



## MASTER SOFTWARE AND SERVICES AGREEMENT

**SIGNATURE PAGE**

THIS MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **San Mateo Medical Center** ("Client") with offices at **222 39th Avenue, San Mateo, CA 94403** (collectively the "Parties" or individually the "Party") shall be effective as of the date last signed ("Effective Date").

The Parties acknowledge that the agreement listed below, shall be terminated upon the conclusion of **December 6, 2024**, with the exception of any Services being contracted for (but not yet completed and invoiced) under the agreement(s) below which were not added to this Agreement ("Outstanding Services"). Such Outstanding Services under the agreement(s) below shall not be cancelled and shall continue to be completed and invoiced under the agreement(s) they were originally contracted for, and such agreement(s) will be extended to the extent necessary to complete such Outstanding Services. After the completion of any such Outstanding Services, the agreement(s) below shall terminate in their entirety.

DESCRIPTION OF AGREEMENT	DATED	AGREEMENT NUMBER	TERMINATION DATE
Master Software and Services Agreement	December 7, 2023	Q34182-23	December 6, 2024

<b>REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO:</b> Solventum Health Information Systems, Inc. LBX #: 844394 PO Box 844394 Dallas, TX 75284-3398	<b>ACH AND WIRE TRANSFERS TO:</b> JPMorganChase 1 Chase Manhattan Plaza New York NY 10081 Beneficiary A/C Name: <b>Solventum Health Information Systems, Inc.</b> ABA # <b>021000021</b> Account # <b>192825864</b> Swift address: <b>CHASUS33</b> (for International Use)
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<b>WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:</b>	
San Mateo Medical Center 222 39th Avenue San Mateo, CA, 94403  Attention: Chief Operating Officer Email Address: <a href="mailto:smmc_contracting@smcgov.org">smmc_contracting@smcgov.org</a>	Solventum Health Information Systems, Inc. 575 West Murray Boulevard Murray, UT 84123-4611  Attention: Pricing and Contract Director With copy to: Legal

To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

<b>SAN MATEO MEDICAL CENTER</b>  BY: _____ NAME: _____ TITLE: _____ DATE: _____	<b>SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.</b>  BY: NAME: John C. Mathison TITLE: HIS Operations DATE: December 2, 2024
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Please email a purchase order in the amount of **\$208,498.82**, this signed Agreement and applicable Tax-Exempt forms to:  
[hiscontractsubmission@solventum.com](mailto:hiscontractsubmission@solventum.com)

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:	
07/05/24 PL	*****	<b>MB1130</b>	<b>2930414</b>	<b>MB1130-24</b>		
REVISION DATE/BY:	VERSION:				CMR No:	
7/25/2024 PL	1.0.0					

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1. **"Solventum Information"** means all items, information, and data (technical and non-technical and tangible and intangible), provided by Solventum or Solventum Personnel, any Solventum Product, Deliverables or Results of a Solventum Product(s) in connection with this Agreement, and any ideas, input, and feedback provided by Client to Solventum or Solventum Personnel.

1.2. **"Solventum Personnel"** means Solventum's employees, agents, contractors, and subcontractors.

1.3. **"Solventum Product"** means any item listed on a Schedule.

1.4. **"Agreement"** means the General Terms and Conditions, and all exhibits, Appendices, Schedules, SOW's, and other attachments.

1.5. **"Appendix"** means the document so titled, attached to the Agreement and includes terms and conditions unique to a class of Solventum Products.

1.6. **"Authorized Site"** means an entity that meets the requirements of Section 2.2.

1.7. **"Authorized User"** means an Authorized Site's employees and contingent workers (individuals hired by Client through a temporary staffing agency for a period not to exceed twelve months that supplements Client's employee workforce or serves as a temporary replacement of an employee position, and Client is responsible for the training and day-to-day direction of the individual) and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician).

1.8. **"Client Applications"** means Client developed software.

1.9. **"Client Data"** means all information provided by Client to Solventum under this Agreement.

1.10. **"Client Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites.

1.11. **"Client Portal"** means any proprietary secure electronic gateway provided by Solventum to a collection of digital files, Consulting Services, Deliverables, Results, and other information accessible over the internet through a web browser.

1.12. **"Consulting Services"** means services identified on a Schedule attached to the Consulting Services Appendix.

1.13. **"Deliverables"** or **"Results"** means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, methodologies, Software output or other work product that Solventum delivers to Client or may make available to Client through the use of a Solventum Product.

1.14. **"Documents"** means written reference, technical and hardware specifications, and operations and/or user manuals for Solventum Products.

1.15. **"Implementation and Training"** or **"I&T"** means implementation (installation) and training services for a specific Solventum Product.

1.16. **"Interface"** means enabling the communication between a non-Solventum Product and a Solventum Product.

1.17. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including but not limited to registered or unregistered copyrights, trade secrets, patents, patent applications, designs, know-how, registered or unregistered trademarks and service marks, and trade names.

1.18. **"License Start Date"** or **"Go-Live"** means with respect to: (a) Software to be installed on Solventum equipment or by Solventum on Client Equipment - the date on which Solventum has completed all I&T tasks and the respective module(s) of Software are made available to Client for productive use; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation).

1.19. **"Perpetual Software"** means Software identified on a Schedule attached to the Perpetual Software Appendix.

1.20. **"Schedule"** means the document so titled and attached to the respective Appendix, which lists each Solventum Product to be provided, the Authorized Site(s), and the associated fees.

1.21. **"Services"** means Implementation and Training, Support Services, or Consulting Services.

1.22. **“Software”** means any and all (a) Solventum owned computer program(s) with incorporated Third-Party Content, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases, software implementations of algorithms, software tool sets, software models, including SaaS, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, which are licensed under this Agreement and are identified on the applicable Schedule.

1.23. **“Software as a Service”** or **“SaaS”** means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.

1.24. **“Support Services”** means Solventum’s maintenance and support of Solventum Products as further defined in Section 3.1.3.

1.25. **“SOW”** means a statement of work or scope of work document so titled that describes the Solventum Product and sets forth project specific details.

1.26. **“Territory”** means the United States of America, its territories and protectorates.

1.27. **“Third-Party Content”** means all non-Solventum owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by Solventum for use in combination with the Solventum Product.

1.28. **“Update”** means a modification to Software provided by Solventum to each customer licensing the Software without an additional or increased fee.

1.29. **“Use Rights”** means the limited rights to specific Solventum Information granted by Solventum.

## 2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. **Ownership.** Solventum, and its suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the Solventum Information. Client obtains no ownership interest in the Solventum Product or Solventum Information by virtue of providing Solventum with Client Data under this Agreement.

2.2. **Authorized Site.** A facility is an Authorized Site if it is (a) Controlled by Client, and (b) has been added to the applicable Schedule. “Controlled” means Client possessing more than fifty percent (50%) of the voting stock or similar ownership interest. The Controlled requirement may be waived by Solventum on a facility-by-facility basis.

2.2.1. **“Access Site”** means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an “ACCESS” site.

2.2.2. **“Host Site”** means a Third-Party Contractor authorized by Solventum to host the Software on behalf of Client and is identified on the applicable Schedule as a “HOST” site.

2.2.3. **“Install Site”** means the Authorized Site’s physical location where the Software has been installed and which is listed on the applicable Schedule as an “INSTALL” site.

2.3. **Use Rights.** Use Rights to Solventum Information are found in the applicable Appendix and are specific to the Solventum Product(s) added to the applicable Appendices Schedule(s). Any Use Rights not explicitly granted in this Agreement are reserved by Solventum.

2.4. **Restrictions.** Including any additional Restrictions on the applicable Appendices, the Use Rights granted in this Agreement do not permit access or use of Solventum Information in any manner not specifically authorized in this Agreement. Client shall not, and shall not permit Authorized Users to:

- (a) download, attempt to download, or make extra copies of the Solventum Information, provided however, Client may make: (i) one (1) copy of the Software (non SaaS) for archival purposes and such number of backup copies of the Software (non SaaS) and/or Results as are consistent with Client’s normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder;
- (b) sublicense, lease, lend, transfer, redistribute, or permit any third-party to have access to, or the use of, the Solventum Information;

- (c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under the applicable Schedule, including using the Software or Results in a service bureau or any other manner to provide a service or analytics for a third-party;
- (d) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in any Solventum Information;
- (e) create derivative works based upon Solventum Information;
- (f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software, Support Portal (as defined in Section 3.1.3), Client Portal, or the servers or networks which are connected to such;
- (g) remove the Software (non SaaS) from the installation site without Solventum's written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software (non SaaS) to be inoperative, Client may use the Software (non SaaS) on alternate Client Equipment if Client promptly notifies Solventum in writing of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and certify in writing to Solventum such deletion is complete);
- (h) modify or otherwise alter the Solventum Information;
- (i) remove the trademarks, trade names or any notice of Solventum or Solventum's suppliers from any Solventum information;
- (j) use, allow access to, or distribute Results or Deliverables that is not permitted in the applicable Appendix;
- (k) create or offer a "wrapper," which is software that hides the underlying Software or Client Portal by any means;
- (l) use or access any Solventum Information for benchmarking, consulting, or data analytics.

**2.5. Third-Party Access to or Use of Solventum Information.** Client is prohibited from providing or allowing a third-party to view, use, execute, or display Solventum Information, or create and/or maintain an Interface using Solventum Information, unless the third-party has executed a Solventum prepared confidentiality agreement and is listed as a limited license Authorized Site on the applicable Schedule.

**2.6. Suspension.** Solventum may temporarily suspend portions of its performance in the event (a) of a denial of service attack or other attack on the Software; (b) Solventum determines there is a reasonable likelihood of risk to Solventum, Solventum Products, or Solventum customers if performance is not suspended; (c) Solventum determines it is prudent to do so for legal or regulatory reasons; or (d) Client is in breach of the Agreement, subject to the cure period set forth in Section 8.2 (with the exception of a breach of Solventum intellectual property, for which no cure period shall apply). Solventum shall endeavor to provide Client notice of any suspension under this section. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition. If a suspension occurs as a result of items (a)-(c) above which last more than five (5) consecutive days, if Client submits a written request for a credit within thirty (30) days of the end of such suspension, Solventum will provide a pro-rated credit for the term of the suspension for the suspended Solventum Products, to be applied on a future invoice.

**2.7. Verification.** Upon thirty (30) day notice, and no more than once every twelve (12) months, during Client's regular business hours, Client shall allow Solventum, or a third-party designated by Solventum, to inspect and audit applicable books and records to verify Client's compliance with its obligations under this Agreement. In addition to other available remedies, the cost of any audit conducted by a third-party shall be paid for by Client if the audit reveals a violation of Solventum's Intellectual Property Rights, or unauthorized release or use of Solventum Information. Consistent with Solventum's efforts to ensure its business operations are conducted in compliance with applicable laws, Solventum's audit rights of Section 9.12 Compliance with Laws, shall apply during the Term, and will survive three years thereafter.

**2.8. Third-Party Content.** Client agrees to comply with Exhibit B (Third-Party Content Terms and Conditions) which contain flow-down provisions for Third-Party Content that may be incorporated in Solventum Products and are contractually required by the Third-Party Content providers. Solventum may by written notice, modify the contents of Exhibit B, that do not result in Client incurring additional fees, as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B.

**2.9. Use of Client Data.** When Client Data is uploaded, submitted, stored, or otherwise sent to Solventum through or in connection with a Solventum Product, Client gives Solventum the right to use, aggregate, and modify Client Data; to develop, enhance, deliver, and support the Solventum Product(s) and their underlying technologies, in compliance with the terms of the Business Associate Agreement between the Parties. This right is subject to all applicable laws restricting the use of the applicable types of Client Data.

### 3. ADDITIONAL OBLIGATIONS

#### 3.1. Solventum's Obligations.

**3.1.1. Security.** Solventum is responsible for the security of, access to, and use of Client Data, and the security of any Solventum Product that is installed or stored on Solventum equipment.

**3.1.2. Implementation and Training.** When I&T for a module of Software is added to a Schedule, Solventum will contact Client and establish a mutually agreed upon I&T plan. Solventum agrees to reasonably cooperate with Client including, but not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary personnel, equipment (if any is required by be provided by Solventum), and technical resources contemplated and required.

**3.1.3. Support.** Support Services shall be provided as set forth on Solventum's website <https://support.Solventumhis.com> as updated from time to time ("Support Portal"). Updates and the notifications of Updates for Software installed on Client Equipment, as well as updates to Documents are provided through the Support Portal. Updates to Software installed on Solventum equipment are performed by Solventum. Support Services do not apply if Client: (a) is in breach of the Agreement; (b) fails to place a Support Service request as set forth in the Support Portal; (c) fails to provide Solventum reasonable access to Client's Equipment, data, and qualified Client personnel; and (d) has not installed the most recent Software Update.

**3.1.4. Access to Books and Records and Subcontracts with Related Organizations.** To the extent required by applicable law, upon written request of the Secretary of Health and Human Services, the Comptroller General, and County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Contractor shall make such necessary contracts, books, documents, and records available for up to four (4) years after the rendering of the applicable services. To the extent required by applicable law, if Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

## **3.2. Client Obligations.**

**3.2.1. General.** Client is responsible for: (a) ensuring Authorized Sites and Authorized Users adhere to the requirements of the Agreement; (b) its business decisions and any medical care it provides; (c) accuracy of Client Data, (d) verifying the accuracy of the Results of the Solventum Product(s), (e) any Interfaces not created by Solventum, (e) the acquisition and maintenance of Client Equipment and any non-Solventum software; (f) installing Updates on Client Equipment, and testing and running a commercially reasonable software security scan on all Updates before releasing the Update into its production environment; (g) performing routine backups (e.g., incremental backups performed daily, and full backups performed weekly) of its data and providing Solventum with only copies of Client's original data set; (h) provide a list of Client Applications upon request; (i) reasonably cooperating with requests made by Solventum; (j) delays or deficiencies caused by special requests made by Client or a government authority (authorized to regulate or supervise Client); and (k) installing all Software for which it has not added I&T to the applicable Schedule. Reasonable cooperation entails but is not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary access, data, personnel, facilities, equipment, and technical resources contemplated and required.

**3.2.2. Security.** Client is responsible for: (a) security of, access to, and use of Solventum Information; and (b) within fifteen (15) calendar days of discovery, notifying Solventum of unauthorized use, disclosure of, or access to Solventum Information.

## **4. CONFIDENTIAL INFORMATION**

**4.1. Protected Health Information.** The Parties will comply with the applicable provisions of HIPAA and the HITECH Act, and when exchange of protected health information ("PHI") is reasonably anticipated, will enter into a business associate agreement that will be the controlling document as it relates to use, disclosure, confidentiality, and notifications relating to PHI. Unless explicitly contracted for otherwise, PHI delivered to Solventum does not constitute a "designated record set" as defined under 45 CFR § 164.501.

**4.2. Confidential Information.** For the purposes of this Agreement, except for information subject to Cal. Gov. Code § 7928.801 and for which there is not an exemption under federal or state law, "Confidential Information" means any business, technical, or personnel information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or is later summarized in writing by the Disclosing Party to the Receiving Party; or (c) if not so identified or marked as stated previously, information that would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed. At all times, this Agreement, Solventum Information, and pricing information are Confidential Information.

**4.3. Confidential Treatment.** Each Party will: (a) keep the Disclosing Party's Confidential Information confidential; (b) use the Disclosing Party's Confidential Information only as authorized or necessary to perform its obligations under this Agreement; and (c) protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use of Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. Solventum's privacy standards for confidentiality of contact information of Client personnel (i.e. Personal Information) are found in the Solventum Global Privacy policy. Neither Party acquires rights to the other Party's Confidential Information, and a Receiving Party shall hold harmless the Disclosing Party and its personnel, from any unauthorized use or disclosure by the Receiving Party, or its suppliers, of the Disclosing Party's Confidential Information.

**4.4. Disclosures Required by Law.** The Receiving Party may release Confidential Information as required to comply with applicable law, regulation, valid court order, or other binding requirement of a competent governmental authority, provided that in any such case, where permitted by applicable law: (a) the Receiving Party will promptly notify the Disclosing Party in writing of any such requirement (and in any event, prior to disclosure of Confidential Information); (b) the Receiving Party provides all reasonable assistance to the Disclosing Party in any attempt by the Disclosing Party to limit or prevent the disclosure of Confidential Information; and (c) the Receiving Party agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and, in consultation with the Disclosing Party, to use all reasonable efforts to ensure, to the extent possible, that the information is maintained in confidence by the party to whom it is furnished.

**4.5. Exceptions.** A Party's Confidential Information does not include information that: (a) is made available to the public by the Disclosing Party; (b) was known to the Receiving Party without an obligation of confidentiality prior to its receipt from the Disclosing Party as evidenced by the Receiving Party's written records; (c) is received by the Receiving Party from a third-party who is not subject to an obligation of confidentiality and without breach of any agreement or violation of law to the Disclosing Party and without breach of any agreement or violation of law; or (d) is independently developed by the Receiving Party without reference to Confidential Information received hereunder. The Parties agree that the existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain. A Party's information that would otherwise be Confidential Information, but for a breach of an agreement or violation of law, shall remain the Disclosing Party's Confidential Information.

## 5. WARRANTIES; INDEMNIFICATION

### 5.1. Solventum Warranties and Indemnification.

**5.1.1. Debarment/Exclusion from Participation Warranty.** Solventum warrants to Client that upon the Effective Date, neither it nor any of its officers, directors, or employees performing Solventum's obligations under the Agreement (collectively "Solventum Participant") is excluded from participation in any applicable Federal or State health benefits program. Upon discovery that a Solventum Participant is excluded, Solventum will immediately remove the Solventum Participant from involvement with this Agreement. REMOVAL OF A SOLVENTUM PARTICIPANT FOR EXCLUSION IS CLIENT'S SOLE REMEDY, UNLESS SOLVENTUM ITSELF IS THE EXCLUDED PARTICIPANT, IN WHICH CASE CLIENT'S REMEDY IS TERMINATION OF THE AGREEMENT AND A PRORATED CREDIT OF PREPAID FEES.

**5.1.2. Software Performance Warranty.** Software shall perform in substantial accordance with the Documents; however, Solventum does not represent or warrant the operation of the Software will be uninterrupted, error-free, or that immaterial non-conformance between the Software and Documents can be corrected. Upon receipt of written notice from Client that Software fails to meet this warranty, Solventum shall provide Support Services in accordance with the terms of the Agreement. IF SOLVENTUM IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE SOLVENTUM PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

**5.1.3. Services Warranty.** Solventum warrants to Client that Services will be performed in a workman-like manner, using generally recognized commercial practices and standards. Provided Solventum receives written notice of breach of this warranty from Client within thirty (30) days after the Service was performed, CLIENT'S REMEDY IS, AT SOLVENTUM'S OPTION TO EITHER: (A) REPERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY; OR (B) REFUND TO CLIENT ANY AMOUNTS PAID FOR THE SERVICES THAT FAIL TO MEET THIS WARRANTY AND TERMINATE THE SERVICES GIVING RISE TO THE CLAIM WITHOUT FURTHER OBLIGATION ON THE PART OF EITHER PARTY.

**5.1.4. Hardware Warranty.** Any warranty for Hardware is provided by the manufacturer of the Hardware. "Hardware" means tools, machinery, and other tangible equipment.

**5.1.5. Disabling Code Warranty.** Solventum warrants to Client that after using reasonable, industry-standard, up-to-date anti-virus technology, the Solventum Product does not contain viruses, worms, trojan horses, spyware, ransomware, trap doors, time bombs, or other similar devices and techniques. Nothing prevents the inclusion of technical protection measures in the Solventum Product for purposes of preventing unauthorized use, are not considered Disabling Code. IF SOLVENTUM IS UNABLE TO REMEDY A BREACH OF THIS

WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE Solventum PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

**5.1.6. Solventum Indemnification.** Solventum shall indemnify, defend and hold Client harmless from any liability for any damages, cost or expense actually and finally awarded against Client, or any settlement made by Solventum, that is caused by or resulting from any third-party claim, action, suit or proceeding that a specific Solventum Product licensed under this Agreement infringes or misappropriates such third-party's U.S. patent, trademark, copyright or trade secret ("Infringement Claim"). Client shall give Solventum prompt notice of any Infringement Claim and provide Solventum with a copy of any pleadings or claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of Solventum. Client shall reasonably cooperate with Solventum in Solventum's defense and settlement of an Infringement Claim. In the event that use of the Solventum Product is enjoined or, in Solventum's opinion, likely to be enjoined, Solventum will, at its option and expense, either: (a) procure for itself, or Client, as applicable, the right to continue using the relevant Solventum Product; (b) replace or modify the same so that the relevant Solventum Product is comparable and non-infringing, or (c) terminate the alleged infringing Solventum Product, require Client to cease all further access to and use of the relevant Solventum Product and in such case, Solventum will provide Client pro-rated credit of prepaid fees, except with respect to Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the license fee. Solventum shall have no obligation or liability under this Section in the event any Infringement Claim results solely from licensure of the Solventum Product in combination with any item not furnished by Solventum such liability would not have occurred from the licensure of the Solventum Product itself. THIS SECTION STATES CLIENT'S REMEDY FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.

## **5.2. Client Warranties and Indemnifications.**

**5.2.1. Client Data Use.** Client represents and warrants that Client has all rights and permissions necessary to grant Solventum the use rights set forth in Section 2.9, Use of Client Data.

**5.2.2. Client Indemnification.** To the extent permitted by law, Client shall indemnify, defend and hold Solventum harmless from any liability for any damages, cost or expense actually and finally awarded against Solventum, or any settlement made by Client, that is caused by or resulting from any third-party claim, action, suit or proceeding related to any of Client's obligations or responsibilities in Section 5.2.1 and 3.2.

## **5.3. Exclusions**

**5.3.1. Warranty Exclusions.** THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE SOLVENTUM PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY SOLVENTUM FOR USE WITH THE SOLVENTUM PRODUCT; (B) ANYONE OTHER THAN SOLVENTUM OR SOLVENTUM PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE SOLVENTUM PRODUCT OR ANY PART THEREOF IN ANY MANNER, EXCEPT FOR THOSE ELEMENTS OF THE SOLVENTUM PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) THE SOLVENTUM PRODUCT IS USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE SOLVENTUM PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY SOLVENTUM; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY SOLVENTUM IN WRITING; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY SOLVENTUM OR SOLVENTUM PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE SOLVENTUM PRODUCT; (G) THE NON-CONFORMANCE OF THE SOLVENTUM PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE SOLVENTUM PRODUCT ITSELF, OR BY SOLVENTUM OR SOLVENTUM'S PERSONNEL; OR (H) MODIFICATIONS TO THE SOLVENTUM PRODUCT MADE BY SOLVENTUM AT CLIENT'S REQUEST UNLESS SOLVENTUM HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

**5.3.2. Third-Party Content.** IF SOLVENTUM RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

**5.3.3. Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 5, SOLVENTUM AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

## **6. LIMITATIONS OF LIABILITY**

6.1. **RESTORATION OF CLIENT DATA.** ALL CLIENT DATA SENT TO SOLVENTUM IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. IF CLIENT DATA IS LOST DUE TO SOLVENTUM'S NEGLIGENT ACT OR OMISSION, OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR SOLVENTUM TO USE COMMERCIALY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP.

6.2. **EXCLUDED DAMAGES.** NEITHER CLIENT, NOR SOLVENTUM AND ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF SOLVENTUM OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO SOLVENTUM ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. SOLVENTUM AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE SOLVENTUM PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

6.3. **MAXIMUM LIABILITY.** SOLVENTUM'S AND ITS SUPPLIERS' MAXIMUM CUMULATIVE ANNUAL LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO TWO (2) TIMES THE FEES PAID TO SOLVENTUM FOR THE SOLVENTUM PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE. ALL OTHER LIABILITIES NOT SPECIFICALLY LINKED TO A SOLVENTUM PRODUCT IS LIMITED TO THE FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. SOLVENTUM AND ITS SUPPLIERS' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). THIS SECTION DOES NOT APPLY TO ANY NONINFRINGEMENT INDEMNIFICATION OBLIGATIONS OR BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.

## 7. FEES; AND INVOICING

7.1. **Payment of Fees.** All fees and other charges are payable in U.S. dollars, are due thirty (30) days after the date of the invoice ("Payment Period"). During the Payment Period, Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that, within the Payment Period, Client: (a) gives Solventum a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoiced item shall be deemed undisputed), and (b) pays all undisputed amounts in full. All delinquent fees are subject to a late payment charge at a rate up to one percent (1%) per month calculated daily.

7.2. **Late Payment: Suspension.** If Client becomes thirty (30) days past due on any undisputed fees, upon written notice to Client, Solventum may suspend its obligations under the Agreement until such past due charges are brought current.

7.3. **Delays and Additional Expenses.** If Client delays or postpones a scheduled event with less than seven (7) day notice, Client shall pay to Solventum all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event, and a rescheduling fee calculated to represent one (1) day's fees for the canceled event. If business travel and miscellaneous expense are not included in the quoted fees, they will be billed to Client without mark-up, and will be incurred in accordance with Solventum policies. If the delivery of a scheduled event, Services, or Consulting Services is delayed at Client's request, the entire schedule may be extended at Solventum's discretion, it being understood that any such extension may exceed the delay requested by Client.

7.4. **Taxes.** Quoted fees do not include applicable taxes, duties, or amounts levied in place of taxes (collectively "Taxes"). Solventum will invoice Client all applicable Taxes unless Client provides Solventum a tax-exempt form. Client is not responsible for paying Solventum's personal property taxes on the Solventum Products nor taxes based on Solventum's net income.

## 8. TERM AND TERMINATION

8.1. **Term of the Agreement.** The Agreement begins on the Effective Date and ends upon the termination of the last Schedule.

8.2. **Termination for Cause.** Either Party may terminate the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice describing the breach; (b) the other Party becomes insolvent; or (c) either Party ceases to conduct business relevant hereunder. In the event Client terminates a Solventum Product due to a material breach of a performance warranty by Solventum, Client's remedy is for Solventum to a refund to Client (i) for Perpetual Software, the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, (ii) for Software other than Perpetual Software, the unused portion of the current year's pre-paid fee for the Software, or (iii) for Services, the actual fees paid to Solventum for the Service not yet performed.

8.3. **Obligations upon Termination.** Upon termination of this Agreement or a Use Right for a specific Solventum Product, each Party shall immediately cease use of the other Party's Confidential Information as it relates to the Use Right that was terminated, or all Confidential Information



if the entire Agreement has terminated. Within fifteen (15) days of termination, Client shall: (a) certify that the relevant Software has been de-installed, or if the applicable Software requires Solventum to assist in the de-installation have scheduled with Solventum a date acceptable to Solventum for Solventum to de-install the Software; and (b) returned or destroyed all applicable Documents. Within ninety (90) days of the termination of the Agreement, the Parties will have destroyed all the other Party's Confidential Information, or Confidential Information related to the Use Right terminated, except those copies necessary to comply with legal obligations and items for which a perpetual license has been issued. IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, CLIENT IS IN BREACH OF SOLVENTUM INTELLECTUAL PROPERTY RIGHTS, AND SOLVENTUM MAY ELECT TO EITHER: (I) DEEM SOLVENTUM PRODUCT(S) TO BE IN USE BY CLIENT AND CONTINUE TO INVOICE FOR THE FULL LIST PRICE AND THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; OR (II) SEEK ALL REMEDIES AT LAW TO ENSURE CLIENT HAS DE-INSTALLED THE SOFTWARE AND DESTROYED THE DOCUMENTS.

**8.4. Divestiture of Authorized Sites.** In the event an Authorized Site is divested, subject to Solventum's right of approval, the Parties shall honor the Transition Period. "Transition Period" means a period of time the divested site is to remain an Authorized Site on this Agreement, which shall end the earlier of the date the divested site (a) has an active license for the relevant Solventum Products under another agreement with Solventum, (b) six (6) months following the date of divestiture, or (c) the divested site's notice to Solventum it wishes to terminate all Solventum Products under this Agreement. Upon conclusion of the Transition Period, the Use Rights for the divested site will terminate, and Solventum will issue a prorated refund to Client applicable prepaid and unused fees.

**8.5. Transition Assistance.** Solventum may provide transition assistance which, when provided, shall be specifically contracted for under this Agreement.

## 9. GENERAL PROVISIONS

**9.1. Entire Agreement.** This Agreement represents the final, complete, exclusive and fully integrated agreement between the Parties with respect to its subject matter and supersedes any understanding, discussions, negotiations, representation or warranty of any kind made prior to or simultaneous with the execution of this Agreement, and no ancillary agreement or obligations are binding on Solventum or Solventum Personnel unless added to this Agreement by amendment. Terms or conditions found on a purchase order(s) or any other Client prepared document are specifically rejected and do not form any part of this Agreement. A failure or delay in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any existing or future right or remedy.

**9.2. Amendments.** Any changes to the Agreement must be done through a Solventum prepared amendment executed by both Parties, or Solventum may, at its option, acknowledge and accept a written request from Client for changes, by returning to Client a numbered amendment letter prepared and signed by Solventum (having the same effect as a fully executed amendment).

**9.3. Interpretation, Priority.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, the more specific parts of the Agreement prevail over more general; as such, any conflict shall be resolved in the following order of priority unless specifically stated otherwise (the more specific and controlling document listed first): Schedule, Appendix, Exhibit, and the Agreement's General Terms and Conditions.

**9.4. Assignment.** Client shall not assign or otherwise transfer this Agreement, including but not limited to, an acquisition or change of control of Client (e.g. merger, sale, voting membership) without Solventum's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void.

**9.5. Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

**9.6. Announcements; Trade Name.** Neither Party may use the other Party's trade name or logo or issue an announcement concerning this Agreement to the trade press or industry consultants without prior written consent.

**9.7. Notices.** All required legal notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, overnight carrier, or to a designated email address. Any change of address or representative shall be promptly communicated in writing to the other Party. All other correspondence can be addressed to the parties' representatives listed on Exhibit D. If Exhibit D is not completed or the designated Party's representative is not reachable, such notices may be delivered to the address on the cover page of the Agreement. Both Parties may also utilize email as acceptable written notice to the other Party except a notice of breach of contract must be sent via the methods described above.

**9.8. Governing Law.** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of California, without giving effect to the conflicts of laws doctrines of any state.

9.9. **Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively, "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. Prior to any litigation, the parties agree that "C-Level" executive from each Party will discuss with one another to seek a resolution ("C-Level Meeting"), and if the C-Level Meeting doesn't resolve the Dispute, the Dispute shall undergo mediation using a mediator with a background in the industry and subject matter of the Dispute (mediation costs shall be shared equally). In the event of litigation both parties hereby waive any right of trial by jury. Nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm, nor diminish a Party's obligation to minimize damages.

9.10. **No Third-Party Beneficiaries.** Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be nor shall be considered a beneficiary of any provision of this Agreement.

9.11. **Insurance.** The Parties shall each maintain insurance policies or self-insure its obligations under this Agreement certificates of which shall be provided to the other Party upon request. Such insurance shall not be limited, reduced, or otherwise affected by any limitations of liability in this Agreement, and shall not be less than the amounts specified below for the following insurance coverages:

Commercial General Liability.....	\$1,000,000
Network/Privacy Liability.....	\$5,000,000
Professional Error & Omissions Liability...	\$1,000,000

9.12. **Compliance with Laws.** Each Party shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act, the U.S. Foreign Corrupt Practices Act, and other federal and state laws addressing anti-kickback, anti-bribery, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. If one Party believes that the other may not comply with one of the foregoing, it shall so notify the other Party, which will promptly look into the matter and take measures necessary to remedy any non-compliance. Notwithstanding any other provision in this Agreement, this Agreement is not intended to designate Solventum as a delegated entity or First Tier, Downstream, or Related Entity (FDR) under this Agreement or applicable Centers for Medicare & Medicaid Services (CMS) rules. Each Party will observe its own standards of business conduct that are generally consistent with Solventum's Code of Conduct and underlying Principles which are located on Solventum's website <http://www.Solventum.com/>.

9.13. **Independent Contractors.** Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

9.14. **Injunctive Relief.** The Parties agree that a breach of the Agreement may cause immediate and irreparable harm to the damaged Party and that monetary damages will not be adequate to fully compensate the damaged Party. Therefore, each Party is entitled to seek injunctive relief for a threatened, anticipated, or actual breach of the Agreement.

9.15. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is deemed or rendered void, invalid, or unenforceable, in any jurisdiction in which this Agreement is performed, then that part will be severed from the remainder of the Agreement only as to that jurisdiction. Such severance will not affect the validity or enforceability of the remainder of this Agreement unless such severance substantially impairs the value of the whole agreement to any Party.

9.16. **Survival.** Sections 2, 4, 5, 7, 8, and 9 hereof shall survive any termination of any Appendix, and/or Solventum Product(s), and/or this Agreement, as applicable.

9.17. **Attachments.** The following are Solventum's standard Exhibits and Appendices, which are added only when applicable, based on the Solventum Products added by Client on the Agreement:

APPENDICES:

Appendix 1	Annuity Products Additional Terms
Appendix 2	RESERVED
Appendix 3	RESERVED
Appendix 4	RESERVED
Appendix 5	RESERVED
Appendix 6	RESERVED
Appendix 7	RESERVED
Appendix 8	RESERVED
Appendix 9a	RESERVED
Appendix 9b	RESERVED
Appendix 9c	RESERVED

Appendix 10      RESERVED  
Appendix 10a     RESERVED  
Appendix 11      RESERVED  
Appendix 12      RESERVED  
Appendix 13      RESERVED

EXHIBITS:

Exhibit A Business Associate Agreement  
Exhibit B Third-Party Content Required Terms  
Exhibit C Network and/or Facility Access and Confidentiality Agreement  
Exhibit D Client Contact Information

\* \* \*

## EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

### Parties:

Executed as an Exhibit to Master Software Services Agreement #14047-24

San Mateo Medical Center  
222 39th Avenue  
San Mateo, CA 94403  
("Covered Entity")

Solventum Health Information Systems Inc.  
575 West Murray Boulevard  
Murray, UT 84123-4611  
("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with Solventum Health Information Systems, Inc.'s authorized agent, by way of the Master Software and Services Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

### 1. Purpose:

Whereas, Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) ("**Underlying Agreement(s)**") to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("**PHI**") and/or Electronic Protected Health Information ("**EPHI**"). As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and regulations promulgated thereunder. Furthermore, this BAA applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Whereas, Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors,

Whereas, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

### 2. Definitions.

Terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "EPHI" when used in this BAA shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this BAA, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

### 3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;
- b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this BAA;
- c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI;
- d. report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than Thirty (30) Days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;
- e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to his or her healthcare provider;
- f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to his or her healthcare provider. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;
- g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- h. make available to Covered Entity the information collected in accordance with Section 3(g) of this BAA as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to his or her healthcare provider;
- i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and
- j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

#### **4. Permitted Uses and Disclosures by Business Associate:**

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;

- b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

**5. Obligations of Covered Entity: Covered Entity shall:**

- a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI;
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.
- e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

**6. Term and Termination**

- a. Term. The Term of this BAA begins on the Effective Date (above) and ends when all Underlying Agreement(s) have expired and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.
- b. Breach. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement(s) (which requires compliance with this BAA), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and Business Associate shall remain in effect in accordance with their terms.
- c. Effect of Termination. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this BAA. If return or destruction of PHI is not feasible, Business Associate shall: (i) extend the security protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**7. Miscellaneous**

- a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for



## EXHIBIT B

### THIRD-PARTY CONTENT REQUIRED TERMS

#### AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

Grant of Rights Restrictions. Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between Solventum and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

Backup Rights. Client may make backup copies of the Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

Warranty Disclaimer. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO Solventum OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO Solventum REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

AMA as Third-Party Beneficiary. The AMA is a third-party beneficiary of those terms and conditions of the Agreement, including this Exhibit B, necessary to protect the rights and interests of the AMA with respect to AMA Editorial Content.

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## EXHIBIT B - 2

### THIRD-PARTY CONTENT REQUIRED TERMS

### HEALTH FORUM TERMS AND CONDITIONS

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

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It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC makes no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC shall have no liability to anyone including Solventum and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

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**EXHIBIT B - 3****THIRD-PARTY CONTENT REQUIRED TERMS****NOTICES****LOINC NOTICE**

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**SNOMED CT**

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**SNOMED COPYRIGHT AND TRADEMARK NOTICE**

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\* \* \*

**EXHIBIT B-4**  
**THIRD-PARTY CONTENT REQUIRED TERMS**  
**INTERSYSTEMS CORPORATION LICENSE AND SUPPORT TERMS**

1. These License and Support Terms are part of the License Agreement between InterSystems Corporation ("InterSystems") and the end user customer ("you," the "Customer" or the "End User"), who has signed a Master Software and Services Agreement with Solventum Health Information Systems, Inc. (the "Partner"). The License Agreement shall not be binding until an order form (the "Order Form") has been fully executed between Partner and InterSystems.
2. As of the date the Order Form has been fully executed (Partner will execute such Order Form prior to implementation of Customer) (the "Effective Date"), InterSystems hereby grants to you a nontransferable and nonexclusive license (the "License") to use the InterSystems product(s) incorporated into the Partner solution internally within your organization in the conduct of your business, provided that all fees are paid by Partner to InterSystems. You may only use the Licensed Software to run the Partner's solution and to connect the Partner's solution to other applications or systems, but not for any other purpose. No License shall be granted upon the physical delivery of any software to you. For the avoidance of doubt, the "Licensed Software" shall not include any open source or third-party software that may be shipped with, installed with or used in conjunction with InterSystems' proprietary software.
3. You are acquiring the License via the Partner so the Partner will be responsible for paying all fees specified therein to InterSystems.
4. If your use of the Licensed Software is regulated, you agree not to use or implement the Licensed Software in any manner that is outside the scope of intended use or otherwise violates any prohibitions or conditions set forth in a Quality Agreement or otherwise communicated to you by InterSystems.
5. Your License is a subscription License. The term ("License Term") of a subscription License begins on the Effective Date and terminates automatically on the last day of the final period for which InterSystems has received the proper fee.
6. The Licensed Software may only be used on servers operated by you or on your behalf. You may not sublicense the Licensed Software or otherwise make it available to third parties except as explicitly provided herein.
7. Software Update and Technical Assistance ("Product Support") shall be provided in accordance with the standard product terms in effect on the date such Product Support is invoiced. You shall receive all Product Support from the Partner and not from InterSystems directly.
8. InterSystems hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with InterSystems' documentation relating thereto for one year from the Effective Date or the end of the License Term, whichever occurs first, and (ii) all Product Support shall be provided in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR PRODUCT SUPPORT. MOREOVER, The Licensed Software is not a substitute for the skill, knowledge and experience of the individuals who may use the Licensed Software. Your exclusive remedy for a breach of the above warranties shall be for InterSystems to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Product Support, as applicable. The limited warranty provided in (i) above does not include Product Support and are not a substitute for Product Support. You must direct any warranty claim to the Partner and the Partner will send the claim directly to InterSystems.
9. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at InterSystems' sole discretion.
10. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems in respect of the specific Licensed Software or Product Support on account of which such liability arose. In no event shall InterSystems be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
11. Either party may terminate the License Agreement with 30 days advance written notice upon the other party's breach if the breach is not cured during that period. InterSystems will consult the Partner before terminating the License Agreement. The Partner shall be liable for all fees relating to Licensed Software or Product Support provided prior to termination, and Sections 10, 11, 12, 13, and 14 hereof shall survive termination or expiration of the License Agreement. Your rights to use the Licensed Software cease immediately upon termination or expiration of the License Agreement.
12. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) with the exception of the Partner for the purposes of fulfilling your obligations under your agreement with Partner, disclose to others the Licensed Software or any data or information relating to the Licensed Software. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 5 days advance notice by InterSystems. You agree to provide access to your premises and otherwise cooperate with InterSystems in such audit. Any such audit shall be conducted with the assistance from the Partner.
13. The parties are and shall be independent contractors to one another, and the License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.
14. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA. The English version of the License Agreement shall control unless otherwise required by local law.
15. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Licensed Software, Product Support and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Licensed Software, Product Support or technical data to be exported to or used in a country or region where a license, permit or special permission is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.
16. This document sets out all the terms (the "License Agreement") between you and InterSystems relating to your use of the Licensed Software and receipt of Product Support and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems. InterSystems shall have the right to transfer or assign the License Agreement without your consent or prior notice to you. You may not assign the License Agreement without InterSystems' prior written consent. The License Agreement may only be modified or amended by a writing signed by both parties.

**EXHIBIT C**

**NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT**

This ACCESS AND CONFIDENTIALITY AGREEMENT (the "Access Agreement") is made by and between Solventum Health Information Systems, Inc. ("Solventum") and San Mateo Medical Center ("Client"). The Parties have contemporaneously entered into a Software License and/or Services Agreement, as amended (Agreement), pursuant to which, inter alia, Client and Solventum have agreed to terms and conditions setting forth the complete rights and obligations of the Parties including, but not limited to, the use and confidentiality of the Parties' systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the Agreement shall continue in full force and effect and shall apply to this Access Agreement. In the event a conflict arises between the terms of this Access Agreement and the terms of the Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the Agreement, as amended (including all Attachments and Exhibits thereto, and the BAA), this Access Agreement.

As set forth in the Agreement, Solventum understands that Client must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the Agreement, including the BAA, Solventum shall instruct its employees, agents and contractors ("Solventum Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. To immediately return to Client any documents or media containing Operational Information upon termination of access.
6. That Solventum and Solventum Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Client.
7. To abide by Solventum's Compliance and Ethical Business Conduct Guidelines, found at <https://solventum.com/en-us/home/our-company/ethics-compliance/>.
8. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Client systems.
9. To only access or use systems or devices Solventum Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
10. That Client may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
11. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
12. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
13. To use only Solventum Personnel's officially assigned User-ID and password and use only approved licensed software.
14. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
15. To notify the appropriate Information Services person, as directed by Client, if any Solventum personnel password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.
16. This Agreement will terminate upon the expiration or termination of the Services Agreement; provided, however the confidentiality obligations hereunder will continue after termination or expiration of this Agreement, subject to the limitations on such obligations as defined in the Services Agreement, or if not defined, for four (4) years after the termination or expiration of the Services Agreement, unless such information becomes publicly available through no fault of Solventum.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the Master Software and Services Agreement ("MSSA") and will be terminated by way of the MSSA. Please see MSSA Signature Page for the authorized signatures.

**SECTION BELOW TO BE FILLED OUT BY SOLVENTUM PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)  
CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY SOLVENTUM PERSONNEL.**

NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	SOLVENTUM EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER

**EXHIBIT D**  
**CLIENT CONTACT INFORMATION**

Client shall provide the following information:

Send Invoices to:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: smmc-accounts-payable@smcgov.org

Email Address for Invoices: \_\_\_\_\_

Accounts Payable Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: smmc-accounts-payable@smcgov.org

Contact for installation:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: vmathewson@smcgov.org

Renewal contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: smmc\_contracting@smcgov.org

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## APPENDIX 1

### ANNUITY PRODUCTS ADDITIONAL TERMS

**IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO SOLVENTUM PRODUCTS ADDED UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 1.**

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- A. **Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
- A.1. “**Annual Billing Cycle**” means each one-year period, beginning on the first License Start Date unless otherwise set forth on the applicable Schedule.
- A.2. “**Annuity Software**” means Software licensed to Client on an annual or multi-year annual basis, but less than a perpetual basis, which may be installed on Client’s systems, Solventum’s systems (SaaS), or a combination of the two.
- A.3. “**Renewal Proposal**” means a Solventum-prepared document that sets forth the fees for the first year of any subsequent Renewal Term hereunder invoiced by Solventum and due by Client for such Renewal Term.
- B. **Use Rights.** Subject to the Client’s compliance with this Agreement, Solventum grants to Client, a non-exclusive, non-transferable and non-sublicensable license during the License Term of each Schedule 1 to (a) install the non-SaaS Annuity Software at the Client’s designated Install Site(s) listed on the applicable Schedule 1 and located within the Territory, and (b) permit Authorized Users to access and use the Annuity Software and Documents solely for processing transactions and using the Results for Client’s healthcare business reimbursement purposes of the Authorized Sites, and (c) permit Client to create an Interface between the Software and Client developed systems (“License”). Third party developed Interfaces and/or interfaces to third party software shall be in accordance with Section 2.5.
- C. **Term of Use Right.** The term of Client’s License to the Annuity Software shall be as set forth on the applicable Schedule 1 (“License Term”). Once the License Start Date for any Solventum Product on the applicable Schedule 1 has been established, all other Solventum Products listed or added on the same Schedule 1 will share the same License Term, and any Solventum Products added will be pro-rated to the next Annual Billing Cycle of the applicable Schedule 1.
- D. **Unless otherwise set forth on a Schedule, the License Term for any Schedule 1 shall automatically terminate.**
- E. **Annuity Software Fees, Invoicing and Payments.** License and I&T fees for each Authorized Site are set forth on the applicable Schedule 1 hereto, and unless otherwise set forth on such Schedule 1, shall be invoiced to Client as set forth below.
- E.1. **Fees; Invoicing.**
- E.1.1. **License Fees.** Annuity Software license fees, set forth on any Schedule 1, will be invoiced to Client on the earlier of: (a) shortly after their License Start Date, or (b) 30 days before the Annual Billing Cycle of each Schedule 1. Solventum shall communicate Client’s next Annual Billing Cycle fees for each Schedule 1 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle of each Schedule 1. The annual License fee increases during any then-current License Term on any Schedule 1 shall not exceed five percent (5%) of the License fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 1. The fees for the first year of any Renewal Term will be provided to Client within a Renewal Proposal for any Schedule 1, delivered to Client’s Notice address or the Renewal Contact in Exhibit D. The Renewal Proposal will: (i) reflect Solventum’s then-current list fee, less Client’s applicable discounts, and (ii) be superseded by the most recent version of the Renewal Proposal for any Schedule 1 provided to Client.
- E.1.2. **Additional Annuity Software and/or Authorized Sites.** During the License Term, the Parties upon mutual consent, may add new items of Annuity Software and additional Authorized Sites to any Schedule 1. Solventum will prorate the first year’s License fees for any additional items of Annuity Software and new Authorized Sites from their License Start Date to the end of the current Annual Billing Cycle of the applicable Schedule 1.

- E.1.3. **Invoicing and Payment for Software Installation and Training fees.** Software I&T fees, set forth on any Schedule 1, will be invoiced to Client on or shortly after the License Start Date for the associated item(s) of Annuity Software, unless otherwise set forth on the applicable Schedule 1 or SOW attached to any Schedule 1.
- E.1.4. **Additional Software.** Client has licensed an additional copy of Software at a discounted rate based upon the original Software's current license fee. In the event that the Client cancels the original copy of the Software from the applicable Schedule, the additional copy of the Software will be priced at the then-current list price for the Software, less any applicable discount.

## ADDENDUM A TO APPENDIX 1

### 3M GROUPER PLUS CONTENT SERVICES (GPCS) TERMS OF USE ADDENDUM

THIS 3M GROUPER PLUS CONTENT SERVICES ADDENDUM (“ADDENDUM”) ONLY APPLIES TO THE CLIENT’S ACCESS AND USE OF THE 3M GROUPER PLUS CONTENT SERVICES (“GPCS”) AND SUPPLEMENTS THE APPENDIX ABOVE OF THE AGREEMENT. TO THE EXTENT THAT ANY PROVISION IN THIS ADDENDUM IS IN CONFLICT WITH ANY OTHER TERM OR CONDITION IN THE AGREEMENT, THIS ADDENDUM SHALL SUPERSEDE SUCH OTHER TERM(S) AND CONDITION(S) WITH RESPECT TO GPCS, BUT ONLY TO THE EXTENT NECESSARY TO RESOLVE THE CONFLICT. CAPITALIZED TERMS USED HEREIN BUT NOT OTHERWISE DEFINED HEREUNDER SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE AGREEMENT.

#### A. Definitions.

“**Connectivity Materials**” means the documents, sample object code, methodology and other materials in whatever form or medium, including any updates or upgrades thereto, that are provided by Solventum to Client under this Agreement solely and exclusively for purposes of integrating the Client Implementation to the GPCS Services.

“**Client Implementation**” means a software application that incorporates the Connectivity Materials in order to transmit, obtain and display the GPCS Content.

“**GPCS Content**” means an encrypted packet of data from GPCS Services which contains the results of a Request analyzed and returned to the Client for further processing by the Client Implementation.

“**GPCS Services**” means Solventum Software that is identified on any Schedule with a SKU code of “GPCS”.

“**Request**” means an encrypted communication that Solventum receives from Client containing a packet of Client Data to be queried and analyzed by the GPCS Services.

“**Access Management Tool**” means Solventum’s proprietary on-line tool that Client will use to control access to the GPCS Services by creating, modifying, and deleting accounts, and generating certificates that grant access to Authorized Sites.

**B. Additional License Restrictions.** In addition to the license restrictions in the Agreement, unless specifically agreed to in writing, Client is prohibited from directly or indirectly making or doing any of the following acts: (i) use the GPCS web services and Documentation except as provided in this Agreement; (ii) use, distribute, display, or sell any GPCS Content outside of the Client Implementation or incorporate or embed the GPCS Services into any of Client’s products that it makes available to third parties; (iii) create or offer a “wrapper” for the GPCS web services, unless Client obtains Solventum’s written consent to do so. For example, Client is not permitted to: (a) use or provide any part of the GPCS Service or the GPCS Content in an API that Client offer to others; or (b) create a Client Implementation that re-implements or duplicates the GPCS Services. Client is not “wrapping” the GPCS Services if the Client Implementation provides substantial additional features or content beyond the GPCS Services, and those additional features or content constitute the primary defining characteristic of the Client Implementation; (iv) use the GPCS Services in a manner that gives access to mass downloads or bulk feeds of any GPCS Content; or (v) attempt to modify or tamper with the normal function of the GPCS Services, or (vi) if used with Epic Resolute or Epic Tapestry, Client may not build their own web service.

**C. Hosting the GPCS Services.** Solventum shall, at its sole cost and expense, be responsible for hosting the GPCS Services pursuant to the GPCS Service Level Standards, attached hereto as Attachment 1.

**D. Client’s Access to GPCS.** Client shall, at its sole cost and expense, be responsible for ensuring that the Client’s Equipment meets Solventum’s then-current connectivity requirements and establish and maintain its own internet connectivity and capacity to permit communication with the GPCS Services throughout the term of this Agreement. For Solventum Software that is identified with a SKU code of “GPCS” (“GPCS Services”), Client will use the Solventum proprietary GPCS Access Management to create and keep all Authorized Site profiles current, and to generate and download a GPCS certificate which is unique to each Authorized Site (“Certificate”). Each Authorized Site must be set up in the GPCS Access Management as (i) an Authorized Site Certificate or (ii) under a Hosted Group Certificate (identifying each Authorized Site with a unique Authorized Site Name using a hosted group Certificate “Hosted Group Certificate”). Use of a Certificate or Hosted Group Certificate will permit each Authorized Site to access and use the Solventum Output. The Hosted Group Certificate is only intended to be used by the Client. Authorized Sites should not have direct access to the Hosted Group Certificate.

**E. Integration.** Client acknowledges that the GPCS Services will require integration with Client’s EHR system and thus the use of the GPCS Services is dependent upon completing integration work between Client’s EHR and the GPCS Services. Client agrees to assist Solventum in completing the integration by engaging Client’s EHR vendor(s) as needed to complete the required integration work. If such integration work cannot be completed, this Addendum will be terminated in its entirety and shall be considered null and void.



## ATTACHMENT 1 TO ADDENDUM A GPCS SERVICE LEVEL STANDARDS

This Attachment 1 to Addendum A (GPCS Service Level Standards) applies to only those Solventum Software with a SKU identification which includes GPCS.

Solventum will adhere to the following service level standards:

### 1. ADDITIONAL DEFINITIONS

“**Available Time**” will mean the number of hours in any given month less the amount of downtime related to: i) force majeure; ii) Scheduled Downtime; iii) time/delay attributable to Client; iv) internet outages that prevent, disrupt or hinder access to the GPCS services; v) failure to access circuits to Solventum’s network, unless such failure is caused by Solventum; vi) DNS issues outside the control of Solventum; or vii) suspension of access due to past due invoices.

“**Business Days**” will mean Monday through Friday, other than U.S. federal holidays.

“**Downtime**” means a period of time that GPCS Services fails to provide or perform its primary function.

“**Notice of Service Disruption**” means a report made by Client of any Service Disruption by calling Solventum Support at 1–800–435–7776 within 2 hours of discovery.

“**Resolution**” to a support request is when Solventum provides a: i) satisfactory work-around is provided; ii) software patch is provided; iii) fix that is incorporated into a future release; or iv) fix or work-around incorporated into knowledge database.

“**Service Credits**” means credits provided by Solventum based on when the GPCS Services fails to meet the quarterly Uptime commitment set forth in Section 2.2, and Client meets all requirements in Section 4.1.

“**Service Credit Request**” means a request for Service Credits by Client that meets all requirements of Section 4.2 in order for a Service Credit to be issued by Solventum.

“**Scheduled Downtime**” is the amount of time planned in advance for maintenance, notice of which is provided via the Solventum Support website which details the scope and expected length of the maintenance.

“**Service Disruption**” means when Client discovers a non-availability of the GPCS Services.

“**Uptime**” will mean all times when the GPCS Services is running in conformance with this Attachment and is available to be accessed by Client.

### 2. GPCS SERVICES AVAILABILITY

**2.1.** Solventum shall provide Client with reasonable notice of Scheduled Downtime, no less than seven (7) days in advance. Solventum shall make reasonable efforts to ensure that Scheduled Downtime does not coincide with standard or peak business hours.

**2.2.** Uptime shall be 99.9% of Available Time, measured quarterly.

### 3. SUPPORT, MAINTENANCE AND DOWNTIME

**3.1. Support Request.** Technical support is available Monday through Friday 7:30 a.m. to 8:30 p.m. Eastern Time. Emergency support is available Monday through Friday, during the following hours: 8:30 p.m. to 7:30 a.m. Eastern Time. For Priority 1 issues, emergency support is also available 24-hours a day, on weekends, and major national holidays when Solventum is normally closed. The calculation of the duration of a Service Disruption with respect to Client shall begin when Solventum has received the Notice of Service Disruption from Client. The Support Portal provides additional details.

- i. **Proper Request.** A “Proper Request” means a Notice of Service Disruption that will minimally provide the following elements to expedite delivery of the support services: a) Client’s name; b) caller’s name or a designated contact name and necessary contact information; c) whether the incident is Priority 1 or 2, and a description of the problem; d) that GPCS is at issue; and e) Client’s hardware platform.

**3.2. Priority Codes and Response Times.** Solventum will classify a reported Service Disruption as either a Priority 1 or Priority 2 request. The following response time goals are provided as typical response times to support requests.

Priority	Details	Response Time Goal
Priority 1	Emergency problems that have no hardware or software workarounds and that directly impact critical daily operation of Client.	Within one hour after Vendor has submitted a Proper Request, Solventum will acknowledge the Proper Request and diligently work to resolve the problem. A Solventum analyst will be resourced until it is resolved.
Priority 2	Represents non-emergency problems that have hardware or software workarounds or are related to system applications or implementation.	Within one (1) Business Day after Vendor has submitted a Proper Request, Solventum will acknowledge the Proper Request and diligently work to resolve the problem.

3.3. **Resolution Time.** Solventum will use its best efforts to provide a Resolution to a support request without unreasonable delay; however, due to the complex nature of software and the networks and operating systems it resides on, Solventum does not guarantee a Resolution is attainable or can be resolved in a set period of time.

3.4. **Support Exclusions.** Solventum is not obligated to provide the Support Services if:

- i. GPCS Services is not used or maintained with hardware or software referenced in the Connectivity Materials or the GPCS Documentation at the specified version level.
- ii. The nonconformance of the GPCS Services with the GPCS Documentation, in Solventum's reasonable determination, is not significant enough to warrant a fix or work-around.
- iii. Client has not registered with Support Services on the Support Portal.
- iv. Client's negligence or omissions caused the nonconformance.
- v. Client and/or Solventum cannot reproduce the reported non-conformance.

#### 4. SUPPORT SERVICE CREDIT

4.1. **Credits.** If the GPCS Services fails to meet the Available Time commitment set forth in Section 2.2, and if Client is otherwise in compliance with its obligations under this Agreement, including making a Service Credit Request, Client will be eligible to receive Service Credits against the GPCS Services fees in an amount set forth in the tables below.

##### GPCS Services Non-Available Time Service Credits

Available Time Per Quarter	Service Credits for any Quarter During the Billing Period
100% - 99.9%	None
99.9% - 98.5%	5% of the applicable GPCS Services fees pro-rated for the Quarter in which the Service Disruption(s) occurred

Below 98.5%	12% of the applicable GPCS Services fees pro-rated for the Quarter in which the Service Disruption(s) occurred
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**4.2. Credit Request and Payment Procedures; Limitation.** To receive a Service Credit under this Exhibit, Client must: submit a Service Credit Request within ten (10) business days of the end of the Service Disruption. The Service Credit Request must include Client's Solventum account number (per Solventum's invoice), the date(s) and time(s) of the Service Disruption, describe the nature of the Service Disruption (e.g., total non-Available Time, intermittent Available Time, etc.), and provide any supporting documentation. Submission of the Notice of Service Disruption does not constitute submission of the Service Credit Request. Upon receipt of the Service Credit Request, Solventum will evaluate the Service Credit Request and will apply the applicable Service Credits to the next billing cycle. Service Credits are not refundable and can be used only to offset future billing charges; however, if Service Credits are applied to the account in the final year of the Agreement, upon termination of the Agreement Solventum will refund the credit to Client. Service Credits are exclusive of any applicable taxes charged to Client or collected by Solventum.

**4.3. Maximum Service Credit.** Notwithstanding anything to the contrary herein, the total amount of Service Credits credited to Client in a particular year under this Exhibit shall not exceed twelve percent (12%) of the total annual GPCS Services fees paid by Client during such year for the GPCS Services. Service Credits may not be exchanged for, or converted to, monetary amounts.

**4.4. Critical Failure.** If Solventum fails to meet the Uptime requirements for two (2) quarters during any twelve (12) month period, Solventum and Client will meet to resolve the problem ("Corrective Plan Meeting"). If after the Corrective Plan Meeting the parties agree that the Service Disruption issues cannot be resolved in a timely manner, or subsequently Solventum fails to resolve the Service Disruption issue in accordance with a corrective plan put in place, Client will be entitled to terminate the GPCS Services without penalty.

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Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

## SCHEDULE 1-1 ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. Term of Schedule 1-1 The License Term of this Schedule begins on December 7, 2024 and continues for five (5) years. The anniversary of the Annual Billing Cycle date for this Schedule is December 7 of each year.
2. Itemized Schedule of Solventum Products below:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE	YR 2 FEES	YR 3 FEES	YR 4 FEES	YR 5 FEES
--	WEB	----	SAN MATEO MEDICAL CENTER--222 39TH AVENUE, SAN MATEO, CA 2930414	Install/Access Site					
1.	Existing	APC	APCfinder Software		\$27,600.47	\$28,980.49	\$30,429.51	\$31,950.98	\$33,548.52
2.	Existing	C&RSNOAA	Coding, Classification, and Reimbursement System without Advanced Analyzer		\$28,735.60	\$30,172.38	\$31,680.99	\$33,265.03	\$34,928.28
3.	Existing	CODREF	Coding Reference Software		\$4,868.75	\$5,112.18	\$5,367.78	\$5,636.16	\$5,917.96
4.	Existing	CODREFPL	Coding Reference Plus Software		\$4,251.25	\$4,463.81	\$4,687.00	\$4,921.35	\$5,167.41
5.	Existing	CONNSFT BAS	Connections Software Basic		\$1,581.00	\$1,660.05	\$1,743.05	\$1,830.20	\$1,921.71
6.	Existing	MNAPC CA A&B	Medical Necessity for APCfinder CA A&B		\$28,272.31	\$29,685.92	\$31,170.21	\$32,728.72	\$34,365.15
7.	Existing	PCRS	Physician Coding And Reimbursement System		\$5,698.10	\$5,983.00	\$6,282.15	\$6,596.25	\$6,926.06
8.	Existing	S-APR-DRG	S-All Patient Refined DRG Software		\$13,039.70	\$13,691.68	\$14,376.26	\$15,095.07	\$15,849.82
9.	Existing	RCS APR CAMED	Reimbursement Calculation Software APR Med-Cali		\$1,729.95	\$1,816.44	\$1,907.26	\$2,002.62	\$2,102.75

The License Start Date for the above products begins on December 7, 2024.

10.	Existing	APRDRGCAS	Advanced Analyzer <sup>1,2</sup>		\$15,133.50	\$15,890.17	\$16,684.67	\$17,518.90	\$18,394.84
11.	Existing	APRDRGCAS I&T	Advanced Analyzer I&T <sup>1,2,3</sup>		\$337.50	N/A	N/A	N/A	N/A

12.	Existing	CODING CLOUD HOSTING	Coding Cloud Hosting <sup>1,2,4</sup>	\$10,668.00	\$11,201.40	\$11,761.47	\$12,349.54	\$12,967.01
13.	Existing	CRS CDI EHR LAUNCH	Coding Reimbursement System Clinical Documentation Integrity - EHR User Launch-In to C&RS <sup>1,2,5</sup>	\$15,041.40	\$15,793.47	\$16,583.14	\$17,412.29	\$18,282.90
14.	Existing	CRS CDI EHR LCH I&T	Coding Reimbursement System Clinical Documentation Integrity - EHR User Launch-In to C&RS I&T <sup>1,2,3</sup>	\$3,871.50	N/A	N/A	N/A	N/A
15.	Existing	GPCS APC	GPCS CMS Medicare APC Grouper with Medicare HOPD & FQHC Reimbursement <sup>1,2,6</sup>	\$28,834.99	\$30,276.73	\$31,790.56	\$33,380.08	\$35,049.08
16.	Existing	GPCS I&T	Grouper Plus Content Services I&T <sup>1,2,3</sup>	\$835.00	N/A	N/A	N/A	N/A
17.	Existing	MND CA A&B	Medical Necessity Dictionaries CA A&B <sup>1,2,6</sup>	\$17,999.80	\$18,899.79	\$19,844.77	\$20,837.00	\$21,878.85
<b>SITE SUBTOTAL:</b>				<b>\$208,498.82</b>	<b>\$213,627.51</b>	<b>\$224,308.82</b>	<b>\$235,524.19</b>	<b>\$247,300.34</b>

**FEE SUMMARY:**

ANNUAL SOFTWARE LICENSE, SUPPORT, & SERVICE FEES:	\$203,454.82
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$5,044.00
**CONSULTING SERVICE FEES:	\$0.00
<b>TOTAL THIS SCHEDULE:</b>	<b>\$208,498.82</b>

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2024, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above reflect various factors, which may include factors such as bundling of Products, scope of use, implementation details, and/or multi-year commitments.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

- <sup>1</sup> This product has not been installed.
  - <sup>2</sup> Effective on the First License Start Date, the license and obligations for the product(s) licensed on the Master Software and Services Agreement, **Agreement No. Q34182-23, by San Mateo Medical Center**, are hereby transferred and governed by this Agreement with Client. The grant of license and all contemporaneous and future obligations, including the remaining Payment Schedule, Implementation Phases, and invoicing, will continue per the terms and conditions of this Agreement with Client.
  - <sup>3</sup> Client was invoiced 50% of the Implementation and Training fees from under the Master Software and Services Agreement, **Agreement No. Q34182-23**. The fees listed on lines 11,14 and 16 represent the remaining 50% balance of those fees.
  - <sup>4</sup> The above pricing for Coding Cloud Hosting is up to 20 users. Client will notify Solventum if Client needs are greater than 20 users for Coding Cloud Hosting. Solventum may review user count annually and may increase the tier price if Client's users go over 20.
  - <sup>5</sup> The annual Interface license will allow Epic EMR to launch Client's licensed Coding and Reimbursement System ("CRS") from within the Epic CDI module ("CDI Module") and to access Client's currently licensed Coding & Reimbursement System Modules ("CRS Modules"). Once Epic has accessed the CRS and CRS Modules, it will be allowed to perform a standardization session using the CDI Module; the resulting standardized data ("Standardized Data") will then be returned to Epic via Solventum's interface. The Standardized Data may not be sent to any other system or use-case (e.g., Data Warehouse, Case Management), and any other use not expressly authorized herein is strictly prohibited. Solventum does not guarantee the accuracy or completeness of the Standardized Data or of the Standardized Data received by Epic.
  - <sup>6</sup> Subject to Section E.1.4 of Appendix 1.
3. **The Software and Services** for GPCS APC, MND CA A&B, APRDRGCAS and CRS CDI EHR LAUNCH are to be provided to Client by Solventum in accordance with the terms and conditions of the Agreement and the additional terms and conditions set forth below:

**A. Payment Schedule.**

1. **Implementation and Training, and Services.** The first year's Implementation and Training, and Services fees shall be invoiced as follows:

Milestone	Description	Invoice Code
100% Upon Go-Live	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

2. **Software.** The first year's software fees shall be invoiced as follows:

Milestone	Description	Invoice Code
100% Upon Go-Live*	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

\* Annual fees will be invoiced on the Go-Live date (of each component) and will be prorated from the Go-Live date to the upcoming anniversary (annual billing cycle date).

4. **The Software and Services** for the CODING CLOUD HOSTING are to be provided to Client by Solventum in accordance with the terms and conditions of the Agreement, the attached Statement of Work, and the additional terms and conditions set forth below:

**A. Payment Schedule.**

1. **Annual Services.** The first year's Annual Services fees shall be invoiced as follows:

Milestone	Description	Invoice Code
50% upon Effective Date (non-refundable fee)	Bill upon Effective Date of Agreement/Amendment	EFFECTDATE
50% upon Go-Live	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

- B. Coding Cloud Hosting Proration Notice.** Notwithstanding anything else in the Agreement to the contrary, Year One fees for Coding Cloud Hosting shall be billed according to the Milestones set forth above. Year Two fees of Coding Cloud Hosting will be pro-rated to this Schedules next Annual Billing Cycle date.

5. The total of fees for the Solventum Products over the 5-year License Term in Schedule 1-1 above is **\$1,129,259.68**. In no event shall the total of fees for the Solventum Products set forth in Schedule 1-1 over the 5-year License Term or added to Schedule 1-1 exceed **\$1,500,000.00**; provided that any change to the License Term or addition of Solventum Products shall be added via written amendment.

6. ADD Attachment 1, 3M Coding and Reimbursement System Managed Cloud Services General Scope and Objectives, attached below.

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## ATTACHMENT 1

### 3M™ CODING AND REIMBURSEMENT SYSTEM MANAGED CLOUD SERVICES GENERAL SCOPE AND OBJECTIVES

#### Purpose

Managed Cloud Services are required for Solventum hosting of 3M™ Coding and Reimbursement System (“CRS”) and provides for the provisioning of Coding and Reimbursement in the Cloud, where Solventum will manage, maintain, monitor, and support the hardware and software provided by Solventum for the purpose of hosting Coding and Reimbursement for the Client. The hosted version of Coding and Reimbursement System utilizes the same Solventum Community Cloud used by CRS when implemented on-premises. The purpose of this Scope of Work (“SOW”) is to formalize an arrangement between Solventum and the Client to deliver specific Managed Cloud Services, at specific levels of support. This document is intended to provide details of the provisioning of Coding and Reimbursement Managed Cloud Services to the Client.

**Construction.** This Scope of Work is incorporated into the Agreement. In the event of any conflict between this Scope of Work and the main body of the Agreement, the main body will govern. The provisions of this Scope of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement.

**Disclaimer.** This Scope of Work covers Solventum’s standard Managed Cloud Services for Coding and Reimbursement System. In the event of any conflict between the implementation plan and this Scope of Work, for differences that do not materially affect the products or services delivered, the implementation plan shall govern. For differences that materially affect the products or services being delivered, a change request and/or contract amendment, mutually agreed upon by the parties, may be required.

#### Objective and Scope

This Scope of Work describes the services provided by Solventum for the Managed Cloud Services. Solventum will provide the Managed Cloud Services to the Client for the Coding and Reimbursement System and any associated products (collectively, the “Application”).

Managed Cloud Services will work in combination with the Implementation Services General Scope and Objectives to provide the connectivity and the Coding and Reimbursement environment required to implement and operate CRS. After the completion of the implementation, Managed Cloud Services will continue to manage, maintain, monitor, and support hosted Coding and Reimbursement, as noted in this document.

#### Definitions

- a. **“Managed Cloud Services”** means a combination of Solventum and its business partner resources that are used to deliver the services necessary to install, implement, manage, maintain, monitor and support the hosting of CRS in Solventum’s cloud hosting environment. Managed Cloud Services has one level of service that can be procured: Hosting Services (Coding Cloud Hosting). For purposes of this SOW, Managed Cloud Services is only those services actually procured by Client.
- b. **“Cloud Infrastructure”** means all Solventum cloud components necessary to support a well architected solution.
- c. **“Client Environment”** means the Client provided hardware devices, software, network, such as end user workstations, Presentation Layer, data center, proxy servers, routers, gateways, etc.
- d. **“Presentation Layer”** means the effective presentation layer where the user accesses the Solventum Applications. This may be done via a workstation, Citrix, or another virtual desktop solution.
- e. **“HIS Cloud Monitor”** means the proprietary application performance monitoring solution developed by Solventum that is used to measure the usage and responsiveness of CRS applications.
- f. **“System Administrator”** means the individual(s) who are responsible for the operation and infrastructure of CRS, provided either by the Client or by Solventum, as set forth herein.
- g. **“Run Book”** means the documented compilations of routine procedures and operations to be followed to effectively manage and troubleshoot the Applications and the associated Cloud Infrastructure. Run books may either be automated or performed manually.

#### A. Services provided under this agreement with Hosting Services:



- 
- A.1. Cloud Infrastructure Services** – Solventum will provision and deploy the Cloud Infrastructure, and Solventum Applications. Once the deployment is completed and validated in the Cloud Infrastructure, Application access will be granted to the Solventum implementation team as needed to fully implement the Solventum hosted Applications. No access will be granted to the Cloud Infrastructure outside of the Managed Cloud Services team. The standard Solventum build includes 1 production and 1 test system, unless otherwise specified.
- A.2. Solventum Project Management Services** – Solventum will provide a resource to serve as the primary point of contact for the project. This resource will work with the Client to develop and manage project timelines in addition to coordinating resources for the Client responsibilities hereunder.
- A.3. Security Services** – Solventum uses a shared security model where the Client is responsible for the security of their data center, Client-owned devices, and the data within their data center and Solventum is responsible for the security of the applications and data within the Cloud Infrastructure. Solventum-supplied VPN appliances will be used to establish an VPN Connection. These VPN appliances will be deployed within the Client’s secure data center.
- A.4. Adaptive Maintenance Services** — Defined as activities relating to upgrades or conversions to a Solventum Application or to the Cloud Infrastructure due to new versions of the Application or operating environment, including Cloud Infrastructure, connectivity devices, operating system, database software, security software, Application software requirements, etc. Adaptive maintenance will be completed during scheduled maintenance windows.
- A.5. Preventative Maintenance Services** — the Managed Cloud Services team will utilize a number of monitoring tools that will run 24x7 to monitor the utilization, performance and security of the Cloud Infrastructure. Alerts will be used should scanners identify any monitors that are outside of Solventum standard thresholds for optimal performance. Alerts will notify Solventum Managed Cloud engineers to address issues.
- A.6. Corrective Maintenance Services** - is defined as activities associated with bug-fix isolation and resolution and root-cause analysis:
- A.6.1. Application hotfixes** – Defined as the emergency repair of any system operation that does not comply with the currently documented application functionality and specifications. This includes system errors or unexpected results with the system that render it unusable for the purpose for which it was designed. In the event that a hotfix is needed, Solventum will notify the Client of the availability of the hotfix. Every effort will be made to apply the hotfix during the next scheduled maintenance window. Should the hotfix be required immediately to resolve an issue, Solventum will coordinate the timing of the patch to be deployed at the earliest agreed to time.
- A.6.2. Root-cause analysis**— Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
- A.7. Change Management Services** – Solventum will track all changes made by the Solventum team using Solventum service management tools. In addition, Solventum will create Run Books which will address specific issue responses.
- A.7.1. Application Changes** - All Application changes require the approval of the Client.
- A.7.2. Infrastructure Changes** – All Cloud Infrastructure changes will be managed by Solventum during the scheduled maintenance window. If an urgent change is required to address an outage or as a result of security scans, Solventum will perform such changes in accordance with the appropriate change control process.
- A.8. Third-Party Software licensing**—Solventum will maintain any third-party software, databases, or operating systems necessary for Solventum to provide the Managed Cloud Services.
- A.9. Backup Services** –Snapshots will be scheduled by Solventum to automatically run based on the optimal performance of the Solventum application. Server snapshots will be taken once daily and retained for one (1) week. For a permanent disaster impacting core components of Solventum Applications, our disaster recovery plan has the following metrics:
- A.9.1.1. RTO (recover Time Objective)** = 240 minutes, the Application will be back on-line after a maximum of 240 minutes.
- Solventum will monitor the backup jobs to ensure they are running as expected. In addition, Solventum will periodically validate the recovery process by restoring production backups to the Client’s test environment. System availability is as set forth in Attachment A to this SOW.
- A.10. Monitoring and Alert Services**— Solventum will utilize several monitoring and alerting utilities to provide 24x7x365 monitoring and incident response. Solventum will provide regular reviews of the system performance to the Client.
- A.10.1. Security Monitoring** – Solventum uses a combination of industry leading security solutions to actively monitor and respond to security threats.
- A.10.2. Infrastructure Monitoring** – Solventum uses a set of monitoring solutions to monitor the Cloud Infrastructure to measure performance against established thresholds.

**A.10.3. Application Monitoring** – Solventum uses Proprietary monitoring tools to monitor the performance of the application

**A.11. Application Incident Response Services** – In the event that the monitoring services initiate an alert, Solventum will begin an immediate response to the alert. If Run Book(s) exists, Solventum will follow the Run Book to resolve the issue. If no Run Book exists, then Solventum will begin initial troubleshooting efforts according to the Service Levels outlined in Attachment A to this SOW.

**A.12. Escalations from Solventum Support** – the Solventum Support team will provide initial Application support. The preferred method is for Client to open a support ticket on the Solventum Support Portal. For more urgent issues please call the Solventum Support team. The Solventum support team will provide Application support and will route infrastructure level tickets directly to the Managed Cloud Services team.

**A.13. Knowledge management** – the Solventum Support Portal provides Solventum clients with access to a wealth of information on products licensed by the Client. Clients can also create tickets on the Solventum Support Portal as well as participate in Solventum Client Forum. This information is available 24x7x365 and is accessed with a valid account.

**A.14. Ticket status updates** – Solventum will provide direct input into the Client's problem tickets related to Managed Cloud Services in the Solventum Support Portal.

**B. Client Responsibilities.** The following services are NOT covered under this Statement of Work:

**B.1. User Management** – User Management shall be managed by the Client for each Application to be supported, including the assignment of users to the necessary AD groups for proper Application functionality, as needed. The Client is responsible for managing and maintaining user identity and access management within their environment.

**B.2. Presentation Layer** – The Client will be responsible for providing the Presentation Layer for the end users in accordance with Solventum Hardware and Software requirements. Solventum Applications may require software installation on Presentation Layer servers. It is the Client's responsibility to ensure these are installed and updated according to Solventum Hardware/Software specifications and provisioned to the Presentation Layer used by the Solventum Application end users. If during the course of an Application update, an update to the Solventum software on the Presentation Layer is required, Solventum will notify the Client contacts as designated in the Solventum Managed Cloud workbook.

Client will be responsible for providing sufficient Internet connectivity and bandwidth to access CRS in Cloud for its users. Solventum estimates approximately 0.25 – 0.4 Mbps per user or approximately 1.5Mbps for every 50 concurrent users. However, during peak system usage the requirement may be up to 10Mbps.

**B.3. Perfective maintenance/Enhancements** — Any change in a application or system that involves functionality not within the current release specification, even if the new functionality would seem to be an improvement over the old one is defined as activities relating to enhancements and will need to be submitted by the Client via the Solventum Support website.

**B.4. Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within the Client's data center or by end-users.

**B.5. Procurement of new software or hardware**—All non-Solventum software or hardware located in the Client's data center or used by the Client to directly support their end users will be the responsibility of the Client.

**B.6. On-call Solventum support management**— On-Call support is available only for critical incidents related to availability of hosted cloud platform.

**B.7. End user help desk**— Client shall provide end user help for each Application to be supported, and Client shall perform its assigned duties for initial user complaints.

**B.8. Specific training**— After the initial implementation, the Client will provide for the training for users of the Applications. Additional training requests may be referred to the Solventum Training team.

**B.9. Assistance with application usage when unsupported or nonstandard hardware or software is involved** - Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems. Solventum does not provide support for unsupported or nonstandard hardware or software used by the Client for the access or use of Coding and Reimbursement System.

- B.10. Integration.** Client acknowledges that the Managed Cloud Services may require integration with Client's systems and thus the use of the application(s) may be dependent upon completing integration work between Client's systems and the application(s). As a condition of Client's licensing the Managed Cloud Services, Client agrees to assist Solventum in completing this integration by engaging Client's vendor(s) as needed to complete the required integration work. If such integration work is not completed, the Managed Cloud Services will be terminated, and all Solventum obligations shall be considered null and void.
- B.11. User Administration.** As required for the licensed Solventum applications, Client acknowledges that they are responsible for providing a user Identity Management solution that supports SAML 2.0 and will administer user security and security group assignment within their Identity Management solution.
- B.12. Release Notes.** The Client is responsible for reviewing the release notes for each CRS update and to be aware of regulatory and functional changes to the application. Client is also responsible for communicating the changes to their end users.
- B.13. Application Engineer** –Client will need to provide its own application engineer during implementation and post-implementation period for the purpose of ensuring any Applications are functioning as determined during the implementation and Solventum software update process.
- B.14. Application update validation** – Application functionality and readiness as part of the update process will be the responsibility of Client. Client will be responsible for validating noted functionality as part of the update process.
- B.15. Application environment**— Client will be responsible for using, maintaining, and supporting the Solventum Application components installed within the Client's environment.

**C. Modifications to the Managed Cloud Services.** Adding or removing Solventum products, or significant changes to the number of users or data ingested in Solventum Applications, may require changes to the sizing of the Managed Cloud Services. This will require a resizing to be completed by Solventum and may alter the fees for Managed Cloud Services, which such fees and changes will be by way of a mutually executed amendment to the Agreement.

## ATTACHMENT A TO ATTACHMENT 1

### 3M™ CODING AND REIMBURSEMENT™ SYSTEM CLOUD HOSTING SERVICE LEVEL ASSURANCE

In connection with the 3M Coding and Reimbursement System Cloud Management services procured by Client, Solventum will, at no additional cost to Client, meet or exceed the requirements set forth in this Service Level Assurance ("SLA").

Capitalized terms used and not otherwise defined herein, that are defined in this SLA, shall have the meanings given such terms in the Agreement. As used in this SLA, the following terms shall have the following meanings:

#### 1. DEFINITIONS.

"**Solventum Community Cloud**" means a multi-tenant platform which includes any services provided to Client utilizing the Solventum Community Cloud, including, without limitation, Retrospective reporting, and Nosology Edits.

"**Down Network**" means if no traffic is able to traverse the Network as the result of a failure in the Cloud Infrastructure.

"**Down System**" is when the System experiences a failure, making the System unavailable to all users at the same time.

"**Network**" means the VPN Connection, the portion of the Solventum network extending from the Solventum-supplied Client-premise equipment (CPE) in your Data Center to ingress/egress point of the Cloud Infrastructure.

"**Service Fee**" means the fees paid for the Coding and Reimbursement System Cloud Hosting (CODING CLOUD HOSTING) services to which the service level applies, in the billing period in which the event giving rise to a credit first occurred.

"**System**" means the Cloud Infrastructure that is required to run the Coding and Reimbursement System application, as well as the Coding and Reimbursement System application itself.

#### 2. CLOUD HOSTING MINIMUM ACCEPTABLE SERVICE LEVELS (MASL)

- a. **Availability.** Solventum will use commercially reasonable efforts to ensure the System and Network will be available 99% of the time in the contractually specified billing period. The System and Network shall be deemed available unless: (i) all active users are unable to launch the Coding and Reimbursement System application outside of the agreed upon maintenance and update windows, or (ii) one of the major components of the application fail to load properly for all users (ex: CRS, autosuggested codes, Edit Engine, document viewer, etc.), or (iii) there is a need for emergency actions required to ensure the integrity and security of the Cloud Infrastructure, or (iv) a critical application patch is required outside of the planned maintenance and update windows to restore application functionality. "Available" means the availability percentage calculated, for a given billing period, as follows:  $1 - (\text{system unplanned downtime}) / (\text{total possible system availability})$ . If Solventum systems are not available to Client 99% annually, Client will be eligible for a credit calculated as a percentage of the Service Fee for the affected production System in the contractually specified billing period as follows:

Down System / Down Network Credit:

< 99%	2%
< 98%	5%

#### 3. SERVICE CREDIT APPLICABILITY

- a. **MASL Targets.** For the MASL target defined in Section 2 above ("MASL Target"), the measurement window shall, in all cases, be for the current billing period. In the event of any failure by Solventum in any given measurement window to meet the MASL Target, a fee reduction will be imposed on Solventum ("Service Credit"). Such Service Credit for a failure to meet the MASL Target shall equal the value specified in Section 2, subject to the cumulative maximum set forth herein.
- b. Service Credits may only be used as credit against a future Solventum invoice associated with the Agreement.
- c. Service Credits require you to have paid any outstanding invoices and expire upon termination of the Agreement.
- d. Service Credits are the sole and exclusive remedy for any failure by Solventum to meet its obligations under this SLA.

- e. The maximum cumulative Service Credit for Solventum's failure to meet the MASL Target in each annual billing period of this Agreement shall be 5% of the Coding and Reimbursement System Cloud Hosting (CODING CLOUD HOSTING) services fee, regardless of how many failures happen in a billing period.

#### 4. CREDIT REQUEST PROCESS

- a. **Support Ticket.** Client must open support tickets in order for Solventum to be responsible for a Service Credit.
- b. **Time is of the Essence.** Tickets should be opened as close to the time when the Down System and/or Down Network is occurring. Solventum will include tickets that are reported by the Client, related to the Down System or Down Network, together with statistics available from Solventum Systems, as part of the scheduled MASL review meetings.
- c. **Down System Reviews.** Solventum and the Client will review the available information that can be coordinated based on the time of report and factors included. Solventum and the Client will then review the collective information together to reconcile information as necessary to identify what occurred for any specific outage, as possible. The outcome of each MASL meeting will be a determination of how MASL targets were met for that reporting period.

#### 5. EXCLUSIONS

The MASL commitments do not apply to any unavailability, suspension, performance issues, or termination of Solventum Services, to the extent: (i) caused by factors outside of Solventum's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Solventum Network; (ii) that result from any actions or inactions of Client (iii) that result from Client equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment or software within Solventum's direct control); (iv) that result from any emergency maintenance and/or planned, routine maintenance services for premise-based components as provided for pursuant to the Solventum product Documentation including planned upgrades or patches (Solventum or third party, on-premise or in the Solventum Community Cloud); or (v) arising from our suspension and termination of Client right to use the Managed Cloud Services in accordance with the Solventum agreement with Client's organization. If availability is impacted by factors other than those used in the defined SLA calculations, then Solventum may issue a Service Credit considering such factors at Solventum's discretion.