

## i2i Terms and Conditions

The following terms and conditions apply to the use of **i2i Tracks®**, **i2i Links™**, and **PriZim®**:

### 1. Definitions.

- (a) “Customer” means any entity that enters into a Service Agreement with TruBridge to receive the Service.
- (b) “Customer Provider” means Customer’s employed or contracted medical professionals and staff, including without limitation, any physicians, and other medical service related Customer Providers, including authorized staff and users.
- (c) “Go-Live Date” shall be defined as the date on which the Services identified in the applicable Statement(s) of Work set forth in the exhibits have been implemented, are operating in a live environment, and training has begun.
- (d) “i2i” means i2i Systems, Inc., dba i2i Population Health.
- (e) “i2i Trademarks” means those trademarks, service marks and logos used by i2i in connection with the Service.
- (f) “Licensed User” means the employee, agent, or consultant of Customer, or other health care professional working for Customer, who is authorized to utilize the Service.
- (g) “Patients” shall mean those patients of Customer Providers.
- (h) “Patient Data” means all personally identifiable information and all medical and health information regarding any Patients that may be entered into, generated by, stored in or otherwise processed through the Service, including without limitation, any Personal Health Information as defined by the Health Privacy Laws.
- (i) “Service” means, individually or collectively, the i2i product platform and its suite of software services, including the online Software as a Service (SaaS), modules, applications, or other services, created, developed or distributed by or on behalf of i2i, as set forth in the Service Agreement. The data will be accessible by the Customer for use in accordance with the Agreements.
- (j) “Service Agreement” means the master services agreement, and any addendums and amendments thereto, executed by and between Customer and TruBridge under which Customer will be provided access to the Service. For the avoidance of doubt, it is expressly understood that the Service Agreement will not be exclusive to the provision of access to the Service and these terms and conditions only apply to those portions of the Service Agreement applicable to the provision of the Service.
- (k) “Service Documentation” means the written or electronic documentation, user guides and manuals, training materials and specifications provided by i2i to Customer relating to the Service.
- (l) “Software” means the software underlying the Service and all Updates thereto.
- (m) “TruBridge” means TruBridge, LLC.

### 2. Grant of Right to Use Service.

- (a) i2i grants to Customer a non-exclusive, nontransferable, non-sublicensable limited right for the designated number of Licensed Users set forth in the Service Agreement attached hereto and incorporated by reference to have access to and to use the Service, and a non-exclusive, personal, nontransferable, limited license to use any Software hosted or furnished, as applicable, by i2i for access to or use of the Service, for the purpose of obtaining the Service during the Term, subject to Customer’s full compliance with the terms and conditions set forth in this Agreement.

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(b) Customer agrees it will not: (i) use the Service for time-sharing, rental or service bureau purposes; (ii) make the Service, in whole or in part, available to any other person, entity or business; (iii) copy, reverse engineer, decompile or disassemble the Service, in whole or in part, or otherwise attempt to discover the source code to the Software used in the Service; or (iv) modify the Service or Software or combine the Service with any other software or services not provided or approved by i2i.

(c) Customer agrees it will obtain no rights to the Service except for the limited rights to use the Service expressly granted by this Agreement.

(d) Third-Party Services. Customer acknowledges that, where i2i hosts the Software for the Service, i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for the Services. As a result the Service may include certain underlying third-party software and services, the terms conditions of which underlying agreements are incorporated in this Agreement. i2i may also make available optional services provided by third parties.

### 3. Access to Service.

(a) Permitted Uses. Subject to the terms of this Agreement, i2i authorizes Customer to use the Service for treatment, health care operations and for obtaining payment for treatment, and for other purposes expressly authorized in any Statement of Work executed in accordance with this Agreement; provided that, (i) Customer may access only information pertaining to individuals with whom a declared healthcare relationship exists, or from whom an authorization is received to use their health information; and (ii) Customer may use only the minimum necessary information for payment purposes and all other purposes. Customer agrees that it will not access or use the Services for any other purposes. In particular:

i. Customer will not reproduce, publish, or distribute content in connection with the Service that infringes i2i or any third-party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;

ii. Customer will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;

iii. Customer will not: (1) abuse or misuse the Services, including gaining or attempting to gain unauthorized access, or altering or destroying information except in accordance with this Agreement; (2) using the Services in a manner that interferes with other users' use of the System; (3) or use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Service.

iv. Customer shall never use the Service to advise, diagnose, or otherwise treat Patients.

v. Customer shall not knowingly use the Service to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.

vi. Customer shall not access or use the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service.

