



AIM™ – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the Order Form, any Addenda, Schedules, Exhibits and/or Attachments hereto are collectively referred to as the "**Agreement**" between Sonora Quest, LLC ("**SQL**") and Customer. There shall be no force or effect to any terms of any related proposals, purchase orders or other documents. In the event of a conflict between these General Terms and Conditions and the Order Form, the Order Form shall govern. Capitalized terms shall have the meaning set forth in the Order Form.

I. General Terms

1. **Term and Termination:**

1.1. **Term:**

This Agreement becomes effective on the Effective Date of the Order Form entered into between the parties and will continue for the term of the Order Form. Every additional User seat or other feature purchased by Customer during the term will be subject to the terms of this Agreement and shall have the same expiration date, unless as otherwise mutually agreed to by the parties in writing. Thereafter the Agreement will automatically renew for consecutive terms as set forth on the Order Form until terminated unless either party provided notice of non-renewal at least 30 days from the date of renewal.

1.2. **Termination for Default:**

The Agreement may be terminated by written notice for breach by the non-breaching party, including if such party reasonably believes this Agreement is in violation of any Applicable Law, rule or regulation, if the party breaching a material term of the Agreement or violating such Applicable Law, rule or regulation, fails to cure such breach within 30 days following written notice from the non-breaching party specifying in reasonable detail the nature of such breach.

1.2.1. **Effect of Termination or Expiration:**

Upon any termination or expiration of this Agreement, SQL will terminate the Customer's (and its Users') access to the AIM Platform. All of the other terms and conditions contained in this Agreement shall continue to apply to Customer with respect to Data previously viewed and/or stored by Customer or its Users.

2. **License; Customer Responsibilities:**

2.1. **License:**

Subject to the terms and conditions of this Agreement, SQL grants Customer a nonexclusive, non-transferable, revocable license for Customer to access and use the AIM Platform during the Term solely for the internal business purposes of Customer. For the avoidance of doubt, this Agreement only applies to the existing Customers pursuant to the Order Form and shall not apply to any material acquisitions, acquired businesses or acquirors of Customers or its assets (except as expressly permitted under this Agreement). Any extension of this license grant to acquired businesses or assets of Customer shall be on terms and conditions (including pricing) mutually agreed upon by the parties.

2.2. **Customer Requirements:**

Except as otherwise provided in the Order Form, Customer must provide, at its own expense, the facilities, computers and devices, network, and other equipment required for use of the AIM Platform. Customer must, also obtain any consents, authorizations and approvals necessary to enable SQL to access such facilities, network, and equipment to perform its obligations for Customer under this Agreement. Moreover, Customer is responsible for obtaining, and keeping updated, any third-party materials that may be required to operate and/or use the features and functionality of the AIM Platform, including but not limited to data and database access.

2.3. **Customer Restrictions:**

Customer agrees to not: (i) rent, lease, sublicense, time-share, or otherwise distribute the AIM Platform for resale, or to host applications to provide service bureau, time-sharing, or other services to third parties other than any entity or User that is part of Customer, or otherwise make available the AIM Platform to any third parties other than any entity or User that is part of Customer, (ii) reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the AIM Platform, (iii) permit any User or other person to access or use the AIM Platform using another User's ID, login or password or otherwise make an User's ID, login or password available to any third party; (iv) bypass any privacy and/or security measures SQL may use to prevent or restrict access to the AIM Platform (or other accounts, computer systems or networks connected to the AIM Platform), (v) remove any intellectual property, confidentiality or proprietary notices of SQL and/or any third party which appear in any form on the AIM Platform or otherwise in any SQL collateral or materials however reproduced, and (vi) allow the AIM Platform and all parts thereof to be subject to unauthorized copying, modification, or disclosure by its Users and other third parties.

2.4. **Diagnosis and Treatment:**

The AIM Platform is an analytical tool designed to utilize near real-time and historical laboratory data to aggregate information to customers in order to assist identification of certain risks in patient populations. The AIM Platform does not make clinical, medical, or other professional decisions, and are not substitutes for Customer's personnel applying professional judgment and analysis. Customer is solely responsible for: (i) verifying the accuracy of all information and reports provided by Customer and utilized for the AIM Platform; (ii) obtaining necessary consents for use and disclosure of patient information; (iii) determining data necessary for decision-making by Customer and its personnel; (iv) making all diagnoses and treatments and determining compliance, and complying, with all Applicable Laws and licensing requirements for the operation of Customer's business; and (v) assuring its providers have the necessary professional licenses and are properly credentialed pursuant to Applicable Laws (as defined below) to perform their services.



