event, in addition to any other rights or remedies, Clinical Architecture reserves the right, upon ten (10) business days' notice, to suspend: (a) the right of Buyer and/or any User to access or use the Software; and/or (b) performance of any Services or Additional Services, until the Suspension Event has been resolved. Clinical Architecture shall not be liable for any damages associated with any such suspension of access or use. During any period of suspension: (a) none of Clinical Architecture's warranties or other obligations under this Agreement shall apply; and (b) Licence Fees shall continue to accrue.

10. **TERM**.

10.1. **Licence Term**. The term of this Agreement and the Licence (the "**Licence Term**") shall commence on the Contract Date (or such other date set forth in Exhibit A-5) and shall continue for the period set forth in Exhibit A-5 plus any partial month between the Contract Date and the Effective Date (the "**Initial Term**"; the date upon which the Licence Term is scheduled to expire being referred to as the "**Expiration Date**"); provided, however, that this Agreement shall automatically renew on the Expiration Date and upon each succeeding anniversary of the Expiration Date for subsequent periods (each a "**Renewal Term**") of twelve (12) months each; provided, however, that due to prohibitions in the Call-Off Contract, the Licence Term shall not be extended for a third (3rd) Renewal Term and this Agreement shall terminate upon the expiration of the second (2nd) Renewal Term. Upon each such renewal, the Licence Term shall be extended and deemed to include such additional Renewal Term and the Expiration Date shall thereafter be the next succeeding anniversary of the Expiration Date. Either party may terminate this Agreement not less than thirty (30) days in advance of the Expiration Date upon written notice to the other party, such termination to be effective as of the Expiration Date. If the Contract Date is not identified in the introductory paragraph of this Agreement, then the Contract Date shall be deemed to be the date of the last signature affixed to this Agreement.

10.2. **Renewal Fees**. Clinical Architecture may, by written notice to Buyer not less than sixty (60) days prior to the Expiration Date, designate new Licence Fees to be applicable to the succeeding Renewal Term (the "**Renewal Fees**"); provided, however, that any such increase shall not exceed that of the Consumer Price Index published by the Office for National Statistics for the immediately preceding twelve (12) month period. If Buyer does not accept the Renewal Fees, Buyer may terminate this Agreement in accordance with the provisions of Section 10.1. If Buyer does not terminate this Agreement in a timely manner, then Buyer shall be deemed to have accepted the Renewal Fees for the succeeding Renewal Term. Unless otherwise set forth in Exhibit A-3, if Clinical Architecture does not designate new Renewal Fees, then the Licence Fees applicable to the succeeding Renewal Term shall be the same as applicable to the Initial Term or immediately preceding Renewal Term, as applicable.

10.3. **Suspension Option**. In the event Buyer elects to exercise the right to suspend all or any part of the Call-Off Contract (a "**Buyer Suspension**"), Clinical Architecture shall have the right to terminate the Call-Off Contract upon thirty (30) days' notice to Buyer, such End to become effective unless Buyer rescinds such suspension prior to the expiration of such thirty (30) day period. Notwithstanding any Buyer Suspension, Licence Fees shall continue to accrue and be due and payable as provided herein. If Clinical Architecture terminates the Call-Off Contract following a Buyer Suspension, Buyer shall not be entitled to a refund of any Licence Fees previously paid to Clinical Architecture.

10.4. **Termination Option**. In the event Buyer elects to exercise the right to terminate the Call-Off Contract pursuant to the terms of the Framework Agreement, Buyer shall: (a) not be entitled to a refund of any Licence Fees previously paid to Clinical Architecture other than fees for Additional Services not yet performed by Clinical Architecture; and (b) pay to Clinical Architecture a termination fee (the "**Termination Fee**") equal to the greater of: (i)(A) all amounts then due and owing to Clinical Architecture, plus (B) fifty percent (50%) of: (1) the Annual Licence Fee plus (2) the reasonably anticipated Usage Fees, if any, for the immediately succeeding year of the Licence Term (unless Buyer elects to terminate the Call-Off Contract during the final year of the Licence Term); or (ii) any minimum annual fee identified in the Order Form or Exhibit A-3. Buyer shall not have

the right to terminate the Call-Off Contract during a Buyer Suspension. As soon as the Call-Off Contract terminates or expires, Clinical Architecture shall have the right to terminate any Services then underway.

11. **GOVERNING LAW**. This Agreement and the Licence shall be governed by the laws of England and Wales. Clinical Architecture and Buyer hereby consent to jurisdiction and venue in England and Wales. Clinical Architecture and Buyer hereby waive personal service of process in connection with any such action or proceeding and agree that service thereof shall be made by recorded delivery to the applicable Notice Address. Clinical Architecture and Buyer each hereby waive trial by jury in any action, proceeding, or counterclaim brought by either Clinical Architecture or Buyer against the other.

12. **NOTICE**. Notices required or permitted hereunder (other than routine operational communications) shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing (each, a "**Notice Address**"). All notices shall be in writing and shall be deemed given: (a) upon personal delivery to the appropriate Notice Address; or (b) upon delivery if sent by certified or recorded delivery, postage prepaid, or via nationally recognised overnight courier service (or, upon rejection or refusal of delivery), in each case as reflected by the delivery receipt. Buyer and Clinical Architecture shall each endeavour to provide a copy of any notice via email to the appropriate email address included in the Notice Address (or to such other email address as the party shall specify in writing), but such email notice shall not constitute notice hereunder and failure to provide notice via email shall not constitute a default. The foregoing notwithstanding, invoices and notice from Clinical Architecture to Buyer of delinquent Licence Fees may be sent via email in lieu of the written notice methods provided above. Clinical Architecture shall have the right to accept and rely upon changes to Buyer's Notice Address provided to Clinical Architecture via email if such changes are confirmed by Buyer by email or in writing following request by Clinical Architecture. Each party shall have the obligation to correct the Notice Address upon any changes thereto (including, without limitation, a change in the person or officer to whom such notice is to be delivered) and notice shall not be deemed ineffective if sent to the Notice Address on file notwithstanding any changes thereto that have not been provided to the party providing such notice.

If to Buyer: _____

_____

_____

Attn: _____

email: _____

If to Clinical Architecture:

CLINICAL ARCHITECTURE LIMITED
Okehampton Business Centre
Lower Stockley Mead, Okehampton, Devon. EX20 1FJ
Attn: Andrew Frangleton, Managing Director
email: andrew_frangleton@clinicalarchitecture.com

with a copy to:

CLINICAL ARCHITECTURE, LLC
11611 N. Meridian Street, Suite 500
Carmel, IN 46032 USA
Attn: Michael S. Wallack, General Counsel
email: michael_wallack@clinicalarchitecture.com

13. **MISCELLANEOUS**. This Agreement contains the entire understanding and agreement between Buyer and Clinical Architecture respecting the subject matter hereof and supersedes and cancels all previous agreements, commitments, writings, and negotiations in respect thereof other than the provisions of any nondisclosure or similar agreement. This Agreement shall only become effective and binding upon full execution hereof by Clinical Architecture and Buyer. Submission of this document to Buyer for examination shall not be deemed to be an offer. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement; provided, however, no counterpart shall be effective until each party has executed and delivered at least one (1) counterpart to the other. This Agreement may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by Buyer and Clinical Architecture. Any terms, provisions, or conditions of any purchase order or similar document issued by Buyer that purport to: (a) supplement, modify, or amend this Agreement; (b) release or discharge any of Buyer's obligations arising pursuant to this Agreement; or (c) create obligations applicable to Clinical Architecture or increase the scope of existing obligations of Clinical Architecture, shall be void. This Agreement shall not be construed with resort to any presumption against the preparer. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain this Agreement's legality and enforceability. In resolving any potential conflict between this Agreement, the Call-Off Contract, the Order Form, and/or the Framework Agreement, the terms of this Agreement shall, to the extent possible, be read in harmony with and as a supplement thereto and shall only be deemed to be in conflict

therewith if the terms of this Agreement can only be interpreted as being in direct conflict and not as a supplement thereto. Any waiver by Buyer or Clinical Architecture of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999. Each individual executing this Agreement on behalf of Buyer or Clinical Architecture represents that such person is duly authorised to execute and deliver this Agreement on behalf of Buyer or Clinical Architecture, as applicable, and that this Agreement is binding upon Buyer or Clinical Architecture, as applicable. Failure of Buyer or Clinical Architecture to perform or delay in the performance of their respective obligations under this Agreement due to any cause or event not reasonably within such party's control, including without limitation, casualty, labour disputes, failure of equipment, epidemic or pandemic, compliance with governmental authority, force of nature, or other matters typically included within the definition of *force majeure*, shall not constitute a breach of this Agreement, and such party's performance shall be excused during such period of delay; provided, however, that Buyer's obligation to pay Licence Fees shall only be excused so long as and to the extent that Buyer's ability to process payments in a timely and prompt manner is directly affected. Any handwritten or other changes inserted by or on behalf of Buyer or Clinical Architecture into this Agreement (other than completing the Effective Date in the introductory paragraph, the Project Lead and associated contact information, and/or a Notice Address) are expressly invalid and shall have no effect. Nothing herein shall restrict the right of Clinical Architecture to engage in any business or provide any products or services to any customers on any terms.

[signatures on following page]

IN WITNESS WHEREOF, Clinical Architecture and Buyer have caused their duly authorised representatives to execute this Software Licence Agreement as of the Contract Date.

CLINICAL ARCHITECTURE:

CLINICAL ARCHITECTURE LIMITED

By:_____
Andrew Frangleton, Managing Director

Date:_____

BUYER:

_____

By:_____
Printed: _____
Title:_____

Date:_____

Software Licence Agreement for G-Cloud 15 [2026-01-26.2]
Last revised:
Last revision by:

Exhibit A-1
Licenced Use

[insert Licenced Use]

Exhibit A-2
Licenced Facilities

[Intentionally Omitted]

Exhibit A-3
Licence Fees

[Standard Licence Fees are set out in G-Cloud Lot 2b Cloud Software – Pricing]

Annual Licence Fee:

Invoice date:	Promptly following the Contract Date and then approximately thirty (30) days prior to each anniversary of the Effective Date
Due date:	The Effective Date and then each anniversary of the Effective Date

Usage Fees:

Due date:	Concurrent with delivery of each Usage Report

Cloud Hosting Fee:

Invoice date:	Promptly following the Contract Date
Due date:	The Effective Date and then each anniversary of the Effective Date

Exhibit A-4
Addenda

The following Addenda are hereby made a part of this Agreement and incorporated herein by reference:

- Cloud Hosting Addendum
- Support Addendum

Exhibit A-5
Licence Term

Licence Term: ___ (___) years plus any partial month between the Contract Date and the Effective Date

Exhibit B
Software

[Software modules are defined in G-Cloud 15 Lot 2b Cloud Software Service Definition; final mix of included components to be set forth in this Exhibit B]

SYMEDICAL	Included	Excluded
Terminology Management Platform		
Catalogue Manager		
Content Model Manager		
Map Manager		
Value Set Manager		
Subscription Portal		
Enterprise Management Suite		
Adaptive Workflow		
Waypoint & Viewpoint		
Domain Design Suite		
Distribution		
Content Distribution Architecture		
Universal Distribution Architecture		
Runtime Web Services (APIs)		
Interoperability Engine		
Terminology Engine		
FHIR Terminology Services		
PIVOT		
PIVOT		

Modules, components, satellite apps, and new products, beyond those specifically set forth in this Exhibit B, are excluded from the definition of Software and are excluded from the Licence and Licenced Use.

Exhibit C
Implementation Statement of Work

This Implementation Statement of Work (the "**Statement of Work**") is included pursuant to Section 2.4.6 of the Agreement and is subject to all the terms of the Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms of this Statement of Work and any terms of the Agreement, the Agreement's terms shall control unless a provision of this Statement of Work specifically references a provision in the Agreement and provides that the conflicting provision of this Statement of Work either amends or controls in the event of a conflict, in which event such provision in this Statement of Work shall control solely with respect to this Statement of Work.

Executive Summary

The purpose of this Statement of Work is to outline how Clinical Architecture's professional services will perform the Implementation of the Software.

Approach

The implementation needs and objectives of each client are unique. Clinical Architecture will work with Buyer's stakeholders ("**Stakeholders**") to identify and support design, architecture, or implementation recommendations. Additionally, Clinical Architecture will work with Stakeholders to develop a specific Implementation Plan (the "**Implementation Plan**") based on Buyer's needs and reasonable expectations. This includes identifying interfaces, exports, and reports specific to Buyer's use case (as set forth in the Licenced Use). It is anticipated that the Software includes the ability to address export, interface, and reporting requirements; however, either through training or configuration, Clinical Architecture will work to meet Buyer's specific, identified needs.

Clinical Architecture will provide oversight and guidance, ensuring an efficient collaboration and technical integration (*e.g.*, does not duplicate efforts and/or functionality) without (where possible) being specific to a particular third-party approach. The Implementation will include an architectural and technical integration assessment followed by installation and configuration on Buyer's chosen platform (*e.g.*, local or hosted installation).

Implementation Plan

The following graphic (the "**Representative Plan**") outlines the high-level phases of a representative implementation plan and the associated tasks in each phase.

Phase	Activities	
Definition & Planning	**Set scope, schedule, and deliverables** **Author Implementation project plan** **Conduct project kick-off** **Author resource plan**	**Author communication plan** **Author risk management plan** **Requirements gathering and documentation**

Execution	**Status and tracking through weekly calls and reports**
	• Update project plan
	System configuration
	• Site/organization set-up
	• Code system and mapping channel set-up
	• Mapping business rules and algorithms set-up
	• Mapping and algorithm templates set-up
	Technical system integration
	• Architecture/Platform integration assessment
	• Security and user role/access assessment
	Data on-boarding
	• Data analysis
	• Data load
	  • Standard code sets
	  • Site/local code sets
		Define mapping and value set workflow and approval process*
		Perform content modelling, mapping and/or value set authoring*
		Author documentation covering
		• Source Analysis and Catalogue Design
		• Standardization and Normalization Guidelines
		• Technical System Integration
		• Mapping Editorial Policy*
		• Mapping Maintenance Policy*
		• Value Set Editorial Policy*
		• Value Set Maintenance Policy*
		Customized SME-led training
		• Functional software training
		• End-user terminologist training
		• Advanced end-user terminologist training
		• System administrator training

Testing & Acceptance	**Functional Testing** • Integration and User Acceptance **Non-functional Testing** • Security and Performance	

Phase	Activities
Performance & Control	**Effort and cost tracking** **Report on quality of deliverables** *(Done iteratively throughout the project)*
Closeout	**Formal summary of implementation** **Gap analysis and any remaining tasks for future consideration**
	*Activities covered under Managed Terminology Services

To manage cost, scope, and schedule, Clinical Architecture utilizes industry-accepted project management best practices to plan, execute, and close projects.

Constraints and Assumptions

The following constraints and assumptions are agreed upon between Buyer and Clinical Architecture:

1. An instance of the Software will be made available to Clinical Architecture's personnel assigned to this Statement of Work and Clinical Architecture's professional services team will have access to this instance with the ability to edit and configure catalogs, map sets, streams, and other portions of the data and database to be configured ("**Configurable Items**").
2. Buyer will provide the required resources (personnel and/or hardware) for Implementation.
3. Buyer is responsible for final approval of all Configurable Items.
4. Additional Implementation Fees may be required if the anticipated timeline is exceeded by more than twenty percent (20%), or new data sources need to be onboarded by Clinical Architecture after the Data On-Boarding phase has been completed.

Deliverables and Term

Clinical Architecture will work with Buyer to prioritize tasks as shown in the Representative Plan. The term for the Implementation is targeted not to exceed twelve (12) weeks and will be broken in the following phases:

1. Definition and Planning Phase (10 business days) deliverables:
    (a) Project Plan (with resource allocations), Risk Mitigation Plan, Communication Plan
    (b) Requirements Gathering
    (c) Architecture and Technical Integration Design
    (d) Draft Playbook components:
        (i) Source Data Analysis and Stream Configuration
        (ii) Standardization and Normalization Guidelines
2. Execution Phase (8 weeks) deliverables:
    (a) Updated project plans
    (b) Updates to Playbook components
    (c) Test Plan
    (d) Custom SME Training
3. Testing and Acceptance Phase (2½ weeks):
    (a) Performance and Control – Ongoing
    (b) Closeout – Post Testing and Acceptance

The individual phase timelines may vary based on the following factors:

- The amount of data that needs to be onboarded
- The amount of software customization that might be necessary
- The level of integration with legacy systems
- The level of user acceptance testing required for approval

As part of the Definition and Planning Phase, Clinical Architecture will work with Stakeholders to validate the assumptions utilized in drafting the Implementation Plan. Clinical Architecture will not be required to significantly extend the anticipated term due to Buyer-induced delays such as, but not limited to, availability of required Buyer resources and/or environments. If a significant extension is required, Clinical Architecture will work with Buyer to update the estimated scope, time, and cost associated with this Statement of Work.

Cloud Hosting Addendum

1. **INCORPORATION AND CROSS-REFERENCES**. This Cloud Hosting Addendum (the "**Cloud Hosting Addendum**") is incorporated into that certain Software Licence Agreement (the "**Agreement**") by and between Clinical Architecture and Buyer to which it is attached.

2. **DEFINITIONS**.

2.1. "**Cloud Environment**" means cloud hosted services, initially consisting of the service configuration described in Schedule A to this Cloud Hosting Addendum, leased or licenced by Clinical Architecture, and upon which the Software (or certain components of the Software) will be installed; provided, however, that Clinical Architecture shall have the right to substitute the initial service configuration with a service configuration better tailored to Buyer's use and/or operation of the Software. The Cloud Environment will be provided via a Cloud Host (as defined in Section 2.2 of this Cloud Hosting Addendum).

2.2. "**Cloud Host**" initially means AMAZON WEB SERVICES, INC.; provided, however, that Clinical Architecture shall have the right switch to another cloud hosting service providing reasonably similar functionality and reliability (*e.g.*, Google Cloud Platform; Microsoft Azure).

3. **CLOUD HOSTING TERMS**.

3.1. **Cloud Hosting Fee**. Clinical Architecture reasonably anticipates that the Cloud Environment being provisioned (as described in Schedule A to this Cloud Hosting Addendum) is sufficient to handle Buyer's needs as set forth in the Licenced Use and as communicated to Clinical Architecture. The fee for the Cloud Environment (the "**Cloud Hosting Fee**") is set forth in Exhibit A-3. If the actual cost to Clinical Architecture for the Cloud Environment increases, then such increase will be added to and become a part of the Cloud Hosting Fee together with a markup of thirty percent (30%) for Clinical Architecture's management and maintenance of the Cloud Environment. If usage of the Software grows or changes such that the Cloud Environment reasonably requires additional capacity or performance, then Clinical Architecture shall have the option to provide such additional capacity or performance in the Cloud Environment and the Cloud Hosting Fee (together with a markup of thirty percent [30%] for Clinical Architecture's management and maintenance of the Cloud Environment) shall be adjusted accordingly. Any adjustments to the Cloud Hosting Fee shall be due and payable ten (10) days after Buyer's receipt of an invoice therefor. Adjustments to the Cloud Hosting Fee shall be prorated from the effective date of such adjustment through the next scheduled payment of the Cloud Hosting Fee.

3.2. **Cloud Host Terms and Conditions**. The Cloud Environment may be subject to the additional terms and conditions of the Cloud Host (a copy of which can be found at http://aws.amazon.com/agreement) or such other cloud hosting service as may be utilized by Clinical Architecture. Buyer acknowledges and agrees that Clinical Architecture shall not be liable for any downtime attributable to the Cloud Host.

3.3. **Updates to Software and Requirement Components**. Notwithstanding the provisions of Section 2.3.1, in the case of Software installed on the Cloud Environment, Clinical Architecture shall be responsible for the installation of any maintenance update or incremental version of the Software to which Buyer is entitled (but only to the components of the Software installed in the Cloud Environment) and will work collaboratively with Buyer to schedule an appropriate time for such installation. Notwithstanding the provisions of Section 2.3.2, Clinical Architecture shall be responsible for the installation of any maintenance update or incremental version of the Required Components installed on the Cloud Environment and will work collaboratively with Buyer to schedule an appropriate time for such installation.

3.4. **Installation and Implementation**. Notwithstanding the provisions of Section 2.4.6, in lieu of performing (or assisting Buyer) with Installation on Buyer's computer equipment, Clinical Architecture shall perform the initial installation of the applicable components of the Software with default configuration settings in a cloud instance on the Cloud Environment for which Buyer shall pay the "**Cloud Installation Fee**" set forth in Exhibit A-3 (which may be included within the Implementation Fee in lieu of a separate line item).

3.5. **Termination of Hosting**. Buyer may elect to host the Software locally on Buyer's equipment or contract directly with a cloud host for hosting. In the event Buyer elects to host the Software locally on Buyer's equipment or contract directly with a cloud host (in each case, a "**Local Installation**"), Buyer shall provide written notice to Clinical Architecture of the date on which the Local Installation has been completed (the "**Local Installation Date**"). Buyer shall be responsible for all costs associated with migrating Buyer's data from the Cloud Environment to the Local Installation together with any unrecoverable fee outlays by Clinical Architecture to the

Cloud Host for reserving the Cloud Environment for the duration of the Licence Term. From and after the Local Installation Date, Clinical Architecture shall have no further obligation to provide the Cloud Environment or to manage or maintain the Cloud Environment. The Cloud Hosting Fee for the period subsequent to the Local Installation Date shall be prorated and, if prepaid, shall be a credit against the Annual Licence Fee.

4. **CLOUD-HOSTING MAINTENANCE AND MONITORING**.

4.1. **Maintenance Windows**. Scheduled maintenance periods (each a "**Scheduled Maintenance Window**" and collectively, "**Scheduled Maintenance Windows**") generally occur on the third (3rd) Saturday of every month from 10:00 P.M. London (UK) to 1:00 A.M. London (UK) on Sunday. Clinical Architecture will endeavour to notify Buyer (via email to the Project Lead) on the Monday and Friday immediately preceding each Scheduled Maintenance Window. Buyer will be notified (via email to the Project Lead) of emergency maintenance periods (each an "**Emergency Maintenance Window**") as soon as Clinical Architecture determines that a maintenance event not previously scheduled is necessary. Clinical Architecture will work reasonably with Buyer to reschedule a Scheduled Maintenance Window if the Scheduled Maintenance Window adversely impacts Buyer's ability to conduct Buyer's business operations.

4.2. **Maintenance**. During Scheduled Maintenance Windows, Clinical Architecture performs maintenance on the Cloud Environment, including but not limited to, applying patches and updates to web application firewalls, load balancers, virtual machines, and cloud-based SQL Server instances. During a Scheduled Maintenance Window or Emergency Maintenance Window (collectively, "**Maintenance Window**"), certain components of the Software will be temporarily unavailable. Clinical Architecture will make reasonable efforts to minimize downtime and ensure the security, performance, and reliability of the Software. After maintenance is performed, Clinical Architecture will test Cloud Environment's services, integrations (when accessible to Clinical Architecture), and basic Software functionality. If any issues necessitate an extension of the Maintenance Window, Buyers will be promptly informed (via email to the Project Lead). Once maintenance is successfully completed, clients will be informed (via email to the Project Lead). Once a Maintenance Window is complete, any issues associated with the Cloud Environment (other than those subject to monitoring pursuant to Section 4.3 of this Cloud Hosting Addendum) fall under the Support Addendum and the applicable Support Hours (as defined in the Support Addendum).

4.3. **Monitoring**. Clinical Architecture will monitor the Cloud Environment on a 24/7 basis. Resolution of alerts will occur during Support Hours and alerts generated outside Support Hours will be addressed during the next available Support Hours; provided, however, that if the Cloud Environment includes high availability disaster recovery (HADR), then such resolution will occur during Extended/Premier Support Hours (as defined in the Support Addendum).

4.3.1. Infrastructure Monitoring.

(a) *Virtual Machines (VMs)*.

(i) *CPU Usage*. CPU utilization will be checked on 5-minute increments and will generate an alert if ≥ 95% for 3 consecutive check points.

(ii) *Memory Usage*. Memory utilization will be checked on 5-minute increments and will generate an alert if ≥ 85% on 3 consecutive check points.

(iii) *Disk Usage*. Disk usage will be checked every 4 hours and will generate an alert if ≥ 90%.

(b) *Load Balancers*.

(i) *Error Rates*. Generate an alert if Error Rates > 1% Auto Scaling Groups.

(ii) *Scaling Activities*. Generate an alert if scaling out or scaling in exceeds 3 times per hour.

(iii) *Instance Launch/Termination Times*. Generate an alert if the amount of time to become operational exceeds 5 minutes.

4.3.2. Application Monitoring.

(a) *Windows Services*. Windows Services will be checked every 15 minutes and generate an alert if Windows Service status changes from running to other than running.

(b) *APIs Hosted Under IIS*. When available, API health endpoints will be checked every 15 minutes and generate an alert if an API endpoint returns an error.

4.3.3. Security Monitoring. When used as a part of the Cloud Environment, Clinical Architecture will monitor the number of requests being blocked by the web application firewall (WAF) and will research and mitigate any unexpected requests.

4.4. **Cloud Host Service Credits**. Clinical Architecture will grant to Buyer, as a credit to the Cloud Hosting Fee due from Buyer, any service credits to which Clinical Architecture may be entitled from the Cloud Host for violation of the service levels guaranteed by the Cloud Host.

4.4.1. Credit Request. To receive a service credit, Buyer must submit a request by sending an email message (each a "**Credit Request**") to the Client Success Manager (or such replacement email recipient as Clinical Architecture may identify from time to time). The Credit Request must: (a) include Buyer's name and the phrase "Cloud Hosting Credit Request" in the subject of the Credit Request; (b) include, in the body of the Credit Request, the dates and times of each incident Buyer claims to be subject to a service credit from the Cloud Host; and (c) be received by Clinical Architecture within ten (10) Business Days following the last reported incident in the Credit Request.

4.4.2. Credit from Cloud Host. Clinical Architecture will determine the extent to which a service failure by the Cloud Host occurred as claimed in the Credit Request, and if each instance is affirmatively confirmed by Clinical Architecture, then Clinical Architecture make a request for a service credit to the Cloud Host and, upon receipt of such credit from the Cloud Host, will issue a corresponding credit to the Cloud Hosting Fee to be applied against the next payment otherwise due from Buyer during the Licence Term; provided, however, that the credit may not be reflected on the next invoice if such invoice is processed prior to the issuance of the credit and notification to Clinical Architecture's accounts payable department (in which event the credit will be reflected on a subsequent invoice for the Cloud Hosting Fee).

Schedule A to Cloud Hosting Addendum
Cloud Environment

The following technical specifications for the Cloud Environment have been used to calculate the Cloud Hosting Fee:

Description	Service	Installed	Configuration summary

If this service configuration for the Cloud Environment needs to be upgraded to provide additional capacity, the upgrade costs will be passed on to Buyer in accordance with Section 3.1 of the Cloud Hosting Addendum.

Support Addendum

1. **Incorporation and Cross-References**. This Support Addendum (the "**Support Addendum**") is incorporated into that certain Software Licence Agreement (the "**Agreement**") by and between Clinical Architecture and Buyer to which it is attached.

2. **Support**. The Support to be provided by Clinical Architecture is as set forth in this Support Addendum.

3. **Support Availability**.

3.1. Support Hours. Clinical Architecture will provide reasonable support directly related to Buyer's use of the Software ("**Support**"). Support shall be provided from 8:00 A.M. to 8:00 P.M. Eastern Time ("**Business Hours**"), Monday through Friday, exclusive of those holidays observed by Clinical Architecture (each a "**Business Day**" and collectively, "**Business Days**"); provided, however, that Clinical Architecture may offer extended hours for Support subject to payment of additional fees ("**Support Fees**" as set forth in Exhibit A-3). "**Support Hours**" will be: (a) Business Hours on Business Days for standard Support ("**Standard Support Hours**"); or (b) twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for Extended Support or Premier Support ("**Extended/Premier Support Hours**"). Support will be available via Clinical Architecture's support ticketing system. If Buyer has elected to subscribe to Extended Support or Premier Support, Support will also be available via telephone and email.

3.2. Buyer Representatives. Those individuals assigned by Buyer to roles which may submit a Ticket (as defined in Section 4.1 of this Support Addendum) or initiate a Support Request (as defined in Section 4.1 of this Support Addendum) via telephone or email (each a "**Buyer Representative**" and collectively, the "**Buyer Representatives**") must be reasonably competent in the use and operation of the Software, including having completed Training. The Buyer Representatives will act as primary interface to Clinical Architecture for Support purposes. Clinical Architecture's support team will respond to each Support Request within the time specified in the appropriate schedule set forth in the Section 4.2.2 of this Support Addendum (the "**Response Schedule**"). The response time shall be measured from the time a Buyer Representative submits a Support Request by one of the means provided in this Support Addendum; provided, however, that a Support Requested submitted outside of Support Hours will be deemed to have been requested as of the commencement of Business Hours on the next Business Day unless Buyer has purchased Extended Support or Premier Support.

3.3. Extended Support and Premier Support. Clinical Architecture may offer Buyer the option to purchase either Extended Support and/or Premier Support and Buyer's election to purchase Extended Support or Premier Support will be set forth in Exhibit A-3 under the heading "Support Fees". "**Extended Support**" includes standard Support plus access to a Clinical Architecture resource for the initiation of Support Requests for errors classified as Severity Level 1 (as described in Section 4.2.1 of this Support Addendum) during Extended/ Premier Support Hours. "**Premier Support**" includes Extended Support plus both 1st Level Response and 2nd Level Response (as described in Section 4.2.3(a) and Section 4.2.3(b), respectively, of this Support Addendum) will be based on hours and days rather than Business Hours and Business Days. Extended Support and Premier Support each include a number of hours of Support as set forth in Exhibit A-3 ("**Extended/Premier Support Time**"), which will be tracked in fifteen (15) minute increments. Time spent by Clinical Architecture personnel to respond to Tickets and Support Requests submitted outside Standard Support Hours will be deemed to apply toward Buyer's allotted amount of Extended/Premier Support Time; provided, however, that if a Reported Error is validated by Clinical Architecture's product support team to be a Severity Level 1 software defect, the time required to perform the applicable 2nd Level Response will not be counted against the included hours of Extended/Premier Support Time.

4. **Errors and Corrections**. "**Reported Error**" means an alleged error or defect in the Software or Documentation. Clinical Architecture will make commercially reasonable efforts to: (a) address each a Reported Error; and (b) provide solutions, changes, and/or corrections to the Software as are reasonably required to: (i) keep the Software conforming in all material respects to the Specifications; and (ii) correct each Reported Error that can be replicated and diagnosed by Clinical Architecture as a material defect in the Software. For a non-reproducible Reported Error, Clinical Architecture will use commercially reasonable efforts to investigate the Reported Error. Buyer will furnish to Clinical Architecture all information and materials requested by Clinical Architecture that are available and reasonably required for use in replicating, diagnosing, and/or correcting a Reported Error.

4.1. Tickets and Support Requests. A Buyer Representatives shall submit a support request ticket (each a "**Ticket**") for each Reported Error via Clinical Architecture's error ticketing system (the "**Ticket System**")

which may be administered by Clinical Architecture's affiliate in the United States. If Buyer has purchased Extended Support or Premier Support, a Buyer Representative may initiate a support request (each a "**Support Request**") via telephone (to the Support number to be provided to Buyer) or email (to the Support email to be provided to Buyer); provided, however, that for a Reported Error of Severity Level 1 or Severity Level 2 (as described in Section 4.2.1 of this Support Addendum), a Support Request made outside Standard Support Hours must be made via telephone (to the support number provided to Buyer) with a duplicate Ticket entered into the Ticket System. Buyer may be required to submit a completed Support checklist to submit a Ticket or Support Request.

4.2. Error Classification. A Buyer Representative will, in good faith, make an initial nonbinding error classification level for each Reported Error based on the criteria set forth in the Classification Criteria table in Section 4.2.1 of this Support Addendum. In the event there is a dispute between the Buyer Representative and Clinical Architecture regarding the classification of a Reported Error which is not resolved within twenty-four (24) Business Hours after the submission of the Ticket or Support Request, such dispute shall be referred to the Client Success Manager and Project Lead for resolution. In the event the Client Success Manager and Project Lead cannot resolve the dispute within twenty-four (24) Business Hours from the referral of the dispute, the dispute shall be further escalated to each party's vice president or similar officer with responsibility over operations related to Buyer's use of the Software. In the event the vice presidents or similar officers cannot resolve the dispute within twenty-four (24) Business Hours from the escalation of the dispute to them, the dispute will ultimately be resolved by Buyer and Clinical Architecture's respective Chief Executive Officers.

4.2.1. Classification Criteria.

(a) Reported Errors for SYMEDICAL shall be classified as follows:

Error Classification Criteria for SYMEDICAL	
Error Classification	**Determination Criteria**
Severity Level 1 (Fatal)	A Reported Error that meets the following criteria: • errors that prevent all useful work from being done • material errors in essential functions for which no workaround exists • errors that cause a loss of data; errors that permit unauthorized access to personal data or any loss thereof • issues affecting the entire system or single critical production function • system down or operating in materially degraded state • potential direct patient care affected • data integrity at risk; and/or material financial impact
Severity Level 2 (Severe Impact)	A Reported Error that meets the following criteria: • errors that disable essential functions but for which a workaround exists • errors that violate material Specifications • primary workflow module failure that materially impairs its performance • data entry or access is materially impaired on a limited basis
Severity Level 3 (Non-Critical)	A Reported Error that disables only nonessential functions identified in the Documentation. System is operating with minor issues that can be circumvented
Severity Level 4 (Minimal Impact)	Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Software. Request for assistance, information, or services that are routine in nature

(b) Reported Errors for PIVOT shall be classified as follows:

