Solution Terms

These Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and where applicable govern Customer's solution stated on the Order Form signed by Customer and symplr or its Affiliate. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

Access Solution Terms

1.Application. These Access Solution Terms apply to Customer's vendor and general credentialing services ("Credentialing Services") on the applicable Order Form executed by Customer.

2. Credentialing Services.

2.1   Credentialing Management Portal. symplr shall make its online general and/or vendor credentialing platform (the "Credentialing Management Portal") for Credentialing Services available to the Customer so that the Customer may store, track, manage, monitor, and maintain the credentials of persons and/or business entities that seek credentialing at Customer location(s). Additionally, Customer many also deactivate a person or entity's credential if engagement is inactive.

2.2   Customer Access. symplr hereby licenses Customer's designated administrators to (i) access the Credentialing Management Portal using administrative accounts and passwords provided by symplr, (ii) invite specified credentialing users ("Credentialing Users") to be credentialed per Customer's credentialing requirements, and (ii) maintain the Credentialing Users' information for the sole purpose of using the Credentialing Services.

2.3   Unlimited Administrative Log-ins. symplr to provide Customer with an unlimited number of administrative log-ins to the Credentialing Management Portal for purposes of managing Credentialing Users, as approved by the primary administrator on Customer account.

2.4   Credentialing User Portal. Customer hereby acknowledges that in order for symplr to provide the Credentialing Services, Customer and/or Credentialing Users are required to (i) use symplr's online Credentialing Management Portal, and (ii) require each Credential User to register via symplr.com within the Credentialing Management Portal and create a valid user account thereunder (collectively, the "Credentialing User Portal").

2.5   Mobile Application Services. symplr to provide Customer Credentialing Users and Customer administrators access to download symplr credentialing mobile application per the application store for applicable features and functionality such as mobile-ready credential uploads, GPS enabled credentialing check-ins, electronic badging (identification) needs, geo-fencing, and more.

2.6   Data and Use by Customer. Customer hereby acknowledges that all access to the Credentialing Management Portal is subject to symplr's privacy policy and terms of use, as posted on symplr's website from time to time. symplr shall have no liability or responsibility for any incomplete, inaccurate or incorrect information provided, inputted or uploaded by the Customer, its representatives or Credentialing Users.

2.7   Credentialing Data. Credentialing Services require the use of third-party data to verify user's credentials. There is no guarantee that such data will always be accurate, complete, or current. There is some likelihood of errors and omissions during the credentialing process. symplr shall not be liable for any errors or omissions resulting from the Credentialing Services. Customer's only recourse is to notify symplr of any error and symplr shall use its best efforts to review, verify and make corrections, when necessary, on an expedited basis.

Care Management Solution Terms

1.Application. These Care Management Solution Terms apply to Customer's access and use of the Care Management System on the applicable Order Form executed by Customer.

2. Definitions.

"AMA" means the American Medical Association.

"Care Management System" means the integrated unit consisting of the Care Management software, the interface(s), the Database Management System, and the Documentation.

"Database Management System" means the InterSystems Cache software licensed as part of the Care Management System.

"End User" means the Customer's Users.

"Integrated Delivery Network ("IDN")" means a Licensed Facility's clinics, surgery centers, urgent care centers, and similar outpatient facilities.

"InterSystems" means InterSystems Corporation.

"Licensed Facility" means each facility listed on an Order Form.

"Licensed Content" means the Current Procedural Terminology ("CPT") code set and related content maintained by the AMA and the related intellectual property of the AMA licensed in connection with Customer's Care Management System.

3. InterSystems End User License Agreement. The Database Management System is subject to the InterSystems End User License Agreement, located at symplr's [Third-Party Terms](#).

4. AMA End User License Agreement. The Licensed Content is subject to the AMA End User License Agreement, located at symplr's [Third-Party Terms](#).

5. IDN. If specifically licensed in an Order Form, a Licensed Facility's IDN may also use the Care Management System. If Customer licenses the Statit product from symplr in conjunction with the Care Management System, then the Statit license for the Licensed Facility shall be expanded to include use by the Statit Licensed Facility's IDN.

Clinical Communications Solution Terms

1.Application. These Clinical Communications Solution Terms apply to Customer's access and internal use of symplr's clinical mobile and/or web communications such as secure messaging, alerts, notifications, EHR integrations and voice calls and workflows to support Customer's patient care ("symplr Clinical Communications") on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Customer Representations and Warranties.

2.1   Use of symplr Clinical Communications. Customer represents and warrants that Customer's use of the symplr Clinical Communications on Customer's websites, web portals, or mobile applications, Customer has read and reviewed and will abide by symplr's Privacy Policy, which may be amended from time to time. Customer, Customer Affiliates, or Users may not send any unsolicited or unauthorized spam and spam comments, communications, posts, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation through symplr Clinical Communications.

2.2   Authorization and Consent. Customer represents and warrants that it has all necessary rights, consents, and authorizations to provide, share and use all Customer Data, which may include Personal Data or Protected Health Information, that is input into the symplr Clinical Communications or shared with symplr, and to authorize and instruct symplr to use and disclose such data as contemplated by this Agreement, and that all such uses and disclosures comply with applicable laws, including Data Protection Laws.

3. Third-Party Services.

3.1   Access for Third-Party Service Providers. Customer may choose to allow third-party service providers to retrieve, provide, and/or modify health and other information in symplr Clinical Communications. Once Customer enables a specific third-party service provider to access Customer's account, the service provider may continue to access Customer's account until Customer affirmatively disables access. Third-party service providers include both health care providers and other entities. It is Customer's sole responsibility to review and approve each such third-party providers before sharing Customer information with such service provider through symplr Clinical Communications or otherwise allowing such service provider access to it. symplr is not responsible for and does not endorse any third-party service providers or their services or content. Use of third-party service providers and reliance on their services and content is solely at Customer's own risk. symplr shall not be held liable for any damages arising out of or related to Customer's use of any third-party service providers.

3.2   Use of Third-Party Support. Customer may also permit third parties engaged by Customer to provide information technology maintenance and other support services to Customer in support of Customer's use of the symplr Clinical Communications, to access and use the symplr Clinical Communications solely as reasonably required to provide such services to Customer, if such third party is contractually bound to observe the terms of use applicable to Customer under this Agreement and these symplr Clinical Communications Terms and Conditions.

4. Disclaimers.

4.1   No medical advice. Customer, or any Customer Affiliate or User acknowledges and agrees that (a) symplr does not render medical advice or offer medical assistance and (b) no Software, Service, information or materials provided to Customer, or any Customer Affiliate or User hereunder shall be construed or relied upon as the provision of medical advice or assistance, for which Customer must use its independent medical judgement to make clinical decisions. Any content or information accessed through symplr Clinical Communications is for informational purposes only and is not

intended to cover all possible diagnoses, uses, directions, precautions, drug interactions, or adverse effects. Customer and its Users must not ignore or delay obtaining professional medical advice because of information accessed through symplr Clinical Communications. Users should immediately call 911 for all medical emergencies.

4.2   No Responsibility for Communications. Customer and its Users are responsible for confirming that each communication (whether containing time-sensitive, urgent or medically altering information) sent using the symplr Clinical Communications, is received, read and acted upon by the receiving party. symplr is not responsible for any claims, losses, suits, damages, fines, penalties and liabilities resulting from or arising out of failure of a communication using the symplr Clinical Communications.

5. Notifications. As part of providing the symplr Clinical Communications, symplr may need to provide Customer with certain communications such as service announcements, administrative messages, account changes or charges. Customer agrees that as a subscriber, symplr may send you such messages via email or through other means, which Customer may not opt-out from receiving. Customer or its Users will receive this message even if Customer or User has opted out of receiving other messages from symplr.

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symplr Compliance - Audit Detail Manager Gateway Solution Terms

1. Application. These Audit Detail Manager Gateway Solution Terms apply to Customer's submissions to the Center for Medicare & Medicaid Services Electronic Submission of Medical Documentation system ("esMD Gateway"). Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Availability. Audit Detail Manager Gateway Services are dependent on the availability of the Center for Medicare & Medicaid Services Electronic Submission of Medical Documentation system ("esMD Gateway). The availability of the Audit Detail Manager Gateway Services does not include Sundays.

3. Turnaround Time. Documentation that is complete and properly attached and submitted through the Audit Detail Manager Gateway Services will be delivered to the Customer designated third-party Medicare review contractor within eighteen (18) hours of transmission as long as the esMD Gateway is available to receive and transmit transactions. Delivery confirmation will be noted and available within the Product.

4. Provisional Delivery. In the event the esMD Gateway is disabled or unable to receive files from the Product, and such disability continues for a twenty-four (24) hour period, a "Provisional Delivery" will be made.

4.1   A "Provisional Delivery" will include producing all documentation attached and designated to be submitted on the preferred media dictated by the designated Medicare contractor and delivering via an overnight delivery service.

4.2   Delivery will be made the next day (excluding Sunday) from the date Customer submits the documentation in accordance with the previous sentence, provided that the documentation is submitted prior to 4 p.m. Eastern Time. Otherwise delivery will be made on the second day (excluding Sunday).

4.3   In the event a Provisional Delivery occurs, delivery confirmation data within the Product will indicate the date and time of delivery per the overnight delivery service.

4.4   In the event a Provisional Delivery occurs, Customer will not incur any additional fees for the provisional delivery method.

4.5   In the event a Provisional Delivery occurs, and the esMD Gateway is subsequently enabled, then delivery confirmation data in the Product will reflect the earliest date of receipt by either delivery method.

5. Disclaimer.   Not in limitation of any other term of the Agreement, symplr shall not be liable if documentation sent through the Product is rejected or lost, or if there are delays in the processing of such documentation. If documentation is rejected or lost, symplr's sole obligation will be to re-send the documentation without charge.

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symplr Compliance – Ethico Hotline Connect Interface Solution Terms

1. Application. These Ethico Hotline Connect Interface Solution Terms apply to Customer's import and export certain Customer Data between the product and systems of Customer's vendor, ComplianceLine, Inc., d/b/a Ehtico ("Ethico").

2. Third-Party Data Export. Customer acknowledges and agrees that: (i) Ethico is not an employee, agent, joint venture or partner of symplr; and (ii) symplr is not responsible and will have no liability for any transmission errors, corruption, or loss of integrity of Customer Data or for the confidentiality and/or security of Customer Data, relating to use of Ethico Hotline Connect or for errors resulting from Ethico's processing of Customer Data.

3. Indemnity. The transmission of Customer Data by symplr to Ethico shall be considered an "authorized use of the Customer Data" by symplr under the Agreement and subject to symplr's right to seek indemnity under the terms of the Agreement for any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party for symplr's transmission of such Customer Data to Ethico or Ethico's use of the Customer Data. Such indemnity shall extend to any claims, demands, actions, proceedings, judgments, or liabilities resulting from the actions or inactions of Customer's vendor, Ethico, including any breach by Ethico of security or confidentiality of the Customer Data, any misuse of the Customer Data by Ethico, or the failure of Ethico's security protocols to comply with applicable laws and regulations.

4. Disclaimers. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE CUSTOMER DATA TRANSMITTED TO ETHICO IS BEING PROVIDED "AS IS," "WITH ALL FAULTS," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. SYMPLR SHALL HAVE NO LIABILITY OF ANY KIND OR TYPE, DIRECT OR CONSEQUENTIAL, RELATING TO ANY DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) RELATING TO THE CUSTOMER DATA ONCE IT LEAVES SYMPLR'S PRODUCT. ALL USE OF SUCH DATA SHALL BE AT CUSTOMER'S SOLE RISK.

symplr Contract Solution Terms

1. Introduction. These symplr Contract Solution Terms are attached to and incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of symplr's contract lifecycle management system on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Customer Obligations. Customer shall provide symplr with a separate written document listing all identifying information and all material terms contained in the Contracts to be included in Customer's Contract Database, including Contract types, responsible parties, departments, sites, vendors, and/or other parties, and for each Contract that is a contract, the parties thereto, the effective date and the expiration date, the termination provisions included therein, whether or not any such Contracts have automatic renewal provisions, and the names and titles of the signatories thereto (collectively, the "Database Organization Terms"). symplr shall use the Database Organization Terms to organize the Customer's Contract Database.

3. Acquired Companies or Facilities. Prior to adding any acquired company or facility's contracts to Customer's symplr Contract Database, the Parties shall execute a new Order Form/SOW, as applicable, evidencing the increased scope and revised Monthly Service Fee. If the acquired company or facility has an existing agreement with symplr, such existing customer's fee schedule will remain in effect until the end of the then current term at which point such existing customer's agreement will automatically terminate.

Courseware Solution Terms

1. Application. These Courseware Solution Terms apply to such Courses as are set forth on the Order Form executed by Customer and incorporated herein by reference (collectively, the "Courseware"). "Courses" shall mean the online training modules provided by symplr and delivered through Customer's LMS. "LMS" shall mean the computer system(s), servers(s) and associated peripherals and software in the possession and control of Customer at the start of the applicable Term, all of which are required for the successful use of the Courses. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Partner Content.

2.1 In connection with the provision of the Courseware, symplr may provide the Customer with access to certain proprietary information and materials of symplr or certain symplr Partners, including without limitation the Courses, user manuals and technical manuals (collectively, the "Provided Materials"). symplr hereby grants, and Customer accepts, a limited, worldwide, nonexclusive, non-transferable, non-sublicensable license to use and access such Provided Materials in connection with the Courseware, which license shall expire at the end of the term of the applicable Order Form (or upon earlier termination of this Agreement) and shall be subject to the terms of the Agreement, and any applicable Order Forms. These Provided Materials are licensed and are not sold and, as between the parties hereto, symplr or any applicable symplr Partner will at all times retain exclusive ownership of all such Provided Materials, of all other proprietary information and materials in connection with the Courseware, and of all intellectual property rights related thereto,

including but not limited to, trademarks, trade names, copyrights, enhancements, modifications, discoveries, designs, developments, improvements, processes, software code and programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein and the related rights to make derivative works thereof. "symplr Partner" shall refer to an entity that has granted symplr the right to resell and deliver Courses owned by such entity.

2.2 All Courses of any symplr or symplr Partner are established and maintained by symplr or such symplr Partner and changes thereto may be made at any time, including the addition or deletion of content and Courses at symplr's or such symplr Partner's sole discretion. Customer agrees and covenants to cease to use in accordance with this Agreement and any Order Form any symplr or symplr Partner's Courses immediately upon written notice from symplr in the event that symplr (i) ceases to have sufficient rights in such symplr or symplr Partner's Courses to grant the rights granted to Customer under this Agreement or any Order Form ; (ii) is required by judicial or governmental order to cease or suspend publication of symplr or such symplr Partner's Courses; or (iii) decides in its reasonable judgment to cease or suspend distribution of such symplr or symplr Partner's Courses due to a threat of legal action or liability.

3. Restrictions. Customer acknowledges that the Provided Materials are subject to copyrights owned by symplr or symplr Partners. Customer may only permit registered Authorized Users to access the Provided Materials. Customer may not resell any part of, or access to, the Provided Materials. In addition to the restrictions set forth in this Section 3, Customer hereby agrees that neither it nor any of its Authorized Users or any other of its employees or agents shall at any time: (i) copy, modify or create derivative works based upon the Provided Materials; (ii) decompile, disassemble, or reverse engineer the Provided Materials in whole or in part;(iii) defeat, disable or circumvent any protection mechanism related to the Provided Materials, including without limitation any code which necessitates or solicits agreement to any end user license; (iv) sell, license, sublicense, lease, rent, transmit, publish or distribute to any third party, or disclose, permit access to, or transfer to any third party other than an Authorized User any portion of the Provided Materials; (v) access, use or export the Provided Materials in violation of any U.S. Department of Commerce export administration regulations or other laws or regulations; or(vi) remove any copyright, trademark or other proprietary notices from the Provided Materials. "Authorized User" shall mean the administrators, employees and other designees of Customer that are properly authorized to access the LMS.

4. Customization. In the event Customer requests that symplr customize any of the Provided Materials or any other element of the Courseware for Customer's use by incorporating content or information provided by Customer to the symplr ("Customized Materials"), the Customer shall provide only such Customized Materials as are owned or licensed by the Customer for such use. In the event that such Customized Materials are not owned by Customer, Customer shall bear full responsibility for obtaining such licenses as are necessary and appropriate for the use of such third-party Customized Materials in connection with the Courseware. symplr shall have no responsibility or liability whatsoever with regard to such third-party Customized Materials and any such claim by third parties shall be subject to the indemnification provisions of Section 12. Under no circumstances will the Customer provide symplr with, or otherwise incorporate, any such third-party Customized Materials without first obtaining such licenses. If symplr determines, in its sole discretion, that Customer has breached this Section 5, symplr may terminate this Agreement immediately and without prior notice.

5. Governing Bodies. The Courses are Internet-based education programs designed to provide training to users and in some cases training on compliance with the laws and regulations of the United States, agencies of the United States Government or designees of the United States Government (collectively, "Governing Bodies"). The Courses do not address or include all provisions of the laws and regulations as published and interpreted by the Governing Bodies. Additionally, the Governing Bodies may revise or update the laws and regulations and these changes may not be reflected in the Courses at the time Customer is using the Courses. Neither Customer nor its Authorized Users should rely solely on the information contained in the Courses and Customer and its Authorized Users should separately refer to the actual laws, regulations and interpretations published by the Governing Bodies. symplr and symplr Partners are under no obligation to update the Courses to reflect any changes in the laws or regulations of the Governing Bodies. symplr makes no representations or warranties that any particular symplr or symplr Partner's Course fulfills the regulatory compliance requirements of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

6. Term. The SaaS Subscription for Courseware is effective commencing upon the date the Order Form is fully executed by Customer and symplr and shall remain in effect for a one year Term, unless otherwise noted in the applicable Courseware Brand Terms, or in the terms set forth on the Order Form.

DataVision System Solution Terms

1. Introduction. These DataVision System Solution Terms are attached to and incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of the DataVision System on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Definitions.

"AMA" means the American Medical Association.

"Aggregate DataVision Data" means comparative hospital or provider level performance data for all hospitals and healthcare systems that participate in the comparative data pool.

"CPMS Report" means the comparative performance data report for the Midas Comparative Performance Measures provided by symplr and made available to Customer.

"Data Analysis Report" means the comparative performance analyses prepared by symplr and made available to Customer.

"Data Elements" means the elements retrieved by symplr from the Licensed Facility in order for symplr to create Aggregate DataVision Data and to provide QNet Submission Services to the Licensed Facility.

"Database Management System" means the InterSystems Cache software licensed by Customer, if not already licensed as part of symplr's Care Management System.

"GWTG Recognition Program" means Midas™ Outcome PMT® Web Service for AHA's Get With the GuidelinesSM ("Web Service") to submit required data elements to Outcome Sciences, Inc. ("Outcome"), for participation in the American Heart Association's Get With the Guidelines ("GWTG") Recognition Program for Heart Failure and/or Stroke **"Integrated Delivery Network ("IDN")"** means a Licensed Facility's clinics, surgery centers, urgent care centers, and similar outpatient facilities.

"InterSystems" means InterSystems Corporation.

"Licensed Facility" means each facility listed on an Order Form.

"QualityNet" is the Web-based data transmission process and file specifications required for submission of data to the CMS national clinical data repository.

"Summary DataVision Data" means data representing hospital or provider level performance for a particular population of interest.

3. Summary DataVision Data.

3.1　Summary DataVision Data is produced in a nightly job by the DataVision System and is typically displayed in a report in the DataVision System as a rate, count, or sum. Summary Data is facility-specific.

3.2　Summary DataVision Data is Customer Data. Individual patient data may be accessed from the Summary DataVision Data in the DataVision System.

3.3　Any electronic files that contain encounter level data will be encrypted by symplr prior to transferring in an electronic medium to client or CMS.

4.　Aggregate DataVision Data.

4.1　Aggregate DataVision Data is derived from Data Elements on Customer's DataVision System server, which are harvested and housed by symplr, and is used to compile CPMS Reports or Data Analysis Reports.

4.2　Aggregate DataVision Data does not identify individuals, individual hospitals, or individual healthcare systems.

4.3　Aggregate DataVision Data and any resulting CPMS Reports or Data Analysis Reports are no longer considered Customer Data, as specified in Section 3 of the Agreement.

5. CPMS Reports and Data Analysis Reports.

5.1　A Licensed Facility must accumulate a full calendar quarter of accurate data into the DataVision System before receiving their first CPMS Report or Data Analysis Report. Each Licensed Facility is responsible for ensuring the availability of accurate and complete data within ten (10) weeks after the close of each quarterly reporting period, at which time Licensed Facility can begin to electronically upload data to the Clients Only Website. Approximately four (4) to six (6) weeks thereafter, a Licensed Facility may access electronic CPMS Reports or Data Analysis Reports from the Clients Only Website. Such CPMS Reports or Data Analysis Reports may be duplicated for internal purposes only.

5.2　Symplr may modify the content, format, and frequency of CPMS Reports or Data Analysis Reports as reasonably necessary in order to meet ongoing criteria established by applicable regulatory agencies.

6. QualityNet Submission Service.

6.1   Customer may elect symplr to submit Data Elements to QualityNet for each Licensed Facility by providing written notification to symplr. If QNet Submission Service is elected, each Licensed Facility will provide symplr with an electronic file of Data Elements provided quarterly from the Licensed Facility's server, which will be stored in symplr's DataVision database. For each Licensed Facility, Customer will select the clinical topics and time periods in which symplr is authorized to submit Data Elements to the QualityNet Exchange for the Licensed Facility. Customer will obtain the appropriate registrations and authorizations from its State Quality Improvement Organization (QIO) agency to allow symplr to submit Data Elements to the QualityNet Exchange on behalf of the Licensed Facility.

6.2   The Data Elements required for QNet submission are subject to change in accordance with national regulatory guidelines. Customer may revise the clinical topics and time periods for a Licensed Facility by sending symplr a revised form at any time.

7. Get With the Guidelines ("GWTG") Recognition Program

7.1   symplr will provide and maintain: (i) data fields in the Core Heart Failure Focus and/or the Core Stroke Focus studies, which are required for participation in the GWTG Recognition Program; and (ii) a Web Service interface from the Midas Customer server to the Outcome database so that data elements entered by the Customer into the Core Heart Failure Focus and/or Core Stroke Focus studies are transmitted to the Patient Management Tool supported by Outcome.

7.2   Customer will maintain a current contract with Outcome for participation in the GWTG Recognition Program during the term of the GWTG services.

7.3   Customer agrees that symplr is only providing the tools necessary to store and transmit data to the Outcome database. symplr is not responsible or liable in any way for either Outcome or the American Heart Association in their performance or lack thereof: (i) for any of their activities related to GWTG or the services provided by symplr hereunder; and (ii) the effect of the activities of Outcome or the American Heart Association on the performance by symplr of its services under this Agreement.

8. InterSystems End User License Agreement. The Database Management System is subject to the InterSystems End User License Agreement, located at symplr's [Third-Party Terms](#).

Directory Solution Terms

1. Introduction. These symplr Directory Solution Terms govern the system administration, management, and monitoring activities of the various symplr Directory Software products to which Customer has been granted access (the "Directory Programs"), as set forth in the Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Terms and Conditions.

2.1   Customer understands and acknowledges that certain components of the Directory Software products may include content or technology from third-party providers which require pass-through provisions or license terms, which may be updated and modified from time-to-time. Customer is responsible for passing all such terms and conditions through to Customer's end users and Permitted Users (as defined above), including for the Intelligent Medical Objects, Inc. ("IMO") database used in the Directory Software products, as set forth in the End User License Agreement ("EULA") located at the following link: https://www.imohealth.com/wp-content/uploads/2019/08/IMO-EULA-for-Resellers.pdf.

2.2   The Parties acknowledge and agree that Epic Systems Corporation ("Epic") and entities that owned or controlled, directly or indirectly by Epic are express third-party beneficiaries under the Agreement and have the right to enforce the terms of the Agreement as a third-party beneficiary.

Equipment Solution Terms

1. Application. These symplr Equipment Solution Terms apply to the hardware and equipment purchased from symplr, as set forth in the Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Title; Risk of Loss. If Customer is purchasing Equipment pursuant to an Order Form, title to and risk of loss of Equipment shall pass to Customer upon delivery at Customer's designated delivery location. Notwithstanding the foregoing, as between symplr and Customer, symplr retains title to software embedded in any Equipment ("Embedded Software").

3. Embedded Software. During the term of the Agreement, symplr hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license for Customer to use Embedded Software solely as necessary for Customer and its Affiliates to use the Equipment for its intended purposes and subject to applicable third-party license terms. Customer shall not (a) reverse engineer, decompile, disassemble, distribute, modify, copy, or access or attempt to access the source code of the Embedded Software, (b) remove or destroy, or permit others to remove or destroy, any proprietary markings of symplr or other parties or legends that may appear on any components of any Embedded Software, or (c) access or use the Embedded Software independent of its use of the Equipment.

4. Equipment Warranties

4.1   Warranties. symplr warrants that Equipment will (a) be free from defects in title, and (b) for 90 days after delivery to Customer's designated delivery location (the "Equipment Warranty Period"), (i) be free from defects in material and workmanship under normal use and (ii) perform substantially in accordance with applicable Documentation. The foregoing warranties apply only to Equipment purchased from symplr or its authorized distributors.

4.2   Remedies. If Customer notifies symplr of a breach of Section 4.1(b) within the Equipment Warranty Period, symplr will correct the non-conformity or replace the Equipment. symplr will perform warranty Service for Customer from 8 a.m. to 5 p.m. local time, Monday - Friday, excluding symplr holidays, and if requested by Customer outside those hours at symplr's then-current rates and subject to availability of symplr personnel. symplr may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. Corrected or replacement Equipment shall be subject to the warranties in Section 4.1(b) for the remainder of the Equipment Warranty Period. If symplr replaces Equipment or a component thereof, the original Equipment or component becomes symplr's property and Customer will promptly ship it to symplr (in accordance with symplr's reasonable instructions and at symplr's cost) within five days after the replacement is provided to Customer. Prior to returning Equipment or components to symplr, Customer will (a) obtain a return to manufacturer authorization and (b) back up and remove all information of Customer or any of its Affiliates or Users stored on the Equipment. Customer bears the risk of loss of Equipment and components it ships to symplr.

4.3   Limitations. The warranties in Section 4.1 shall not apply to any claimed nonconformity to the extent caused by (a) the malfunction or improper use of any hardware or software not provided by symplr, (b) Customer's negligence, fault or abuse or improper use of the Equipment (including use other than in accordance with the Agreement), (c) modifications to or changes in the Equipment not made by symplr, (d) use for non-business purposes or outside the United States, (e) improper storage or handling (including inadequate wiring and sources of power), or (f) acts of God and other events beyond symplr's control (collectively, "Excluded Nonconformities"). The warranties in Section 4.1 do not apply to (i) lost or stolen Equipment, (ii) Equipment with serial numbers that have been altered, defaced or removed, or (iii) consumables or wearable parts such as batteries, read heads and touch screens (collectively, "Excluded Items"). The remedies set forth in Section 4.2 are Customer's sole remedies and symplr's sole obligations with respect to any breach of Section 4.1(b)

5. Services

5.1   Maintenance Services. Customer must purchase and maintain maintenance Services for Equipment upon expiration of the Warranty Period. Service Fees are set forth in the applicable Order. symplr will provide telephone support during business hours (7 a.m. to 7 p.m. Central Time, Monday - Friday, excluding symplr holidays). symplr shall have no obligation to provide maintenance Services for any Excluded Nonconformities or Excluded Items.

5.2   Loaners. symplr may provide a loaner unit to Customer during extended periods of Equipment Service. If a loaner unit is provided: (a) it is solely for Customer's temporary use at the same location at which the Equipment being serviced was used; (b) it shall be returned to symplr within five days after the serviced Equipment is returned to Customer, and if it is not, symplr may repossess it or invoice Customer for its full list price; (c) it, and all programs and information pertaining to it, remain symplr property; (d) risk of loss is with Customer during its possession; (e) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with symplr's instructions; (f) it will not be repaired except by symplr; (g) symplr will be given reasonable access to it; and (h) prior to returning it to symplr, Customer will delete all information from it, in compliance with industry standards and instructions provided by symplr.

Hayes Clinical Evidence Solution Terms

1. Application. These Hays Clinical Evidence Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of Hayes clinical evidence research and analysis materials, software, solutions, and services ("Hayes Evidence") as set forth on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Customer Responsibilities. Customer is responsible for providing certain information, resources, and assistance necessary for performance of the Services for Customer, including the information, resources, and assistance set forth in each Order Form/SOW. Customer understands that the failure of Customer to timely comply with these requirements will significantly hinder the provision of Services to Customer. symplr may include Customer in its general listing of clients, reference lists, press releases, success stories, and other marketing materials.

3. Acquired Companies or Facilities. Prior to adding an acquired company or facility to the Agreement, the Parties shall execute a new Order Form/SOW, as applicable, evidencing the increased scope and revised annual Fee. If the acquired company or facility has an existing agreement with symplr, such existing customer's Fees will remain in effect until the end of the then current agreement term. Facilities removed from the Licensed Facilities' list will not result in a reduction of fees unless otherwise agreed upon.

4. Licensed Content; AMA End User License Agreement. The Medical Code Brief solution uses the Current Procedural Terminology ("CPT") code set and related content maintained and licensed by the AMA ("Licensed Content"). The Licensed Content is subject to the AMA End User License Agreement, located at symplr's Third-Party Terms.