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3. Fees; Payments:

3.1. Invoices; Payments:

If Customer requests additional AIM services, Sonora Quest may provide such services through mutual written agreement. All invoices will be sent via email to the Primary Contact on the Order Form. All invoices sent out by SQL must be paid by the due date listed on each invoice or statement (typically 30 days from receipt of such invoice). All invoices not paid by the due date on Customer's invoice are considered late. The fees shall only be changed through a written amendment to this Agreement. Notwithstanding the above, SQL shall have the right to reasonably increase the fees should SQL develop subsequent versions of the AIM Platform or the AIM Dashboards.

3.2. No Referral:

This Agreement is limited solely to SQL's contractual arrangement with Customer to provide the Services in accordance with the terms of this Agreement. The parties expressly agree that the payments due SQL under this Agreement are not payments for the referral of patients to or from either party and that there is no intent, agreement, understanding or requirement pursuant to which either party or any affiliated person or entity has any obligation to admit, refer or recommend patients to the other party. In addition, the amounts of any payments are not in any way conditional upon or related to the amount, if any, of patient referrals. Customer warrants that any patient referrals made by Customer shall be made based on its independent medical judgment and only with regard to the best interest of the patient.

3.3. Late Fees; Failure to Pay:

It is Customer's responsibility to contact SQL prior to the due date, for any fee disputes, to make alternative payment arrangements and avoid late fees and account suspension. Late fees will be incurred on the first of the month if Customer's account is more than 15 days past due. Late fees will continue to accrue until all past due balances are paid in full. Late fees will be applied at the rate of 2% of the total outstanding amount due, with a \$50 minimum. If Customer fails to pay any undisputed amount due under this Agreement within 30 days of the date of SQL's notice of Customer's failure to pay, SQL may, in its sole discretion, (i) terminate this Agreement or the applicable Order Form, (ii) suspend or restrict provision of the AIM Platform, (iii) prospectively discontinue any currently provided discount for the affected AIM Platform and related services, or (iv) withdraw any previously granted, non-standard payment terms.

3.4. Taxes:

Prices do not include applicable taxes. SQL will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide any tax-exemption claim to SQL before, or contemporaneously, when, placing an order.

II. Legal and Compliance:

4. Applicable Law:

Each party agrees that, in performance of its respective obligations under this Agreement, it shall comply with all Applicable Laws. As used in this Agreement, "**Applicable Laws**" shall mean any statute, law, ordinance, regulation, requirement, order or rule of the federal government or any federal governmental agency or regulatory body, or any federal governmental or administrative interpretation of any laws, rules or regulations all to the extent applicable to Data or the Services, including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "**Stark Law**"), 42 C.F.R. Part 2, together with the Stark Law, the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "**Federal Anti-kickback Law**") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "**Anti-kickback Laws**") and the Health Insurance Portability and Accountability Act ("**HIPAA**").

5. Confidentiality:

5.1. Definition:

"**Confidential Information**" means, with respect to each party, any business or technical information of or about such party (including, but not limited to a party's respective product plans, designs, costs, product prices and names, customers, finances, marketing plans, software and documentation, business opportunities, personnel, research, or development) that is (i) disclosed in writing and is designated by the disclosing party as "**confidential**" or "**proprietary**" at the time of disclosure or, (ii) orally disclosed, and designated as confidential at the time of the disclosure and is summarized in writing and delivered to the receiving party by the disclosing party within 30 days after such disclosure. Confidential Information also includes the terms of this Agreement. The Confidential Information of SQL shall include the AIM Platform and Data, which includes protected health information ("**PHI**") as defined by HIPAA.

5.2. Exclusions:

Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is already known by the receiving party at the time of disclosure without restrictions on the disclosure of such information; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing party. The receiving party shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials. A breach of these obligations of confidentiality may cause irreparable harm and injury to the non-breaching party. Accordingly, in the event of a material breach or threatened breach, the non-breaching party shall be entitled to seek preliminary and final injunctive relief and any other equitable remedies it may have. Such remedies shall be in addition to, and not in limitation of, any and all other remedies, which such party, may have at law.

5.3. Use and Disclosure Restriction:

Neither party shall use or disclose the other party's Confidential Information except as expressly required or permitted herein. Neither party shall disclose any of such Confidential Information to any of such party's employees, subcontractors, and licensors except as is reasonably required in connection with the exercise of such party's rights and obligations under this Agreement, provided that such employees, subcontractors and licensors are subject to binding use and disclosure restrictions at least as protective as those set forth herein, executed in writing by such employees, subcontractors, or licensors. However, each party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (ii) on a confidential basis to its legal or financial advisors.

6. Data Privacy and Compliance:**6.1. PHI Compliance:**

Customer represents and warrants that, to the extent Customer is a "covered entity": (i) any **PHI** or clinical laboratory data of SQL and Customer's patients which is delivered via the AIM Platform (collectively with PHI, the "**Data**") it requires or receives under this Agreement is solely for its health care operation ("**HCO**") purposes; (ii) it will not use such information other than for its internal HCO purposes; (iii) it is requesting the minimum necessary PHI to accomplish the intended authorized purpose; (iv) it will not disclose PHI to any third party except in accordance with this Agreement. PHI may be shared with federal or state regulatory agencies, with accreditation agencies, or with the advance written consent of the patient or of SQL; and (v) it will report to SQL promptly the discovery of any type of discrepancies, anomalies, or errors detected in the PHI it receives from SQL.

6.2. Rights; Restrictions:

Customer shall not disclose or utilize the Data in any way that violates any patient confidentiality obligations or any Applicable Laws (as defined below). Customer agrees that all Data, including any derivatives resulting from the manipulation or compilation thereof, are Confidential Information of SQL and that nothing herein grants any rights thereto to Customer. Customer agrees it shall not disclose or utilize Data in any way that violates patient or physician confidentiality obligations or any Applicable Laws. Customer will not disclose, publish, lend, sell, lease or otherwise transfer access or possession of the Data, AIM Platform or this Agreement (or any copy of the any portion of the Data, AIM or this Agreement), except to authorized Users, without SQL's written approval. Customer shall not manipulate, aggregate, integrate, compile, merge, reorganize, regenerate, transfer or otherwise use or disclose the Data for any purpose except for healthcare operations. Customer shall not make any alteration to the content of the Data, and Customer shall always display the Data in a mutually agreed upon format with attribution to SQL. Customer shall not engage in the marketing, sale, or other commercialization, whether direct or indirect, of the Data (whether in identified or de-identified format). Customer may provide a patient's Data to its patient. If the Customer provides the Data to other third parties, it shall have provisions in its agreements with such parties that are at least as restrictive as the terms and conditions that apply to Customer pursuant to this Agreement. Without limiting the foregoing, Customer shall not enter into any agreement with a third party that enables the third party to commercialize the Data or use the Data for marketing purposes, and Customer shall include provisions in its agreements with third parties preventing the commercialization or marketing of Data by such third parties.

6.3. Notice of Disclosure Event:

Customer shall notify SQL immediately, but in no event more than 10 days after Customer learns that here has been any use or disclosure of Data that violates the terms of this Agreement. Customer shall reasonably cooperate with SQL in investigating and terminating uses of the Data that violate the terms of this Agreement.

6.4. Analytics:

SQL may de-identify personal data of Customer ("**Customer Data**") in accordance with the "**safe harbor**" requirements of section 164.514(b)(2) of the HIPAA regulations, or in a manner that otherwise meets the requirements of section 164.514 ("**De-identify**"), including Customer Data, before such data is incorporated into any collection of Data from various customers of SQL (an "**Analytics Database**"). De-Identified Data will be aggregated with other de-identified data from a sufficient number of other customers in a manner reasonably designed to prevent SQL or others from using the Analytics Databases to analyze the particular characteristics of Customer's business. Customer grants SQL a non-exclusive, worldwide, paid-up, perpetual and irrevocable right and license to: (i) extract, copy, aggregate, process and create derivative works of Customer Data to derive, or add to, Analytics Databases; (ii) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (iii) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative works. SQL will not individually identify Customer as a source of the De-Identified Data for the Analytics Databases, although SQL may disclose that certain of its customers allow the use of Customer Data for such purposes. In addition, Customer acknowledges and agrees that by virtue of the operation of this Agreement, SQL shall gain access to certain demographic and related data. The Parties hereto agree that such access to, and retention of, said data by SQL, shall not constitute a breach of this Agreement or any Business Associate Agreement executed by the parties hereto.

7. Non-solicitation:

Each party recognizes the expense and time associated with recruiting, hiring, training, and maintaining employees. Each party agrees that, except as consented to by the other party in advance and in writing, it will not during the term of this Agreement or a period of one (1) year thereafter directly or indirectly, solicit to reduce the relationship of the other party's employees to the other party or hire for itself or on behalf of any third party, any of the other party's current employees or who were an employee of the other party within the prior 12 months. Solicitations via any media of general availability, such as newspapers or trade publication advertisements, internet listing or similar solicitations not targeted at specific employees, and to which individuals choose to respond, will not constitute a violation of this Section. Each party agrees that the damages to be incurred by the other party for a violation of this section are difficult to estimate; and accordingly, for any violation of this section by a party or its personnel damages may include costs to recruit and replace such solicited employee.

8. Insurance:

During the term of this Agreement, each party agrees to secure and maintain in force, liability insurance with coverages of reasonably appropriate types and amounts. Each party agrees to produce upon request of the other party certificates of insurance evidencing such coverage.

9. Indemnification:**9.1. Mutual Indemnification:**

Each party shall indemnify and hold harmless the other party and all its employees, officers, directors, and agents for, from and against any and all actions, claims, demands, penalties, liabilities, losses, damages, settlements, and costs (including attorneys' fees) arising, or claimed to be arising, directly or indirectly out of (i) any intentional, negligent or willfully wrong act or omission of the indemnifying party or its employees, agents and Users or to any other entity to which the indemnifying party has provided Data in any form; (ii) any breach of Confidential Information; and (iii) any breach of patient confidentiality or violation of HIPAA. Where both SQL and Customer, including their respective employees, agents or users, participated in the liability causing event, each party will contribute to the common liability a pro rata share based upon its relative degree of fault.

9.2. SQL Indemnification:

SQL shall indemnify and hold harmless Customer and all employees, officers, directors, and agents of Customer for, from and against any and all actions, claims, demands, penalties, liabilities, losses, damages, settlements, and costs (including attorneys' fees) arising, or claimed to be arising, directly or indirectly out of any third party claim or cause of action alleging that the AIM Platform, when used in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; provided, that upon notice to SQL, or upon determination by SQL that the AIM Platform is likely to be claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, then SQL may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the AIM Platform materially as contemplated by this Agreement; (b) modify or replace the AIM Platform, in whole or in part, to seek to make the AIM Platform (as so modified or replaced) non-infringing while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Platform under this Agreement; or (c) by written notice to Customer, terminate the license granted to Customer under this Agreement and require Customer to immediately cease any use of the AIM Platform or any specified part or feature thereof. THIS SQL INDEMNIFICATION PROVISION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SQL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE AIM PLATFORM) INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

10. Survival:

The provisions of this Agreement that by their nature should survive the termination or expiration of this Agreement shall so survive and continue in force and effect in accordance with their terms, including but not limited to Sections 1, 5, 6, 8, 9, 10, 11, 12 and 13.

11. Waiver:

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

12. Severability:

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or any application thereof to any person, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

III. Miscellaneous:**13. Users; Training:****13.1. Users:**

Customer may allow its employees, agents and contractors (the "Users") in the amount set forth in the Order Form to access the AIM Platform. SQL reserves the right to reasonably limit the number of Users. Customer will ensure that all Users are allowed, by Applicable Law to access the Data as defined herein. Each User will be required to authenticate access through Multi Factor Authentication (MFA). The User Account is for use by only one User and may not be shared or transferred. Customer is solely responsible for selecting each User and ensuring all Users comply with the terms of this Agreement. SQL is not responsible for Users' actions in connection with the AIM Platform, and it shall be the responsibility of Customer to develop and enforce Customer's policies, procedures and agreements with Users and ensure accordance with all Applicable Laws. User Accounts expire annually, and each User will need to be re-authenticated by SQL in order to continue access to the AIM Platform. Such re-authorization is subject to the User Account fee set forth in the Order Form. Additional Users may be requested by Customer in writing and are subject to SQL's approval. Customer must notify SQL in writing of any Users that leave Customer's employ or are no longer accessing the AIM platform.

13.2. Training:

SQL will perform the training as set forth in any Order Form. All Users must have their own ID and password to access such materials. All training materials are for Customer's own internal use and are provided solely to assist Customer in learning how to use the AIM Platform. After the Initial Training provided by SQL, Customer will be responsible for providing training on AIM to its Users. Additional training may be purchased at the rates set forth in the Order Form.

14. Third Party Materials:

The AIM Platform utilizes certain software, information, or materials owned or controlled by third parties (“**Third Party Materials**”) which may have terms and conditions that are separate from the terms and conditions set forth in this Agreement. Customer is agreeing to comply with those vendors’ separate terms and conditions, which may be found at <https://www.tableau.com> and <https://www.azure.microsoft.com> and Customer and each User shall abide by such agreements governing the use of the Third Party Materials. Customer acknowledges that Third Party Materials may be (i) delivered by SQL as part of the AIM Platform or (ii) required to utilize the full features and functionality of the AIM Platform. Customer further acknowledges and agrees that any of SQL’s licensors are third party beneficiaries of this Agreement, with the right to enforce the obligations in this Master Agreement directly against Customer.

15. Support and Maintenance:**15.1. Support:**

SQL will provide commercially reasonable support to help Customer Users maintain and use the AIM Platform at least with an availability of 99% over a one-year period, subject to: (i) planned downtime for which SQL shall use commercially reasonable efforts to provide Customer 24 hours’ notice; (ii) Provider-recognized holidays; and (iii) unavailability caused by circumstances beyond SQL’s reasonable control, including, without limitation, acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or internet service provider failures or delays. SQL shall also use commercially reasonable efforts to provide service desk support during SQL’s normal business hours, subject to SQL-recognized holidays, and to perform one full backup of the Data and Customer Data on a weekly basis and six incremental, daily backups per week.

15.2. Reporting of Errors/Complaints:

In the event that Customer receives a complaint from a User regarding the Data or SQL results reports, Customer shall notify SQL, immediately, and provide SQL with a copy of the relevant Data or report.

15.3. Security:

Customer shall ensure that the systems it uses to provide the Services are secure with appropriate physical, administrative and technical safeguards to protect the confidentiality, integrity, and availability of the Data and to ensure compliance with all Applicable Laws. The parties shall cooperate with any required audit of security measures, including of hardware and software components of each party, as may be required for purposes of Applicable Laws, including as may be required by the Department of Health and Human Services (DHHS) security rules.

15.4. Scheduled Maintenance and Upgrade Management:

Scheduled maintenance or releases during which Customer may experience downtime or performance degradation will be performed during off-peak hours (defined as between 1:00 am and 6:00 am on weekdays and 6:00 pm Saturday through 12 pm Sunday, Mountain Standard Time). Notification of scheduled downtime or service impacting maintenance/releases will be provided no less than three business days prior to occurrence, except in emergency situations. Maintenance/Updates that do not cause downtime or degrade service are not subject to off-peak windows.

16. Rights to Data; Ownership of Rights:**16.1. Ownership:**

Title to all intellectual property rights, including but not limited to patent, trademark, copyright, design, and trade secrets right in (and title to all copies of and all media bearing) the current and any future version or release of the AIM Platform, including, but not limited to features requested and or designed mutually with Customer, and the program concepts contained in the AIM Platform is retained by SQL or its applicable third party licensors. For the avoidance of doubt and without limitation, and other than the license granted hereunder, there is no transfer of title or of any proprietary rights or of any intellectual property rights to Customer under this Agreement. Unless specifically stated, in writing, by SQL to the contrary, Customer has no right to use SQL’s name, trademarks, or any goodwill now or hereafter associated therewith, all of which is the sole property of and will inure exclusively to the benefit of SQL. Customer will not knowingly use the AIM Platform in a manner that violates any third-party intellectual property, contractual or other proprietary rights.

16.2. No Modifications:

Unless specifically stated, in writing, by Customer to the contrary, Customer agrees not to modify, create derivative works of, adapt, translate, reverse engineer the AIM Platform, or otherwise decompile, disassemble or attempt to discover the source code or any other non-user facing aspects in the AIM Platform. In the event that software modifications, or customizations, are required to allow interfaces with Customer’s system, Customer agrees that said modifications shall remain the sole property of SQL. Further, said modifications shall not be construed to provide any claim to the underlying software, business rules, analytic rules or source code utilized by the AIM Platform.

16.3. Customer or User Feedback:

For any comments, submissions or other feedback Customer or its Users may provide to SQL, at its sole discretion, concerning the functionality and performance of the AIM Platform, including identification of potential errors and improvements, the parties acknowledge that SQL will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such information as SQL sees fit, without any obligation or restriction of any kind to Customer. There is no obligation for SQL to review feedback, comments or submissions made by Customer, and there is no obligation to keep any such information confidential.



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17. Limited Warranty; Disclaimer:

17.1. Mutual Representations and Warranties:

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement; and (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party which therefore constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

17.2. Additional Customer Warranties:

Customer represents, warrants, and covenants to SQL that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by SQL and used in accordance with this Agreement, the use of the Customer Data does not and will not violate any Applicable Law, including intellectual property rights of any third party.

17.3. Warranty Disclaimer; Limitations:

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10, THE AIM PLATFORM, DATA, AND WORK PRODUCT ARE PROVIDED "AS IS" AND SQL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SQL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SQL MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM OR WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. THE DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY, AND OTHER PROVISIONS STATED HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17.4. Third Party Disclaimer:

SQL REPRESENTS AND WARRANTS THAT THE DATA PROVIDED HEREUNDER ACCURATELY REFLECTS THE DATA THAT RESIDES (OR RESIDED) ON SQL'S LABORATORY AND/OR BILLING SYSTEMS. HOWEVER, PORTIONS OF THE DATA ARE PROVIDED BY THIRD PARTIES (SUCH AS PHYSICIAN OFFICE STAFF AND HEALTH PLAN ELIGIBILITY FILES). ALL SUCH THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS, AND SQL HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY RELATING TO THE COMPLETENESS OR ACCURACY OF DATA PROVIDED HEREUNDER.

18. Governing Law and Costs of Litigation:

This Agreement will be governed by the internal substantive laws of the state of Arizona, without regard to conflict of laws rules or principles. If either party takes legal action to enforce this Agreement, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such action.

19. No Third-Party Beneficiaries:

Except as specifically provided herein, this Agreement shall not create any additional rights or obligations between or among the parties hereto. Further, this Agreement is not intended to benefit any other parties and shall not create any rights or remedies for any other parties (including, without limitation, the Users).

20. Retention and Inspection of Records:

All records related to this arrangement will be kept on file by Customer for a period of four years from the date the record is made or such longer period of time as may be required by applicable law. Upon reasonable prior notice, Customer will give SQL, or its authorized representative, and any relevant regulatory agency the ability to inspect, examine, and audit, during normal business hours, such of Customer's business records as are relevant to this Agreement. The cost of any SQL inspection, examination, and audit will be at the sole expense of SQL.

21. No Federal Exclusion:

Each party represents and warrants to the other that neither it nor any of its employees, directors, officers, equity owners, subcontractors or agents under this Agreement (each, a "Party Representative") is or at any time has been, excluded or precluded from participation, or are otherwise ineligible to participate, in any federally funded health care program (as defined in 42 USC §1320a-7b(f)) or in any other government payment program, and that no such action is pending ("Excluded Party"). If either party becomes an Excluded Party, that party shall immediately notify the other party of any proposed or actual sanction or exclusion from any federally funded health care program. Such notice shall contain reasonably sufficient information to allow the non-excluded party to determine the nature of any sanction. In the event that a Party Representative is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that a Party is in breach of this Section, the other party may terminate this Agreement, which termination shall be effective immediately, whether or not notice is given.

22. Independent Contractor:

Nothing in this Agreement creates an employer-employee relationship, partnership, franchise, joint venture or agency relationship between the parties, and Customer will not represent to any third party that any such relationship exists. SQL has and will retain the right to exercise full control and supervision of the Services, and full control over the employment, direction, compensation, and discharge of all personnel assisting SQL in the performance of the Services. SQL will be solely responsible for the payment of all social



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security, self-employment, federal, state and local income taxes, disability insurance, workers' compensation insurance, fees, licenses, and any other statutory benefits provided to its personnel.

23. Entire Agreement:

This Agreement, including all Exhibits and Attachments hereto, constitutes the complete understanding of the parties regarding the subject matter hereof. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. It may not be amended or modified except by a writing signed by authorized representatives of the parties.

24. Assignment:

Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent. If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement.

25. Limitation of Liability:

IN NO EVENT WILL SQL OR ANY OF ITS LICENSORS, VENDORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR (ii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF SQL AND ITS LICENSORS, VENDORS, SERVICE PROVIDERS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE AMOUNT PAID TO SQL UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

26. Force Majeure:

Neither party will be liable for any delay in performance or any failure in performance caused in whole or in part by reason of force majeure, which will be deemed to include the occurrence of any event beyond the control of the parties, including, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm or act of God.

27. Notice:

All notices required under this Agreement will be in writing and will be deemed delivered (a) when personally delivered, (b) one business day after being sent by overnight delivery service, or (c) three days after being sent by certified mail, postage prepaid, with return receipt requested. All communications to SQL shall be sent to the attention Chief Executive Officer, 424 S. 56th Street, Ste. 100, Phoenix, AZ 85034. All communications to Customer shall be sent to the Primary Contact as set forth on the Order Form. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.