Error Classification Criteria for PIVOT	
Error Classification	**Determination Criteria**
Severity Level 1 (Fatal)	Errors that meet the following criteria: • errors that prevent all useful work from being done • material errors in essential functions for which no workaround exists • errors that permit unauthorized access to personal data or any loss thereof • issues affecting the entire system or single critical production function • system down or operating in materially degraded state

Error Classification Criteria for PIVOT	
Error Classification	**Determination Criteria**
	• potential direct patient care affected • material financial impact. ➢ *Example*: PIVOT services are universally offline and cannot be successfully restarted. ➢ *Example*: PIVOT application is not functioning. Restarting the necessary App Pools and Services does not fix the issue.
Severity Level 2 (Severe Impact)	Errors that meet the following criteria: • errors that disable essential functions but for which a workaround exists • errors that violate material Specifications • primary workflow module failure that materially impairs its performance • data entry or access is materially impaired on a limited basis ➢ *Example*: A message that is partially normalized cannot be moved from partially normalized to delivered due to a mapping issue that does not appear within the SYMEDICAL maps. ➢ *Example*: Messages for a stream are not automatically processing but can be manually reprocessed.
Severity Level 3 (Non-Critical)	Errors that disable only nonessential functions identified in the Documentation. System is operating with minor issues that can be circumvented. ➢ *Example*: A report has been misaligned with the current date time stamps and needs to be modified to align with the proper date time. ➢ *Example*: A character limit for a value input is too small for the transmitted data.
Severity Level 4 (Minimal Impact)	Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Software. Request for assistance, information, documentation, or services that are routine in nature. ➢ *Example*: An existing HL7 v2 Stream is sending a field not being captured in the output format. The present iteration of output format has not been configured for capturing this field inbound. ➢ *Example*: New Report Requests. ➢ *Example*: New Documentation Requests.

4.2.2. Response Schedule. Clinical Architecture will exercise commercially reasonable efforts to respond to Tickets and Support Requests in accordance with the appropriate Response Schedule (the "**Response Schedule**"):

(a) *Standard Support*.

Standard Support Response Schedule			
Error Classification	**1st Level Response**	**2nd Level Response**	**3rd Level Response**
Severity Level 1	½ Business Hour	1 Business Day	Next minor release
Severity Level 2	2 Business Hours	3 Business Days	Next minor release
Severity Level 3	2 Business Days	To Be Scheduled	As Appropriate
Severity Level 4	7 Business Days	To Be Scheduled	As Appropriate

(b) *Extended Support*.

Extended Support Response Schedule			
Error Classification	**1st Level Response**	**2nd Level Response**	**3rd Level Response**
Severity Level 1	½ hour	1 Business Day	Next minor release
Severity Level 2	2 hours	3 Business Days	Next minor release
Severity Level 3	2 days	To Be Scheduled	As Appropriate
Severity Level 4	7 days	To Be Scheduled	As Appropriate

(c) *Premier Support*.

Premier Support Response Schedule			
Error Classification	**1st Level Response**	**2nd Level Response**	**3rd Level Response**
Severity Level 1	½ hour	1 day	Next minor release
Severity Level 2	2 hours	3 days	Next minor release
Severity Level 3	2 days	To Be Scheduled	As Appropriate
Severity Level 4	7 days	To Be Scheduled	As Appropriate

4.2.3. Level Identification. In accordance with the applicable Response Schedule, Clinical Architecture will take the following actions in response to the Ticket or Support Request.

(a) *1st Level Response*: Clinical Architecture will acknowledge receipt of the Ticket or Support Request (which acknowledgment may be via the Ticket System).

(b) *2nd Level Response*: Clinical Architecture will endeavour, with the exercise of due diligence, to provide a patch, workaround, temporary fix, or other temporary resolution of the Reported Error and documentation of any workaround, if necessary, and if no such patch, workaround, temporary fix, or other temporary resolution is possible within the 2nd Level Response period set forth in the Response Schedule, then Clinical Architecture will communicate such delay to Buyer and provide a reasonable estimate of the time necessary to complete such patch, workaround, temporary fix, or other temporary resolution.

(c) *3rd Level Response*: Clinical Architecture will provide an official object code fix incorporated in an upgrade or minor release of the Software or a code-based workaround (supported by maintenance) and reflected in the updated Documentation; provided, however, that:

(i) Clinical Architecture will not be obligated to provide object code fixes or code-based workarounds to previous versions of the Software if the Reported Error has been corrected in the current version of the Software; and

(ii) For purposes of providing an object code fix for a Vulnerability (as defined in Section 8.1 of this Support Addendum), the next minor release will be available:

(A) within ninety (90) days from the date of the Support Request or Ticket for a Vulnerability in Clinical Architecture's code; and

(B) within ninety (90) days following the release of replacement code for a third-party software package (*e.g.*, .NET) wherein such Vulnerability has been mitigated.

(d) As used in the Response Schedule, "**To Be Scheduled**" means that Clinical Architecture and Buyer shall address the Reported Error at the next scheduled project review meeting and in good faith agree on a suitable 2nd Level Response period.

(e) As used in the Response Schedule, "**As Appropriate**" means the response agreed to at the project review meetings and/or as determined by Clinical Architecture in the exercise of commercially reasonable discretion within the scope of Clinical Architecture's ongoing development of the Software.

(f) Time spent by Clinical Architecture's personnel for 1st Level Response and/or 2nd Level Response will count against Buyer's Premium Support Time, once the monthly allocation of Premium Support Time has been exceeded, will be billed at Clinical Architecture's then-current rates; provided, however, that the time required to perform the 2nd Level Response for Reported Errors that Clinical Architecture has validated as Severity Level 1 will not be counted against Buyer's Premium Support Time or subject to payment therefor.

(g) Clinical Architecture shall not be obligated to provide a patch, workaround, temporary fix, other temporary resolution, or object code fix within the time periods set forth in the Response Schedule if the Reported Error is caused by:

(i) Buyer's installation of new operating system components, security applications, or other matters beyond Clinical Architecture's control; or

(ii) Changes to third-party software applications (including Buyer's other software applications) with which the Software may be integrated.

5. **Buyer Responsibilities**. A Reported Error must be reproducible in order for the Response Schedule to apply. For a non-reproducible Reported Error, Clinical Architecture will use reasonable efforts to investigate the Reported Error but shall not be bound by the Response Schedule. Buyer agrees that the Buyer Representative will promptly furnish to Clinical Architecture all information and materials requested by Clinical Architecture that are available and reasonably required for use in replicating, diagnosing, and correcting a Reported Error.

6. **On-Site Support**. Clinical Architecture may, at Clinical Architecture's discretion, provide on-site support upon request from Buyer, subject to payment of Service Fees for such on-site support.

7. **Limitations**.

7.1. General Limitations. Clinical Architecture shall not be obligated to provide Support:

(a) for any software other than the Software (*e.g.*, Required Components, Buyer's local software applications);

(b) if the Software has been customized or modified by, or on behalf of, Buyer by any party other than Clinical Architecture unless Buyer has obtained prior written acknowledgment and consent from Clinical Architecture for such modification and inclusion within Clinical Architecture's Support obligations;

(c) for errors in Buyer's hardware, network, or Internet connectivity; or

(d) for versions of the Software more than one (1) major release behind the current major release (*e.g.*, if the current major release is v24.x, Clinical Architecture's Support obligation will not extend to v22.x or earlier).

7.2. Modified Software. Notwithstanding the provisions of Section 7.1(b) of this Support Addendum, error corrections shall be provided for Modified Software in the event that the Reported Error is reproducible in the unmodified version of the Software. In such event, Clinical Architecture shall correct the Reported Error in a version of the Software not subjected to modification and Buyer shall be responsible for the integration of the error correction into the modified version of the Software; provided, however, that the foregoing shall not be deemed to constitute consent by Clinical Architecture to any modification of the Software by Buyer.

7.3. Proprietary Content. Clinical Architecture's obligations under this Support Addendum do not include support related to Proprietary Content (other than Operational Resources) or any other third-party content.

7.4. Custom Code. Custom development (including without limitation, code, queries, events, reports, style sheets, and documentation) performed by Clinical Architecture at the request of Buyer and which is not then incorporated into versions of Clinical Architecture's software generally available to Clinical Architecture's clients, will be supported and revised as may be reasonably necessary for continued functionality for two (2) major releases following the initial release of the custom development.

8. **Vulnerability Scanning and Third-Party Package Deprecation**.

8.1. Security and Vulnerability Scanning. As a part of ongoing software development processes, Clinical Architecture will continue to run industry-standard security and vulnerability scans (each a "**Security Scan**"). Security vulnerabilities (each a "**Vulnerability**") categorized as "severe" (or similar nomenclature or severity rating used in the applicable scanning regimen) will be addressed in the next general release build of the applicable components of the Software. Vulnerabilities identified by a Security Scan will not be deemed *per se* to be a Severity Level 1 error or defect and will be subject to the 3rd Level Response applicable to Severity Level 2 or Severity Level 3, depending on the nature of the Vulnerability and the component of the Software to which such Vulnerability applies, in Clinical Architecture's commercially reasonable discretion.

8.2. Third Party Software Packages. Clinical Architecture will not incorporate third-party software packages (*e.g.*, Microsoft .NET) which have reached the end of their lifecycle or for which support will expire (each a "**Deprecated Package**") within thirty (30) days following the release of the Clinical Architecture software component in which such third-party software package is incorporated (*e.g.*, Clinical Architecture will not incorporated Microsoft .NET 8 (LTS) into any software components after October 10, 2026 because support for such third-party software package is scheduled to end on November 10, 2026).

8.3. Additional Security Scans. Clinical Architecture will not be obligated to perform any Security Scans requested by Buyer (each a "**Custom Scan**") beyond the standard Security Scans routinely performed by Clinical Architecture unless such Custom Scan has been agreed to by Clinical Architecture and specifically identified in Exhibit B (or elsewhere in the Agreement). If Buyer requests that Clinical Architecture perform a Custom Scan after the Contract Date, Clinical Architecture has the right to refuse to perform such Custom Scan or to perform such Custom Scan with the payment of a fee applicable thereto. Clinical Architecture will only have the obligation to correct a Vulnerability identified in a Custom Scan if Clinical Architecture has previously agreed in writing to make such correction or if Clinical Architecture agrees to make such correction with the payment by Buyer of a fee applicable thereto. If Buyer requires Clinical Architecture to prioritize correction of a Vulnerability identified in a Custom Scan, Clinical Architecture may do so pursuant to a Statement of Work which sets forth the fees applicable to such correction work and the time period in which Clinical Architecture has to complete such work.

8.4. Correction of Prior Versions. Clinical Architecture will not be obligated to: (a) update or revise a prior version of the Software, even in the case of a Severity Level 1 or Severity Level 2 error, if such error: (i) has been corrected by Clinical Architecture in a new version of the Software; or (ii) will be corrected in the next general release of the Software (*e.g.*, error is discovered in v22.x but has been corrected in v23.x or will be corrected in v24.1); (b) correct any Vulnerability identified by Buyer in an older version of the Software if such Vulnerability: (i) has been corrected by Clinical Architecture in a new version of the Software; or (ii) will be corrected in the next general release of the Software (*e.g.*, the Vulnerability is discovered in v22.x but has been corrected in v23.x or will be corrected in v24.1); or (c) replace any Deprecated Package in an older version of the Software if such Deprecated Package: (i) has been replaced by Clinical Architecture in a new version of the Software; or (ii) will be replaced in the next general release of the Software (*e.g.*, the Deprecated Package is included in v22.x but has been replaced in v23.x or will be replaced in v24.1).