

Subscription Service Agreement

This Subscription Service Agreement (this "**Agreement**"), effective as of the date of the last signature (the "**Effective Date**"), is by and between Bamboo Health, Inc., a Delaware corporation with offices located at 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223 ("**Provider**") and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Service to its customers; and

WHEREAS, Customer desires to access the Service, and Provider desires to provide Customer access to the Service, subject to the terms and conditions of this Agreement.

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 agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Service, which is used by Provider in an aggregate manner, to include, compiling statistical and performance information related to the provision and operation of the Service. In no event will Aggregated Statistics include PHI.

(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Service under the rights granted to Customer pursuant to this Agreement and/or supplemental agreements with a Governmental Authority-owned network residing on the OpenBeds® platform.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Service.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Service provided by Provider to Customer either electronically or in hard copy form.

(e) "**Governmental Authority**" means (i) any federal, state, local, or foreign government, and any political subdivision of any of the foregoing, (ii) any agency or instrumentality of any such government or political subdivision, (iii) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations, or orders have the force of law), and (iv) any arbitrator, court or tribunal of competent jurisdiction.

(f) "**Network Administrator**" means any Governmental Authority who has entered into a contract with the Provider in order to create a Referral Network.

(g) "**Provider IP**" means the Service, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Service, but does not include Customer Data.

(h) "**Referral Network**" means the entire collection of Provider's customers who use a common instance of the Service in a specific manner defined by the contract with the Network Administrator.

(i) "**Service**" means the software-as-a-service offering of the OpenBeds® Platform described in **Exhibit A**.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(h)) right to access and use the Service during the Term, solely for use by Authorized Users and authorized agencies in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(h)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Service.

(c) Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; or (v) use the Service 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.

(d) Reservation of Rights. Provider 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 Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized End User's access to any portion or all of

the Service if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized End User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized End User, is using the Provider IP for fraudulent or illegal activities; (D) 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 (E) Provider's provision of the Service to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party service or products required to enable Customer to access the Service; or (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider 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 Service following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider 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.

(f) Aggregated Statistics and Use of Data.

(i) Provider is firmly committed to improve healthcare access and delivery through the use of its technology and continuous process improvement and, therefore, may periodically collect, use and process Aggregated Statistics from Customer and other network members. Provider may compile statistical information related to the performance of the Service for purposes of improving the Service.

(ii) Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Service and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Service. Customer agrees that Provider may (a) make Aggregated Statistics available to the Network Administrator (in report form) in compliance with its contractual obligations to Network Administrator, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(iii) For the avoidance of doubt, nothing in this Section 2(f) shall permit Provider to use or disclose PHI in any manner that is not explicitly permitted under this Agreement or the BAA (as defined below).

(g) Data and Analytics. Upon Customer's request and mutually agreed upon payment terms, on a case by case basis, Provider shall deliver to Customer any data or analytics beyond the services included within the OpenBeds® platform that relates to Customer's services and operations in a format the parties shall mutually agree upon in writing.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Service and shall cause Authorized Users to comply with such provisions.

(b) Hardware Obligations. Customer shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the Service. Any hardware or devices in use must meet the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements as agreed to in the Business Associate Agreement ("BAA") which is attached to and incorporated into this Agreement as **Exhibit C**.

(c) Anti-Virus Obligations. Customer shall be responsible for implementing, maintaining, and updating all necessary processes and procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties.

(d) Customer Use of Service. Customer shall abide by all Governmental Authority laws and regulations applicable to its use of the Service, use the Service only for permitted purposes under this Agreement, and comply with all regulations, policies and procedures of networks connected to the Service supported by the OpenBeds® platform.

(e) Restricted Uses. Customer will not knowingly, explicitly or implicitly, upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service, modify, disassemble, decompile or reverse engineer the Service, probe, scan, test the vulnerability of, or circumvent any security mechanisms used by the sites, servers, or networks connected to Service, take any action that imposes an unreasonably or disproportionately large load of the sites, servers, or networks connected to the Service, copy or reproduce the Service, access or use any other clients' or their users' data through the Service, maliciously reduce or impair the accessibility of the Service, use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

(f) Consent for Disclosure. Where Customer provides Provider with Personal Information, Customer represents, warrants, and covenants that such Personal Information has been fairly and lawfully obtained and processed and that all data subjects have consented to the disclosure and use of their Personal Information as contemplated by this Agreement where required under applicable law. Customer agrees to immediately inform Provider of any changed circumstance which may affect the truth and/or accuracy of the foregoing.

4. Service Levels and Support. The access rights granted hereunder entitles Customer to the service levels and support described on **Exhibit A and Exhibit B**.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Service until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure

pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or, at the disclosing Party's request or permission, destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Service to Customer.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider 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 Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Service will conform in all material respects to the service levels set forth in **Exhibit A and Exhibit B** when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Service unless specifically identified in **Exhibit A or Exhibit B**. The remedies set forth in **Exhibit B** are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, 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 SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(b) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Service, or any use of the Service in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(i) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Service, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(ii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Service in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Service not made by Provider; or (C) Customer Data.

(c) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Service in a manner not authorized by this Agreement; (iii) use of the Service in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Service not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided

that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(d) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THREE MILLION U.S. DOLLARS (\$3,000,000).

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICE, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED FIVE (5) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THREE MILLION U.S. DOLLARS (\$3,000,000), WHICHEVER IS LESS.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(c) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(i) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches 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; 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.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, 12 and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Dispute Resolution.

(a) Except for actions for injunctive relief, which may be brought at any time, any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Agreement, or to the performance by either Party, or to the threatened, alleged, or actual breach thereof by either Party, which is not disposed of by mutual agreement within a period of thirty (30) days after one Party has provided written notice of the dispute to the other, shall be escalated to the executive level of the respective companies. If this review process is not successful within thirty (30) days, unless mutually extended by the Parties, then the claim, controversy or dispute shall be submitted to binding arbitration.

(b) The claim, controversy or dispute shall be arbitrated before three arbitrators, one to be selected by each Party and the third to be selected by the other two selected arbitrators. Any such arbitration shall be held in Louisville, Kentucky, and the arbitrators shall apply the substantive law of the Commonwealth of Kentucky. Arbitration may be conducted in accordance with the standard rules of the AAA Commercial Arbitration except Arbitrators may not make any award not strictly in conformance with this Agreement. The decision of the arbitrators shall be final and conclusive upon the Parties and may be entered in any court of competent jurisdiction within Kentucky.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, Exhibit C; (ii) second, this Agreement, excluding its Exhibits (except for Exhibit C); (iii) third, the Exhibit A and Exhibit B to this Agreement as of the Effective Date; and (iv) fourth, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Publicity. Customer agrees that Provider may include Customer's trademarks, name, and logos in its customer lists, press releases, marketing materials, and on its website. Upon signing this Agreement, Provider may issue a high-level press release announcing the relationship and the manner in which Customer will use the Service. Customer may require Provider to withdraw any use of Customer's trademarks, name, and logos if Customer reasonably considers that Provider's use of the trademark, name, and logo is derogatory, defamatory, or detrimental to Customer or in any way damages Customer's business or reputation.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky in each case located in the city of Louisville and County of Jefferson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Compliance with Healthcare Laws. The Parties intend that this Agreement fully complies with all federal, state, and local laws relating to relationships among entities involved in the provision of healthcare, including without limitation 42 U.S.C. § 1320a-7b(b) and 42 U.S.C. §1395nn (collectively, “**Healthcare Laws**”). The Parties have each separately adopted an organizational compliance plan to assist them in ensuring compliance with Healthcare Laws in their respective operations, and the Parties agree to cooperate reasonably with each other’s compliance efforts. No part of this Agreement is intended, and no part of this Agreement will be construed, to induce, encourage, solicit, or reimburse the referral of any patients or business, including any patients or business funded in whole or in part by a federal healthcare program. All referrals will be in the unfettered professional discretion of the referring physician or other professional. The Parties acknowledge that there is no requirement under this Agreement or any other agreement between the Parties that either Party refer any patients to each other or their respective affiliates. Nevertheless, the Parties agree that if either Party determines at any time, or for any reason, that any aspect of the terms or operation of this Agreement may be deemed to constitute a violation of Healthcare Laws, then such Party may give written notice to the other Party, and both Parties will use their best efforts to restructure their respective rights and obligations in a manner allowed by law and to amend this Agreement accordingly. If the Parties are not able to agree upon a modification of the problematic provisions of this Agreement within ten (10) days after receipt of such notice, then either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party.

(i) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(j) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary

export license or other governmental approval), that prohibit or restrict the export or re-export of the Service or any Customer Data outside the US.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BAMBOO HEALTH, INC.

[CUSTOMER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SERVICE AND PRICING

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. Services. This Service and Pricing Exhibit A is effective upon the Subscription Agreement Effective Date and documents the Service(s) being provided to Customer under the terms and conditions of the Agreement.

1.1 General Description. OpenBeds® is a SaaS platform that identifies, unifies, and tracks all behavioral health treatment inpatient beds, outpatient programs, and social resources to create a single, common network of treatment providers and referring entities. This cloud-based platform replaces inefficient and less effective manual search, communication and reporting functions and facilitates rapid transfers/referrals. It accomplishes this by providing treatment facility availability, evidence-based therapy offerings, two-way digital provider communication, and data aggregation and analytics. OpenBeds® fosters collaboration among medical and mental health providers, social services, and substance use programs. It is highly configurable, allowing both sides of the transaction to conform the platform to existing networks and protocols.

1.2 Services and Capabilities.

- Inventory of available resources; transparent capacity of inpatient and outpatient services throughout an entire network of treatment providers
- Secure digital communications between treatment center and referring entities
- Email and text notification capability
- Digital registration and authentication
- Analytics dashboard tracks utilization and referral patterns at organization, regional and state levels
- Directed referral capability to specific facility or treatment type
- Feedback regarding treatment engagement
- Connection to social and other support services
- Access to self- or family-generated referrals for treatment from a public-facing internet access point

1.3 General Support Services

1.3.1 Configuration and Registration. Bamboo Health will assist Customer to configure its services and identify and create accounts for users.

1.3.2 Provider and Administrator Training. Bamboo Health will provide one training session for users at no cost to Customer. This training is subject to the availability of Bamboo Health training staff and delivered via a combination of remote online electronic audio-video conference with Bamboo Health training personnel and/or online tutorials. Additional training may be scheduled and subject to fees in accordance with Exhibit A. Customer may also elect to

schedule in-person training with Bamboo Health training personnel, which may be subject to travel fees and expense reimbursement in accordance with Exhibit A.

1.3.3 Training Materials including operator manuals are available online through the OpenBeds® software 'Help' function and by request.

1.3.4 Customer Support available via telephone or electronic support during Bamboo Health's normal business hours in order to help Customer's authorized users locate and correct problems with the Service.

1.3.5 Technical Support available via telephone or electronic support during Bamboo Health's normal business hours in order to help Customer's authorized users specifically with platform technical glitches.

1.4. System Maintenance. Bamboo Health may take the Service offline for scheduled maintenance during periods of low usage. Bamboo Health will provide Customer with prior notice of the maintenance schedule.

1.4.1. Technical Issues Resolution Goals. See Exhibit B.

2. Pricing. There are no subscription fees for the Service under this Agreement.

EXHIBIT B

TECHNICAL ISSUES RESOLUTION GOALS

1. Severity 1: The Production system / application is down, critically impacted and there is no reasonable workaround currently.

1.1 Upon confirmation of receipt, the Company will immediately begin continuous work on the issue, and a customer resource must be available at any time to assist with problem determination.

1.2 Once the issue is reproducible or once we have identified the software defect, the Company support will provide reasonable effort for workaround or solution.

2. Severity 2: The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.

2.1 The Company will work during normal business hours starting within 7 business days to provide reasonable effort for workaround or solution, once the issue is reproducible.

3. Severity 3: The system or application is moderately affected. The issue is not critical and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround. Bamboo Health will work during normal business hours to provide reasonable effort for workaround or solution once the issue is reproducible.

4. Severity 4: Non-critical or non-serious issues. Bamboo Health will seek during normal business hours to provide a solution in future releases of the Service.

EXHIBIT C - BUSINESS ASSOCIATE AGREEMENT

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") by and between Bamboo Health, Inc., a Delaware corporation ("Business Associate"), and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] ("Covered Entity"), in consideration of the mutual promises herein, is effective as of the earlier of the following dates: the Effective Date of the services or license agreement ("Associated Agreement") or upon the date of commencement of services in which protected health information is acquired, accessed, used or disclosed. Business Associate and Covered Entity may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS AND SCOPE

WHEREAS, Business Associate provides services or goods to Covered Entity under one or more Associated Agreements. Such services or goods may include, without limitation, agreements for information technology, software, products, or professional services, and Protected Health Information, as defined herein, may be disclosed or accessed in connection with such Associated Agreements; and

WHEREAS, Business Associate and Covered Entity desire to comply with the Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations including, but without limitation, the amendments and associated regulations related to the American Recovery and Reinvestment Act of 2009 ("ARRA"), which includes the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions and subsequent HHS regulations, as all of the foregoing may have been or may in the future be amended (collectively, "HIPAA").

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following definitions:

(a) *Breach.* The acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of 45 CFR part 164 ("Subpart E") which compromises the security or privacy of the PHI; however,

(1) Breach excludes: (i) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate or Covered Entity, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under Subpart E

of this part; (ii) any inadvertent disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate or Covered Entity to another person authorized to access PHI at the same Covered Entity or Business Associate or Covered Entity, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under Subpart E of this part; and (iii) a disclosure of PHI where a Covered Entity or Business Associate or Covered Entity has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information, and (2) except as provided in subparagraph (1) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E is presumed to be a breach unless the Covered Entity or Business Associate or Covered Entity, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

(b) *Business Associate.* As qualified herein, business associate means functioning as a business associate of Covered Entity and/or another business associate pursuant an agreement and as such term is defined under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103, as may be amended from time to time.

(c) *Covered Entity.* "Covered Entity" shall mean an entity functioning as a covered entity under HIPAA and as such term is defined including, but not limited to, under 45 CFR Section 160.103, as may be amended from time to time.

(d) *HHS Privacy Regulations.* "HHS Privacy Regulations" means HIPAA's implementing regulations (45 Code of Federal Regulations part 160 and part 164, subparts A and E) as such may have been or may in the future be amended.

(e) *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g), and as may be amended from time to time.

(f) *Protected Health Information.* "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, as may be amended from time to time, and relates to information created or received by business associate from or on behalf of another business associate or a Covered Entity.

(g) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or her designee.

(h) *HHS Security Regulations.* "HHS Security Regulations" mean the security standards at 45 CFR part 164, subpart C, and as have been or may in the future be amended.

2. Obligations and Activities of Business Associate and Covered Entity related to PHI or HIPAA.

(a) The Parties agree not to use or further disclose PHI other than as permitted or required by the Associated Agreement, this BAA, or as permitted or required by law or regulation.

(b) The Parties agree to use reasonable safeguards to prevent use or disclosure of PHI in violation of this BAA, the Associated Agreement, or the applicable law, regardless of the form of PHI or whether PHI was received from or created or received by one Party on behalf of the other or a Covered Entity.

(c) The Parties agree to mitigate, to the extent practicable, any harmful effect that is known to a Party of a use or disclosure of PHI by such Party in violation of the requirements of the Associated Agreement and/or BAA.

(d) The Parties agree to notify the other, in writing, of any unauthorized disclosure or Breach of unsecured PHI of which a Party becomes aware without unreasonable delay, but in no event later than fifteen days after a Party's discovery of such unauthorized disclosure or Breach, in accordance with applicable law. Such notification shall include any available information that a Party is required to include in a notification to a Covered Entity or an Individual whose unsecured PHI has been Breached pursuant to HIPAA, including, but not limited to, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during such Breach. In the event that such information is not available at the time that a Party notifies the other of any unauthorized disclosure or Breach, such Party shall provide such information to the other promptly as such information becomes available.

(e) The Parties agree to ensure that any agent or contractor to whom a Party provides PHI under this BAA, agrees to the same restrictions and conditions that apply through this BAA to the Parties with respect to such information.

(f) To the extent required by applicable law, the Parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from the other, or created or received by or on behalf of a Covered Entity or business associate, available to the other Party or Covered Entity, or at the request of a Party or Covered Entity to the Secretary, in a time and manner designated by a Party, Covered Entity, or the Secretary, for purposes of the Secretary determining a Party's or the Parties' compliance with HIPAA.

(g) To the extent required by applicable law, the Parties agree to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity, or a business associate required to report to a Covered Entity, to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA.

(h) To the extent, if any, that the Parties maintain PHI of an Individual in a designated record set, a Party shall (i) provide an Individual, or Covered Entity, with access to such Individual's PHI in accordance with HIPAA but only to the extent permitted by and in accordance with applicable law; and (ii) make available PHI for amendment and incorporate any amendment to PHI in

accordance with HIPAA but only to the extent permitted by and in accordance with applicable law.

(j) A Party shall report to the other any of its use or disclosure of PHI that is not provided for by the Associated Agreement, this BAA, or the law of which it becomes aware.

3. Permitted Uses and Disclosures of PHI by Covered Entity. Except as otherwise permitted in this BAA, the Parties may use or disclose PHI on behalf of, or to provide services to, the other as specified in an Associated Agreement or a Covered Entity pursuant to a valid business associate agreement, provided that such use or disclosure would not violate HIPAA if done by the disclosing Party as follows:

(a) Except as otherwise limited in this BAA, the receiving Party may disclose PHI to carry out its legal responsibilities, provided that disclosures are permitted or required by law, or such Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees in writing to abide by the same terms and conditions described herein, including immediate notification to such Party of any instances of which it is aware in which the confidentiality of the information has been Breached.

(b) Receiving Party may use PHI to provide Data Aggregation services to the other or a Covered Entity, as permitted under HIPAA, to the extent specifically required under the Associated Agreement or business associate agreement with a Covered Entity.

4. Obligations of the Parties to Inform the Each Other of Privacy Practices and Individual Restrictions. To the extent provided to a Party by a Covered Entity, a Party agrees to provide the other with the following, which shall be binding upon the receiving Party:

(a) A Covered Entity's Notice of Privacy Practices that it produces in accordance with HIPAA. To the extent a Party is notified by a Covered Entity, such Party agrees to notify the receiving Party of any limitations in a Covered Entity's notice of privacy practices in accordance with HIPAA, to the extent that such limitation may affect the receiving Party's use or disclosure of PHI.

(b) Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect the receiving Party's permitted or required uses or disclosures.

(c) Any restriction on the use or disclosure of PHI that Covered Entity has agreed to and about which Covered Entity has notified a Party in accordance with HIPAA.

5. Permissible Requests. Except as specifically provided in this BAA, neither Party shall request the other Party to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the other Party.

6. HHS Security Regulations. In compliance with the HHS Security Regulations:

(a) With respect to electronic PHI, the Parties will implement security standards; administrative, physical, and technical safeguards; and reasonable policies and procedures to limit access, train staff, and prevent, detect, contain, and correct security violations, in accordance with applicable provisions of HIPAA.

(b) The Parties will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the other Party or Covered Entity as required by applicable HHS Privacy Regulations and/or HHS Security Regulations. The Parties will ensure that any agent or contractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

(c) The Parties authorize termination of the Associated Agreements(s) and this BAA if a Party determines that the other has violated a material term of this BAA, specifically including Section 6.

(d) Nothing in the provisions of Section 6 shall relieve a Party of any obligation to PHI created, used, or accessed pursuant to the Associated Agreement, other applicable contractual provisions, or requirements of applicable law, regulation, or industry practices or standards.

7. Term and Termination.

(a) *Return or Destruction of PHI at Termination.* Upon termination of the Associated Agreement or this BAA, the Parties shall destroy PHI received from the other, regardless of form, and retain no copies of such PHI except as provided herein, or, if such return or destruction is infeasible and to the extent permitted by applicable state law, extend the protections of this BAA and the Associated Agreement to such PHI, so long as the Party retains such PHI, and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

(b) *Termination for Cause.* Upon a Party's knowledge of a material breach by the other Party or if a Party knows of a pattern of activity or practice of the other Party that constitutes a material breach of the terms or obligations under this BAA, then the non-breaching Party shall:

(1) Provide a reasonable opportunity for the breaching Party to cure the breach or end the violation in the manner provided in the Associated Agreement for a material breach thereof, as applicable, or if there is no such provision, in a manner designated by the non-breaching Party. In either event, the non-breaching Party may terminate the Associated Agreement and this BAA if the breaching Party does not cure the breach or end the violation within the time specified;

(2) Notwithstanding the foregoing Section (b) (1), the non-breaching Party may immediately terminate the Associated Agreement and the BAA if the breaching Party has breached a material term of this BAA and the non-breaching Party determines that cure is not possible; or

(3) Notwithstanding the foregoing Section (b) (1) or (2), if the non-breaching Party determines that neither cure, as specified in Section (b) (1) above, nor termination, as

specified in Section (b) (2) above, is feasible, the non-breaching Party shall report the violation to the Secretary.

(c) *Termination of the Associated Agreement.* Termination of the Associated Agreement results in termination of the BAA.

8. Miscellaneous.

(a) *Regulatory References.* A reference in this BAA to a section in the HHS Privacy Regulation or HHS Security Regulation means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree that the this BAA shall be automatically amended, as is necessary, to incorporate new or modified requirements of HIPAA, HITECH, the HHS Privacy Regulations, or the HHS Security Regulations, as may be enacted or promulgated from time to time, and that no written amendment to this BAA is required in order to bind the Parties to its terms, as amended. For all other amendments to this BAA, the Parties agree to adhere to the terms for amendment as described in the Associated Agreement.

(c) *Survival.* The respective rights and obligations of the Parties under Recitals and Scope paragraph A, Sections 1, 2(a), 7(a), 8(a), and 8(c) through and including 8(g) of this BAA shall survive the termination of the BAA.

(d) *Interpretation.* Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable provisions of HIPAA, HITECH, and the HHS Privacy and Security Regulations.

Nothing herein shall be construed to add any additional rights or responsibilities to either Party that are not specifically required by HIPAA, as applicable.