(b) Support Information. i2i may provide information that Customer then uses in providing health care services. The information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or as a substitute to professional medical judgment. Information may be placed on i2i's internet site by it and by third parties

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beyond i2i's control. i2i is not responsible for the accuracy or completeness of information available from or through its site. No Customer is permitted to use i2i's site to advise, diagnose, or otherwise treat users of this site. Customer and Customer Providers assume full risk and responsibility for the use of information they obtain from or through this site, and they agree that i2i is not responsible or liable for any claim, loss, or liability arising from the use of the information. i2i does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on this site relating to any such products, items or services is not an endorsement or recommendation of them. Customer agrees to review the definitions, functionality, and limitations of the Service, and to make an independent determination of their suitability for its use. i2i and its suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Service for any purpose.

(c) Terms of Service. Customer shall notify i2i if it learns that any Licensed User, or other third-party (including employees or consultants of Customer) is in violation of the terms of this Agreement. Customer will take such actions as may be reasonably required to protect i2i's interest and ownership in and to the Service and to stop any unauthorized access, including, if necessary, termination of the Licensed User's use of and access to the Service.

#### 4. i2i Responsibilities.

(a) Provision of the Service. i2i shall be solely responsible for the development and provision of the Service to Customer.

(b) Training Support. i2i agrees to provide Customer with reasonable support and training to permit Customer to effectively utilize the Service.

##### i. Implementation Training and Support:

(1) Data Validation Services: Remote support used to assess Customer's Data. This data validation will ascertain Customer's data reporting needs and identify gaps in data capture or i2i availability.

(2) Training Services: i2i will design and facilitate a client centric training program based on mutually agreed upon participants and goals for utilization. The training program will include an interactive on-line training module designed to provide comprehensive instruction on how to most effectively leverage the i2iTracks application.

ii. Ongoing Training and Support: Additional Training, Support and Consulting services requested by Customer shall be made available in the Statement of Work.

(c) Development of Service. i2i will develop all capabilities for the Service for which Customer contracts to receive, as set forth in this Agreement and any Statement of Work.

(d) i2i will provide and maintain an escalation path for issue resolution with the Service.

(e) i2i will provide integration development in coordination with Customer's technology team to design, develop, and implement an agreed upon roadmap with timelines for integration of the Service.

(f) i2i will provide a designated account manager as a liaison for Customer.

(g) i2i will provide client support services to Customer Providers for setup, user account creation and usage, data mapping, as well as other support reasonably requested by Customer Providers for the Service.

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### 5. Customer Responsibilities.

(a) Integration Support. Customer agrees to provide appropriate technology integration support, including dedicated team members, to ensure a successful launch of the Service.

(b) Customer will provide Tier 1 support for each Customer authorized, meaning each User License sold up to and including each Customer's initial setup.

(c) Customer agrees to comply with the terms, provisions, and conditions of each Statement of Work that is executed by the Parties.

(d) Customer shall be responsible for facilitating communication regarding the interfaces between third-party vendors and i2i when needed.

(e) Customer shall be obligated to know prior to the Effective Date any third-party vendor cost for Customer's EHR and shall have verified in writing with such third-party vendor that it is capable and willing to execute such interfaces as defined in i2i interface specifications if needed.

(f) Customer shall promptly respond to all implementation-related requests by i2i, timelines or project milestones during the implementation process. Customer expressly agrees that any failure to respond to one or more implementation-related requests, timelines or project milestones by i2i during the implementation process for a period of thirty (30) days or more shall be deemed to constitute a material breach of this Agreement.

### 6. Ownership.

(a) i2i shall retain all right, title, and interest to all maintenance releases, Updates and Workarounds, which will be provided to Customer for its internal use in accordance with the terms of the i2i Service Agreement.

### 7. Intellectual Property Terms.

(a) i2i Service. i2i shall retain all intellectual property rights in and to all of the Service, including without limitation, the Software. Customer shall not modify, create derivative works of, display distribute or reproduce the Service or the Software other than as permitted herein and shall not reverse engineer, decompile or disassemble the Service or Software or otherwise attempt to access or discover the source code for the Service or Software. All rights in and to the Service and Software not expressly granted herein are reserved by i2i. Customer shall not remove i2i's trademarks for i2i products and services of IP provided pursuant to this Agreement.

(b) i2i Trademarks. i2i hereby grants to Customer a non-exclusive, limited license and right to use the i2i Trademarks during the term of this Agreement solely in connection with the Service and associated Service Documentation. All use of the i2i Trademarks by Customer shall inure to the benefit of i2i.

### 8. Warranties, Warranty Exclusions.

(a) Services Warranty. i2i warrants to Customer that the Service hereunder will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices and the Service Level Agreement attached hereto as Exhibit B.

(b) WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESSED WARRANTIES STATED IN THIS AGREEMENT, THE PARTIES MAKE NO FURTHER WARRANTIES OR REPRESENTATIONS AND HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING THE SERVICE AND THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. i2i SYSTEMS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER.