Traumasoft LLC

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION AND SERVICES AGREEMENT (this "Agreement") together with each Order Form governs Customer's (as defined on the Order Form) use of and access to the Software, Subscription Services, Work Product and Professional Services or such other services and products provided by Traumasoft LLC, a Florida limited liability corporation taxed as a partnership, with offices at 1111 W Centre Ave, Portage, MI 49024 ("Traumasoft"). This Agreement takes effect when Customer executes the Order Form or, if earlier, when Customer uses or accesses the Software, Subscription Services, Work Product and Professional Services or such other Traumasoft services and products (the "Effective Date"). Traumasoft and Customer may be referred to herein each individual as a "Party" and together as the "Parties".

Recitals. Traumasoft is the owner of certain proprietary software, and Traumasoft, either directly or indirectly, offers certain services, all of which are more specifically described on Customer's Order Form(s). Traumasoft desires to provide Customer access and Customer desires access to the Software, Subscription Services, Work Product and Professional Services or such other Traumasoft services and products set forth on an Order Form.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

PART ONE – SUBSCRIPTION SERVICES.

1. Access to the Subscription Services. Subject to and conditioned on Customer's timely payment of the Fees in accordance with Section 9 hereof and compliance with the terms and conditions of this Agreement, Traumasoft grants Customer a restricted, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Subscription Services solely for Customer's internal business use.

1.1. The Software is located on servers that are controlled by Traumasoft. Customer may access the Software but has no right to receive a copy of the object code or source code to the Software.

1.2. Customer must have a high-speed Internet connection, and hardware and software that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Traumasoft's responsibility.

1.3. Traumasoft regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes.

1.4. Traumasoft recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Subscription Services as soon as the version becomes available. However, Traumasoft will not support old versions indefinitely. Traumasoft has policy that sets out what happens when old versions reach end-of-life (to view the current policy, click on this link). When an old version used by Customer is at end-of-life, Traumasoft may remove Customer's access to that version and upgrade Customer to a new version.

1.5 Traumasoft reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software, Subscription Services, Work Product and Documentation and, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Traumasoft IP"). Customer acknowledges that all right, title, and interest in and to the Traumasoft IP, is, and at all times shall remain, the sole and exclusive property of Traumasoft.

1.6. Customer shall: (i) be responsible and liable for all uses of the Software, Subscription Services, Work Product and Documentation resulting from access provided by Customer to any Authorized User (as hereinafter defined) or third party, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement; (ii) be responsible and liable for Authorized Users' compliance with this Agreement; (iii) be solely responsible for the

accuracy, quality, integrity, and legality of Customer Data and of the means by which it acquired or uses Customer Data; (iv) prevent unauthorized access to or use of the Software, and promptly notify Traumasoft of any such unauthorized access or use; (v) use the Software, Work Product, and Subscription Services only in accordance with the Documentation and applicable laws and government regulations; (vi) be responsible for all acts and omissions of Authorized Users, and any act or omission by a Authorized User that would constitute a breach of this Agreement if taken by Customer, which will be deemed a breach of this Agreement by Customer; (vii) make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, Subscription Services, Work Product and Documentation, and shall cause all such Authorized Users to comply with such provisions; and (viii) be solely responsible for gaining access to or use of the Software, Subscription Services, Work Product and Documentation, and Traumasoft shall bear no responsibility or liability for problems arising from or related to Customer's access or use thereof. During the Term, Customer will deploy, at its sole expense, a reputable industry recognized, non-free-ware, anti-virus solution. Such anti-virus solution must automatically obtain daily virus definition updates and load such updates on all of Customer's computer and other devices. Traumasoft reserves the right to audit, at any time, Customer's computer and other devices to determine compliance with this Section 1.6. If Customer fails to adhere to this Section 1.6, Traumasoft may deny Customer's access to or use of Traumasoft's system, the Software, and the Subscription Services for those devices that do not have anti-virus with active automatic updates until such time as Customer deploys an anti-virus solution pursuant to this Section 1.6.

2. Conditions of Use and Limitations on Use. The Subscription Services provided to Customer are non-exclusive, non-transferable (except as provided in Section 17.4), and are for Customer's internal business use only. Customer's right to use the Subscription Services is conditional upon the following. Customer may not:

2.1. transfer to any other person any of its rights to use the Subscription Services;

2.2. sell, rent lease, lend, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services, Software, Work Product or Documentation;

2.3. make the Subscription Services available to anyone who is not an "Authorized User". An Authorized User is (i) an employee of Customer, whether as named or concurrent users, or (ii) a third-party outsourced service provider ("Outsourced Service Provider) (e.g. billing, payroll, etc.) of Customer: (a) if such Outsourced Service Provider is already authorized by Traumasoft to have such user access under a separate, written, and mutually agreed upon partnership agreement or (b) the Customer receives written approval from Traumasoft authorizing user access for such Outsourced Service Provider.

2.4. copy, modify, or create any derivative works based upon the Subscription Services or Documentation, in whole or in part;

2.5. copy any feature, design or graphic in, or reverse engineer the Software;

2.6. access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if Customer is an employee of a Traumasoft competitor;

2.7. use the Subscription Services in a way that violates any criminal or civil law or use the Subscription Services or Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy and medical records (e.g., HIPAA) rights;

2.8. interfere with or disrupt the integrity or performance of the Software, Subscription Services, Work Product, or third-party data contained therein;

2.9. interfere with or disrupt the integrity or performance of the Software, Subscription Services, or the data contained therein;

2.10. harass or interfere with another user's use and enjoyment of the Software or the Subscription Services provided by Traumasoft;

2.11. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software or proprietary component of the Subscription Services, Software, Work Product, or Documentation, in whole or in part;

2.12. remove any proprietary notices from the Subscription Services, Software, Work Product, or Documentation;

2.13. use the Subscription Services, Software, Work Product, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

2.14. violate the terms and conditions of this Agreement or any terms and conditions posted on the Subscription Services, Software, Work Product, or Documentation, including, without limitation, any Traumasoft terms of use;

2.15. load test the Subscription Services in order to test scalability; or

2.16. exceed the usage limits listed in the Order Form.

Traumasoft may, without liability or notice to Customer, remove or delete any material, including Customer Data, stored in the Software that Traumasoft determines, in its sole discretion, violates any of the guidelines or provisions set forth in this Agreement, provided however, prior to removing or deleting any Protected Health Information from the Software, Traumasoft shall first either retain a copy of such information outside of the Software and provide such copy to Customer or provide Customer with prior written notice of the impending removal or deletion and a reasonable opportunity to copy such information prior to removal or deletion. In addition to any other remedies Traumasoft may have, Traumasoft reserves the right to terminate any or all of the logins provided to Customer or any Authorized User immediately and without notice, if Traumasoft becomes aware or determines that Customer or any Authorized User is violating Section 2.1 through 2.16. Customer shall be responsible for verifying the accuracy of results produced using the Software and Subscription Services and for proper use of any forms provided by Traumasoft. Traumasoft will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of any terminations or suspensions described in this Section 2 or this Agreement.

3. Customer Data.
3.1. Customer must provide all data for use in the Subscription Services, and Traumasoft is not obliged to modify or add to the Customer Data. Customer is solely responsible for the content and accuracy of the Customer Data.
3.2. As between Traumasoft and Customer, Customer exclusively owns all rights, title, and interest in and to all Customer Data. During the Term, Traumasoft may receive access to the Customer Data and may use and disclose such Customer Data as set forth herein. Customer represents and warrants that it has complied with all applicable laws, including but not limited to data protection and healthcare laws and regulations, including HIPAA, and has and will obtain consents and all right, title, and interest in and to any Customer Data provided hereunder, which may be necessary for Traumasoft to process such Customer Data for the purposes set forth herein, including in connection with the analysis and monitoring of Customer and its Authorized Users' use of the Software, Subscription Services, and Documentation and in connection with the business and information security operations of Customer and Traumasoft. Customer is and will remain solely responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Customer Data by Traumasoft provided that such actions are in accordance with this Agreement or under Customer's control or within its possession.
3.3. Traumasoft must keep the Customer Data confidential in accordance with Section 12 of this Agreement.
3.4. Traumasoft will maintain reasonable and appropriate security standards to protect the security and integrity of Customer Data. Traumasoft and its authorized employees and contractors shall only process, access, and use Customer Data for purposes of providing the Subscription Services, Software, Professional Services and activities reasonably related thereto, and other associated services under this Agreement. Traumasoft shall not collect, use, retain, disclose, sell (for monetary or other valuable consideration), or otherwise make such Customers Data available for Traumasoft's own commercial purposes, except as otherwise set forth in this Agreement, including Section 3.4.2 or as otherwise is necessary to comply with applicable law. Traumasoft shall use commercially reasonable efforts to promptly comply with any reasonable request from the Customer requiring Traumasoft to provide, amend, transfer, or delete the Customer Data and assist with Customer's obligations to respond to individual's exercising their privacy rights, each as required by applicable law. However, Traumasoft:
3.4.1. may observe and report back to Customer on Customer's usage of the Subscription Services and make recommendations for improved usage of the Subscription Services;
3.4.2. may create statistical reports, benchmarking, and other data reports and solutions relating to the Software or the Subscription utilizing transaction data and usage data, provided such reports and solutions contain only de-identified data that meets the de-identification standards as defined by HIPAA ("Aggregate Data"). Such reports may be reported, delivered, and sold publicly to third parties. Traumasoft may, from time to time, offer benchmarking programs to facilitate deeper analysis into commercial trends for companies wishing to participate. If applicable, Traumasoft will use commercially reasonable efforts to operate benchmarking programs and data reports and solutions according to HIPAA regulations and reasonable industry standards that protect the confidentiality of each Customer's information. If applicable, Traumasoft will use commercially reasonable efforts to operate benchmarking programs and data reports and solutions according to reasonable industry standards that protect the confidentiality of each Customer's Confidential Information. Traumasoft shall further not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually so require downstream recipients of any such data (including such data contained in any reports or benchmarking programs described in this

Section 3.4.2). All Aggregate Data and associated reports described in this Section 3.4.2 shall be Traumasoft's Confidential Information and shall not be considered Confidential Information of Customer.

3.5. Traumasoft must use commercially reasonable efforts to back up Customer Data once in each 24-hour period.

4. Warranties; Proprietary Rights.

4.1. Traumasoft Warranties.

4.1.1 Traumasoft warrants that: (i) the Subscription Services, when used in accordance with this Agreement and the Documentation, will function substantially as described in the Documentation; and (ii) to its actual knowledge and as of the Effective Date, Traumasoft owns or otherwise has the right to provide the Subscription Services to Customer under this Agreement. The remedies set out in this Section 4.1.1 are Customer's exclusive remedies for breach of either warranty.

4.1.2.   If the Subscription Services do not function substantially in accordance with the Documentation, Traumasoft must, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this Agreement, in which case Traumasoft shall refund to Customer all fees pre-paid to Traumasoft under the relevant Order Form for unused Subscription Services. The remedies set forth in this Section 4.1.2 are exclusive and Customer's sole remedies and Traumasoft's sole liability under the limited warranty set forth in this Section 4.1.2.

4.1.3. If the normal operation, possession or use of the Subscription Services by Customer in accordance with this Agreement and the Documentation is found to infringe any third party U.S. intellectual property right or Traumasoft believes that this is likely, Traumasoft must, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Traumasoft shall refund to Customer all fees pre-paid to Traumasoft under the relevant Order Form for unused Subscription Services. The remedies set forth in this Section 4.1.3 are exclusive and Customer's sole remedies and Traumasoft's sole liability under the limited warranty set forth in this Section 4.1.3.

4.2   **Customer Warranties**.   Customer represents and warrants to Traumasoft that (i) it has the legal power and authority to enter into this Agreement; (ii) Customer has full right, title, and interest in and to the Customer Data it supplies to Traumasoft or enters into the Software; (iii) the Customer Data supplied by Customer to Traumasoft hereunder or entered into the Software is accurate and complete; (iv) Customer and Customer's use of the Software, Documentation, Subscription Services, and Professional Services will comply with all applicable federal, state, county, and local laws, ordinances, orders, codes, rule, and regulations; (v) Customer will use the Software, Documentation, Subscription Services, and Professional Services strictly in accordance with the terms of this Agreement; (vi) no Customer Data will infringe the intellectual property rights or other rights of any third party; (vii) Customer has secured all necessary licenses, consents, and/or authorizations for Traumasoft to use the Customer Data pursuant to the terms of this Agreement; (viii) Customer holds, and will continue to hold, all necessary consents, licenses, permits, approvals, and/or authorizations required in order to perform any and all activities permitted under this Agreement; (ix) Customer shall inform all of Customer's personnel (including, but not limited to, any agents of Customer and all Authorized Users) using the Software, Documentation, Subscription Services, and Professional Services that the use of the Software, Documentation, Subscription Services, and Professional Services is subject to the terms of this Agreement, and shall ensure compliance by such personnel (including, but not limited to, any agents of Customer and all Authorized Users) with the terms of this Agreement; (x) the performance by Customer of its obligations under this Agreement, will not violate any provision of any existing law or regulation or any order or decree of any court or the organizational documents of Customer, or constitute a material breach of any mortgage, indenture, contract, or other agreements to which Customer is a party or by which Customer is bound; and (xi) neither Customer nor its Authorized Users will transmit to Traumasoft any malicious code.

4.3. **SOLE RESPONSIBILITY**. CUSTOMER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY CUSTOMER DATA, INCLUDING, BUT NOT LIMITED TO ANY BILLING, CLINICAL, CODING, DIAGNOSTIC, MEDICAL OR OTHER INFORMATION PROVIDED BY THE SUBSCRIPTION SERVICES, SOFTWARE OR ANY OTHER TRAUMASOFT SERVICES, RESIDES SOLELY WITH THE PROVIDERS TREATING SUCH PATIENT. TRAUMASOFT DOES NOT ASSUME ANY RESPONSIBILITY FOR HOW SUCH INFORMATION IS USED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES, SOFTWARE OR ANY OTHER TRAUMASOFT SERVICES DO NOT "RECOMMEND," "SUGGEST," OR "ADVISE" PROPER PRESCRIBING OR OTHER TREATMENT DECISIONS AND THAT THE RESPONSIBILITY FOR THE MEDICAL TREATMENT, AND ANY ASSOCIATED DECISIONS REGARDING BILLING FOR MEDICAL SERVICES, RESTS WITH THE PROVIDERS TREATING SUCH PATIENT AND REVOLVES AROUND SUCH PROVIDER'S JUDGMENT AND SUCH PROVIDER'S ANALYSIS OF THE PATIENT'S CONDITION.

4.4. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE ABOVE LIMITED WARRANTY SET FORTH IN SECTION 4.1, THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE, SUBSCRIPTION SERVICES, WORK PRODUCT, PROFESSIONAL SERVICE, AND OTHER PRODUCTS SERVICES IS WITH CUSTOMER. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.1, THE TRAUMASOFT IP (INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE, SUBSCRIPTION SERVICES, WORK PRODUCT, PROFESSIONAL SERVICE, AND OTHER PRODUCTS SERVICES) IS PROVIDED "AS IS" AND TRAUMASOFT AND TRAUMASOFT'S AFFILIATES, SUBSIDIARIES, NOMINEES AND/OR RELATED PARTIES, AND ANY PROVIDERS OF INFORMATION OR SERVICES TO TRAUMASOFT DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, TRAUMASOFT MAKES NO WARRANTY OF ANY KIND THAT THE TRAUMASOFT IP (INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE, SUBSCRIPTION SERVICES, WORK PRODUCT, PROFESSIONAL SERVICE, AND OTHER PRODUCTS SERVICES), OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, UNINTERRUPTED, OR ERROR FREE OR THAT ERRORS IN THE SOFTWARE OR PRODUCTS OF THE SUPPORT WILL BE CORRECTED. TRAUMASOFT'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF TRAUMASOFT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, SUBSCRIPTION SERVICES, WORK PRODUCT, PROFESSIONAL SERVICE, AND OTHER PRODUCTS SERVICES. THE PARTIES AGREE THAT THE FAILURE OF THE SOFTWARE OR SUBSCRIPTION SERVICES TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION OR A DECREASE IN THE FUNCTIONALITY OF THE SOFTWARE WHICH CANNOT BE REMEDIED SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN.

4.5. However, Traumasoft has no warranty obligations for:
4.5.1. the extent that Software has been modified by Customer or any third party, unless the modification has been approved in writing by Traumasoft;
4.5.2. a version of the Subscription Services that has passed its end-of-life date (see Section 1.4);
4.5.3. problems in the Subscription Services caused by any third party software or hardware, by accidental damage or by other matters beyond Traumasoft's reasonable control; or,
4.5.4 use of the Software, Subscription Services, Documentation, or the Professional Services in combination with hardware, software, or other technology not provided by Traumasoft: (A) that is forbidden by the Documentation; or (B) that is not designated in the Documentation as available for interface with the Software, Subscription Services, or the Professional Services, unless such hardware or software is a host computer, operating system, or other type of hardware or software necessary for the Software, Subscription Services, or the Professional Services to perform a function listed in the Documentation.

4.6. **Proprietary Rights.**

4.6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Traumasoft reserves all rights, title, and interest in and to the Software, Documentation, Subscription Services, Work Product, and products and services thereof, including all Traumasoft IP. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.6.2. Feedback. If Customer or any of its employees, consultants, agents, or contractors sends or transmits any communications or materials to Traumasoft by mail, email, telephone, or otherwise, suggesting or recommending changes to the Traumasoft IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Traumasoft is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Traumasoft on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Traumasoft is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Traumasoft is not required to use any Feedback.

PART TWO – PROFESSIONAL SERVICES.
5. Professional Services Warranties. Traumasoft warrants that (i) the Work Product will substantially conform to the specifications set forth in Statement of Work; and (ii) the Professional Services will be performed with reasonable skill, care and diligence. The remedies set out in Section 5.1 are Customer's exclusive remedies for breach of either warranty.
5.1. If the Professional Services do not conform to the Statement of Work or are not performed with reasonable skill, care and diligence, Traumasoft shall re-perform the Professional Services to the extent necessary to correct the defective performance.
5.2 Upon delivery of any Professional Services that have written acceptance criteria set forth in the applicable Statement of Work (the "Acceptance Criteria), Customer shall have a period of five (5) business days (the "Acceptance Period") to review and test the deliverables to ensure that they conform to the Acceptance Criteria. If Customer identifies any non-conformities or deficiencies in the Acceptance Criteria for any specific deliverables, Customer must notify Traumasoft in writing within the Acceptance Period, providing detailed information about the nature of the non-conformities or deficiencies. If Customer does not provide such written notice within the Acceptance Period, the deliverables shall be deemed accepted by Customer. Acceptance of the deliverables shall not be unreasonably withheld or delayed by Customer. If the Statement of Work specifies a different acceptance period or process, the terms of the Statement of Work shall prevail.
5.3 Any Professional Services provided pursuant to a Statement of Work without Acceptance Criteria shall be deemed accepted upon performance of the Professional Services or delivery of the deliverables.

6. Customer's Responsibilities. Customer must provide Traumasoft with all information, access, and full good faith cooperation reasonably necessary to enable Traumasoft to deliver the Professional Services, and must do anything that is identified in the Statement of Work as Customer's responsibility. If Customer fails to do this, Traumasoft will be relieved of its obligations to the extent that the obligations are dependent upon Customer's performance.
6.1 Any requests for training beyond what is specified in the Order Form must be made in writing to Traumasoft within six (6) months following the effective date of the Agreement, as outlined in the corresponding Order Form(s). Any requests made after this will be scoped and billed at Traumasoft's then current, standard professional services rate and will be provided and due and payable in accordance with this Agreement.

7. Intellectual Property Ownership. Traumasoft solely owns the intellectual property in the Work Product. Upon payment in full of any amounts due for Professional Services, Customer shall have a non-exclusive, non-transferable (except as provided in Section 17.4) right to use the Work Product for Customer's internal business purposes. This right shall continue for so long as, and be subject to the same terms and conditions as the right to use the Subscription Services.

PART THREE – GENERAL.
8. Term of Agreement.
8.1 Unless otherwise set forth in the Order Form or other terminated earlier pursuant to this Agreement's express provisions, this Agreement will remain in effect for thirty six (36) months from the Effective Date ("Initial Term") and shall automatically renew for successive twelve (12) month periods ("Renewal Term") upon Traumasoft's prevailing terms and conditions unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and any Renewal Term, if any, shall be referred to herein as "Term". If any Order Form under this Agreement remains active beyond the Term, this Agreement shall remain in place until the expiration of all such Order Form(s).
8.2 If Customer initially purchases Subscription Services for a term, and subsequently orders additional product(s), the Term automatically reset to renew for successive twelve (12) month periods.
8.3 Billing for the Services provided under this Agreement shall commence three (3) months following the Effective Date, as outlined in the corresponding Order Form(s) (the "Billing Start Date"). Any changes to the Billing Start Date must be mutually agreed upon in writing and appended to the Order Form(s) under this Agreement. Such modifications shall only be considered valid when signed by authorized representatives of both the Customer and Traumasoft.

9. Payments. Customer must pay the fees listed in the relevant Order Form.
9.1 Unless otherwise set forth on the Order Form, all Fees are due and payable within thirty (30) days of the invoice date without offset or deduction. Except as otherwise specified herein or in an Order Form or a Statement of Work, (i) Fees are quoted and payable in United States dollars unless otherwise specified in Order Form; (ii) Fees for the Subscription Services are based upon the number of Authorized Users and number and types of Subscriptions Services and Professional Services; (iii) payment obligations for Subscriptions Services and Professional Services ordered pursuant to Order Forms or Statement of Works are non-cancelable and all Fees paid are non-refundable; and (iv) additional Subscriptions Services for additional Authorized Users may be added at the then current Traumasoft pricing for the current Subscription Services. Unless otherwise set forth in the Order Form, Fees for Subscriptions Services and Professional Services are on an annual basis.
9.2 Unless otherwise stated in the Order Form or Statement of Work, all Fees and any related costs are due net thirty (30) days from the invoice date. If Customer fails to make any payment when due, without limiting Traumasoft's other rights and remedies: (i) Traumasoft may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Traumasoft for all reasonable costs incurred by Traumasoft in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days beyond the due date, Traumasoft may suspend Customer's and its Authorized Users' access to any portion or all of the Software, Maintenance or Subscription until such amounts are paid in full.
9.3 After the initial twelve (12) months of the Term, the Fees shall increase each 12 month period by up to the greater of (i) 5% or (ii) the Increase in CPI *plus* two percent (2%) to account for inflation, development enhancements, increased costs of doing business, and otherwise.
9.4 Except as otherwise specified herein or in an Order Form or SOW, Fees for the Subscription will be charged each month in advance on the first day of such month and shall be due and payable on such date, and all such Fees shall be paid in accordance with the applicable payment authorization form: (i) by charge to Customer's credit card, or (ii) by ACH to the account designated by Traumasoft in writing. Customer agrees to provide authorization to Traumasoft to charge Customer for the Fees via credit card or ACH, as applicable. Fees for Professional Services or Support will be paid in the same manner as described above for Fees for Subscription or will be invoiced in advance and otherwise in accordance with the relevant Order Form or SOW. Unless otherwise stated in the Order Form or SOW, all Fees and any related costs are due net thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information in the Software.
For the avoidance of doubt, Customer authorizes us and our payment processors to use their Payment Information to satisfy their payment obligations for Fees owed to us under any agreement they have with us. For credit card payments, Traumasoft may impose a surcharge fee not to exceed the cost of processing the credit card, subject to applicable state laws. If a surcharge fee is applied, the amount will be shown on the invoice as a separate line item, and included in the total amount charged to the credit card.
Customer agrees to follow NACHA rules applicable to ACH transactions. Customer agrees to not dispute scheduled transactions with their bank so long as the transactions correspond to this Agreement (as updated from time to time

in accordance with this Agreement). Customer understands that because these are electronic transactions, funds may be withdrawn from the account immediately. If an ACH debit transaction is rejected for any reason, Customer understands Traumasoft may continue to re-process the ACH debit transaction (for the amount due and applicable cost fees as explained in this Section) after the first ACH attempt. Further, Customer understands that Traumasoft may also impose a fee for each declined transaction, as permitted by applicable law, and that fees for declined transactions may be in the amount of $33.00 or the maximum rate allowed by law per declined transaction.

9.5 Customer authorization Traumasoft to automatically use ACH debit for payment of Fees on the due dates will remain in full force and effect until you send us written notice revoking the authorization at least 30 days prior to the next payment due date. Revocation of ACH Debit authorization does not relieve Customer from payment obligations under this Agreement or other applicable agreements. If Customer revokes authorization for Traumasoft to automatically use ACH debit for payment of Fees, then (i) all Fees for the remaining subscription term(s), if any, will immediately be due and payable in full and (ii) Customer will not be able to use or access the Subscription Services or any other products and services for unpaid term(s).

9.6. Taxes. All Fees are exclusive of all local, state, federal and foreign taxes, levies, duties of any nature or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes assessable by any federal, state, provincial, local, or foreign jurisdiction ("Taxes"). Customer is responsible for payment of all Taxes, excluding taxes owed by Traumasoft based on Traumasoft s net income. If Traumasoft has the legal obligation to pay or collect taxes for which Customer is responsible pursuant to this Section 9.6, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Traumasoft with a valid tax exemption certificate authorized by an appropriate taxing authority prior to the payment of any applicable Taxes.

9.7. No Offset. Under no circumstances shall Customer withhold any sums due under this Agreement, whether by means of set-off or otherwise, nor shall it pay any sums due under this Agreement to any third party instead of Traumasoft, without the prior written consent of Traumasoft or as required by court order. Any sums so withheld or paid to a third party shall accrue interest under Section 9.2 until received by Traumasoft.

10. Termination and Suspension.

10.1 Either Party may terminate this Agreement (i) effective on written notice if the other Party materially breach this Agreement, and such breach (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (other than for payment default or breaches of confidentiality), for which the non-breaching party may terminate if such breach remains uncured five (5) days after the non-breaching Party provides the breaching Party with written notice of such breach; or (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Customer's breach of Sections 1 and 2 of this Agreement shall be considered a material breach.

10.2 If Customer fails to make any payment when due, without limiting Traumasoft's other rights and remedies, if such failure continues for five (5) days beyond the due date, Traumasoft may suspend Customer's and its Authorized Users' access to any portion or all of the Software, Maintenance or Subscription until such amounts are paid in full.

10.3 Notwithstanding anything to the contrary in this Agreement, Traumasoft may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Software, Maintenance or the Subscription if: (i) Traumasoft determines that (A) there is a threat or attack on any of the Traumasoft IP; (B) Customer's or any Authorized User's use of the Traumasoft IP disrupts or poses a security risk to the Traumasoft IP or to any other customer or vendor of Traumasoft; (C) Customer, or any Authorized User, is using the Traumasoft IP for fraudulent or illegal activities; (D) Customer, or any Authorized User, is violating the terms of this Agreement, the Terms of Service or the Privacy Policy; (E) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (F) Traumasoft's provision of the Software, the Maintenance or the Subscription to Customer or any Authorized User is prohibited by

applicable law; (ii) any vendor of Traumasoft has suspended or terminated Traumasoft's access to or use of any third-party services or products required to enable Customer to access the Subscription, the Maintenance or the Software; or (iii) in accordance with Section 9 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Traumasoft shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Subscription, the Maintenance or the Software following any Service Suspension. Traumasoft shall use commercially reasonable efforts to resume providing access to the Subscription, the Maintenance or the Software as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Traumasoft will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

10.4 The following sections shall survive any termination or expiration of this Agreement: Sections 1.5, 1.6, 2, 3.4, 4.3, 4.4, 4.5, 4.6, 7. 9-17 and any provisions of the Agreement, which by their express terms or clear intent survive termination or expiration of this Agreement

10.5 If Traumasoft terminates an Order Form under this Agreement because of non-payment by Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.

10.6 Upon termination of Customer's Subscription Service, Traumasoft must promptly provide Customer with all Customer Data in comma separated value (CSV) format. However, Traumasoft may retain Customer Data in backup media for an additional period of up to 12 months, or longer if required by law.

10.7 Upon termination of this Agreement, access to the Software, Subscription Services, Work Product and Professional Services or such other services and products provided by Traumasoft will terminate, and Customer will cease all use of the Software, Subscription Services, Work Product and Professional Services or such other services and products provided by Traumasoft and destroy and certify destruction of all Documentation and other Traumasoft Confidential Information. Upon any termination by either Party under Section 10, there will be no refund for any Fees paid hereunder, including but not limited to any prepaid Fees for the Software, Subscription Services, Work Product and Professional Services or such other services and products provided by Traumasoft and Customer shall be obligated to pay all Fees owed through the effective date of any termination.

11. Limitation of Liability. TRAUMASOFT SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY), EVEN IF CUSTOMER HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIPTION SERVICES, SOFTWARE, AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SUBSCRIPTION SERVICES OR WORK PRODUCT. TRAUMASOFT'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM, OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO TRAUMASOFT UNDER SUCH RELEVANT ORDER FORM DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM, OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN TRAUMASOFT AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO TRAUMASOFT. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM, OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF TRAUMASOFT'S INTELLECTUAL PROPERTY RIGHTS, CUSTOMER'S PAYMENT OBLIGATIONS, OR CUSTOMER'S BREACH OF SECTION 12 OF THIS AGREEMENT, OR IN CONNECTION WITH CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

12. Confidentiality.

12.1. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Traumasoft Confidential Information includes the Subscription Services, Software, Documentation and Work Product, which also contain valuable trade secrets that are the sole property of Traumasoft, and Customer agrees to use no less than reasonable care to prevent other parties from learning of these

trade secrets and Confidential Information. Customer must take reasonable care to prevent unauthorized access to or duplication of the Subscription Services, Software, Documentation, and Work Product.

12.2. Confidential Information includes the Customer Data, which are the sole property of Customer. Traumasoft must take reasonable care to prevent other parties from learning of these trade secrets.

12.3. Sections 12.1 and 12.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiving Party"), generally known or available; (ii) is known by the Receiving Party at the time of receiving such information, as evidenced by the Receiving Party's records; (iii) is subsequently provided to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

12.4 The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, contractors, directors, or other representatives, who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder, or as otherwise may be necessary related to the Receiving Party's legitimate business operations (collectively, "Representatives"). Customer shall require all Representatives and Users to execute an agreement protecting the confidentiality of the Traumasoft Confidential Information and with license and use restrictions consistent with the confidentiality and terms of this Agreement and shall be responsible for the acts and omissions of any such Representatives.

12.5 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to its Representatives, who have a need to know such Confidential Information.

12.6 Compelled Disclosure. Notwithstanding anything to the contrary in this Section 12, the Receiving Party may disclose Confidential Information of the Disclosing Party if the Receiving Party is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted and practicable) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

12.7 Return and Destruction of Confidential Information. Upon termination of the Agreement, Traumasoft shall have obligations related to providing Customer with a copy of the Customer Data, in a standard format Traumasoft provides such data to its other customers. Other than as necessary to fulfill such obligations, and to the extent feasible, Traumasoft shall destroy all Customer Confidential Information within a reasonable period of time after the termination of this Agreement. Notwithstanding the foregoing, Traumasoft may retain any copies of Confidential Information, including Customer Data, regardless of whether such copies are in original form, (i) reasonably necessary in respect of any litigation arising out of this Agreement; (ii) as may be required to comply with any applicable federal, state, or local law, regulation, or regulatory authority to which Traumasoft is subject; and (iii) that are maintained as archive copies on Traumasoft's disaster recovery and/or information technology backup systems.

13. Indemnification by Customer. Customer must indemnify and hold harmless Traumasoft, its affiliates, directors, and employees from any damages finally awarded against Traumasoft (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) (i) in connection with the Customer Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Customer Data; or (ii) based on Customer's or any Authorized User's (i) gross negligence or willful misconduct; (ii) use of the Software or Subscription Services in a manner not authorized by this Agreement; (iii) use of the Software or Subscription Services in combination with data, software, hardware, equipment or technology not provided by

Traumasoft or authorized by Traumasoft in writing; or (iv) modifications to the Software or Subscription Services not made by Traumasoft ("Legal Claim").

13.1. Traumasoft must give written notice to Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. Traumasoft must give Customer the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Customer and must give Customer such assistance as Customer reasonably requests to defend or settle such claim. Customer must conduct its defense at all times in a manner which is not averse to Traumasoft's interests. Traumasoft may employ its own counsel to assist it with respect to any such claim. Traumasoft must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel, or because Customer fails to

assume control of the defense. Traumasoft must not settle or compromise any Legal Claim without Customer's express written consent. Customer shall be relieved of its indemnification obligation under Section 13 if Traumasoft materially fails to comply with Section 13.1.

14. Publicity.
15.1. Traumasoft may list Customer as a customer and use Customer's logo on Traumasoft's website, on publicly available customer lists, and in media releases.

15. Non-Solicitation.
Customer agrees that, for the term of this Agreement and a period ending twelve (12) months following termination of this Agreement, neither it, nor its controlled affiliates, will, directly or indirectly, solicit for employment any individual employed by Traumasoft during the Term, provided, however, that the foregoing restriction on solicitations shall not restrict general solicitation of employment through advertisements or similar means that are not directed specifically at such employees.

16. Miscellaneous.
16.1. This Agreement together with the Order Form represent the entire agreement of the Parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

16.2. This Agreement may not be changed or any part waived except in writing by the Parties.

16.3. This Agreement will be governed by the laws of Michigan (excluding its choice of law rules). The Parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Michigan for any claim relating to this Agreement. The Parties hereto consent to exclusive jurisdiction and venue of such courts for the purpose of any action or proceeding brought by either of them which relates to or is in connection with this Agreement. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

16.4. Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Traumasoft. Traumasoft may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.

16.5. Customer must not export or re-export, directly or indirectly, any Subscription Services, Documentation or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations. Customer agrees that it will not distribute, transfer, or transmit products or information provided under this Agreement to any other person in violation of U.S. export regulations. If requested by Traumasoft, Customer agrees to execute written assurances and other export-related documents as may be required by Traumasoft to comply with U.S. export regulations. Each Party shall comply with the export laws and regulations of the U.S. and other applicable jurisdictions in providing and using the Software. Without limiting the foregoing, (i) each of Traumasoft and Customer represents that it is not named on any U.S. government

list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or use the Software in violation of any U.S. export embargo, prohibition, or restriction.

16.6. The Subscription Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

16.7. Notices. Except as otherwise provided herein, any notice required or permitted to be given hereunder shall be hand delivered; sent by prepaid certified mail, return receipt requested; sent by reputable overnight courier such as Federal Express; or sent by e-mail or other form of electronic communication, and shall be deemed to have been given when hand delivered, three (3) business days after deposit in the U.S. mail, one (1) business day after timely deposit with an overnight courier, or upon receipt if sent by e-mail or other form of electronic communication, as the case may be. All notices shall be sent or delivered to the respective address specified below, except that either Party, upon notice to the other Party as provided for herein, may change the address to which further notices shall be sent to the addresses for the respective Parties set forth on the Order Form.

16.8. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement.

16.9. Modifications and Amendments. This Agreement, including any Order Form(s) attached hereto and incorporated herein, may only be amended by writing executed by the Parties hereto. Notwithstanding the aforementioned requirement, the Parties agree that the Order Form(s) or Statement of Work(s) attached hereto can be amended by e-mail transmission and acknowledgment by both parties of requests for amendments for the limited purposes of adding or removing the optional features or Authorized Users. Notwithstanding anything to the contrary contained herein, Traumasoft reserves the right, in its sole discretion to make any changes to the Agreement, Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services that it deems necessary or useful, including but not limited to, for the following: (a) to maintain or enhance: (i) the quality or delivery of the Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services to its customers, (ii) the competitive strength of or market for the Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services, or (iii) the Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services cost efficiency or performance; or (b) to comply with applicable laws or regulations. Notwithstanding anything to the contrary contained herein, Traumasoft may modify or amend this Agreement at any time and will post access to details of any modifications or amendments to this Agreement on [URL]. Changes will not apply retroactively and generally will become effective thirty (30) days after they are posted. However, changes addressing new functions for a product or service or made for legal reasons will be effective immediately. If you don't agree to any modified or amended terms in the Agreement, you must stop using the Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services. Your continued use of the Documentation, Subscription Service, Software, Work Product Professional Services, or other associated services after the effective date of any changes constitutes your agreement to follow and be bound by such changes.

16.10. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party waving its rights. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any failure or delay to demand strict performance of one (1) or more of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and any Party may at any time demand strict and complete performance of said terms,

covenants, and conditions, and such failure or delay will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

16.11. Force Majeure. Traumasoft shall have no liability to Customer if Traumasoft is prevented from or delayed in performing its obligations under this Agreement by acts, events, omissions or accidents beyond its reasonable control, including but not limited to, strikes, lockouts, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, fire, flood, or storm.

16.12. No Partnership/Agency. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other.

16.13. Counterparts; Electronic Execution of Agreement. This Agreement, any Order Form, and any Statement of Work may be executed in counterparts (including .pdf signatures and electronic signatures), each of which shall be deemed to be an original. This Agreement, any Order Form, and any Statement of Work may also be entered into by electronic means. Customer may communicate its acceptance of this Agreement, any Order Form, and any Statement of Work by any electronic means which indicates to Traumasoft that Customer desires to enter into this Agreement, any Order Form, any Statement of Work, and/or obtain the Subscription Services and/or Professional Services, including, but not limited to, by (i) email; (ii) clicking on an agreement or consent button, box, or icon on the Traumasoft Website designed to solicit acceptance of this Agreement; or (iii) completing an electronic Order Form or Statement of Work on the Traumasoft Website or received via email and submitting it to Traumasoft. Traumasoft may likewise indicate its consent to this Agreement, any Order Form, and any Statement of Work and may also indicate its consent to this Agreement, any Order Form, and any Statement of Work by providing access to the Subscription, Services, Software and/or Support to Customer following acceptance of this Agreement, any Order Form, and any Statement of Work by Customer.

16.14. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16.15. Titles. The section headings used in this Agreement are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Agreement.

16.16. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

16.17. Interpretation of Certain Terms. Any words herein used in the singular shall denote the plural as the context so requires and, when used herein in the plural, shall denote the singular as the context so requires. Pronouns used herein, whether masculine, feminine, or neuter, shall be interpreted as the context so requires. The word "including" shall mean "including without limitation." Any reference to any federal, state, or local law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

16.18. Insurance. Customer, at its sole cost and expense, shall purchase and carry appropriate levels of insurance coverage that are prudent and customary in the businesses in which Customer is engaged and maintain it in full force and effect during the term of this Agreement for the benefit of both Customer and Traumasoft. Such policies may not be canceled without providing Traumasoft with at least thirty (30) days' prior notice of cancellation.

16.19. Attorneys' Fees. Customer shall be responsible for Traumasoft's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

PART FOUR – DEFINITIONS.

17. Definitions.

17.1. "Customer Data" means any electronic information stored in the Software database.

17.2. "Documentation" means user documentation provided electronically by Traumasoft for use with the Subscription Services, as periodically updated.

17.3. "Fees" means the fees set forth in the Order Form and Section 9 hereof.

17.4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act, and the privacy, security, breach notification, and enforcement regulations promulgated pursuant thereto at 45 C.F.R. Parts 160, 162, and 164.

17.5. "Order Form" means a document provided by Traumasoft and signed by Customer that describes Traumasoft's service offering.

17.6. "Payment Information" includes Name on Account, Bank Name, Bank City/State, Account #, and Bank Routing Number for ACH and Card number, Cardholder Name, Expiration Date, CVV, and Billing Address for credit card.

17.7. "Professional Services" means the training, consulting, development and other professional services identified on a Statement of Work, but does not include the Subscription Services.

17.8. "Protected Health Information" means protected health information (as defined at 45 C.F.R. § 160.103).

17.9. "Statement of Work" means a document provided by Traumasoft and signed by Customer that describes the Professional Services to be provided by Traumasoft to Customer.

17.10. "Software" means the software whose functionality is described in the Order Form.

17.11. "Subscription Services" means the hosted customer experience solutions identified in an Order Form, and any modifications periodically made by Traumasoft, but does not include the Professional Services.

17.12. "Term" means the period of time during which Traumasoft is required to provide Customer with the Subscription Services.

17.13. "Work Product" means object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any works and other materials developed by Traumasoft in providing the Professional Services to Customer.

17.14. "Increase in CPI" means the unadjusted percentage increase, if any, in the Consumer Price Index for All Urban Consumers: U.S. City Average, All Items ("CPI-U") for the month of the Effective Date when compared to the CPI-U for the Reference Month for the preceding calendar year, based upon the specific CPI-U data published by the United States Bureau of Labor Statistics ("BLS") on its website located at https://www.bls.gov/cpi/ (or any BLS successor website).