MD Buyline Solution Terms

1. Application. These MD Buyline Solution Terms are attached to and incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of MD Buyline's clinical and technology information and analytics healthcare supply chain research, analysis, spend management information, software, solutions, and services ("MD Buyline"), as set forth on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Customer Submissions. By posting, uploading, inputting, providing, submitting, or furnishing information or materials to symplr (collectively, the "Submissions"), Customer grants symplr an irrevocable, perpetual, worldwide, royalty-free, and fully-paid license to possess, use, disclose, publish, modify, display, distribute, and prepare derivative works of all Submissions, including all Customer provided data, where such Submissions are de-identified as to Customer and Customer's business (collectively, the "De-Identified Submissions"). symplr may use De-Identified Submissions: (i) to monitor, maintain and improve the functionality of the Solutions; and (ii) for historical, statistical, scientific or other purposes in symplr's discretion. No compensation will be paid with respect to the use of any De-Identified Submissions. By posting, uploading, inputting, providing, submitting, or furnishing its Submissions, Customer represents and warrants that Customer owns or otherwise controls all of the rights to its Submissions as described in this Order Form, including all the rights necessary for Customer to provide, post, upload, input, submit, or furnish the Submissions.

Customer shall use their best effort to submit final purchase orders for healthcare product purchases that were analyzed by symplr for Customer and/or Customer's Affiliates.

3. Acquired Companies or Facilities. Quotes, contracts, and other service requests submitted for facilities not on the Licensed Facility List as set forth in the Agreement will not be processed but can be added to the Agreement by executing a new Order Form/SOW, as applicable, evidencing the increased scope and revised annual Fee. If the acquired company or facility has an existing agreement with symplr, such existing customer's fee schedule will remain in effect until the end of the then current agreement term Licensed Facilities removed from the Licensed Facility listing will not result in a reduction of fees unless otherwise agreed upon.

On-Premises Software Solution Terms

1. Application. These On-Premises Solution Terms apply to any non-SaaS Software Products provided by symplr or any of its Affiliates under this Agreement and that are deployed on-premises at a Customer site Customer's ("On-Premises Software") on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. On-Premises Software Acceptance and Restrictions. Beginning upon completion of the applicable On-Premises Software implementation, Customer will have thirty (30) days to notify symplr if the On-Premises Software does not operate substantially in accordance with the Documentation ("On-Premises Software Test Period"). Customer will include in such notification a detailed description of all non-conformities. After correction by symplr so that the On-Premises Software operates substantially in accordance with the Documentation, Customer will have the remainder of the On-Premises Software Test Period or five (5) days from the date the corrected On-Premises Software is made available to Customer (the "Extension Period"), whichever is greater, to continue testing of the corrected On-Premises Software. The On-Premises Software is deemed accepted ("Acceptance") upon the earliest of the following events: (a) Customer provides written notice to symplr of On-Premises Software acceptance; (b) expiration of the On-Premises Software Test Period (as may be extended by the Extension Period); or (c) the date the On-Premises Software is first used to process actual data in a production environment. As set forth in the applicable Order Form, Customer's use of On-Premises Software shall be limited to applicable Software License Limits.

3. Support and Maintenance. Customer must purchase from symplr and maintain uninterrupted Support for the On-Premises Software through the term of such On-Premises Software. The term of Support commences on delivery of the applicable On-Premises Software or commencement of the applicable Services and continues for the applicable initial Support term. Thereafter, the Support shall automatically renew for successive one-year terms and is coterminous with the Agreement Term. Fees for Support purchased under Order Forms will be prorated based on the remaining portion of the Agreement Term.

4. Enhancements and Updates. Customer shall be entitled to receive Enhancements and Updates to On-Premises Software at no charge so long as Customer is not delinquent on any Support or On-Premises Software Fees. Enhancements and Updates to On-Premises Software shall be promptly installed by Customer (and Enhancements and Updates for On-Premises Software hosted by symplr in its capacity as a data center shall be installed by symplr).

5. On-Premises Software Warranties. Except for code that prohibits use of the On-Premises Software outside of the Software License Limits, upon Acceptance the On-Premises Software shall not contain any disabling or malicious code, such as a computer time bomb, a computer virus, or a computer worm. For ninety (90) days after Acceptance (the "OPS Warranty Period"), the On-Premises Software will perform substantially in accordance with applicable specifications set forth in the Documentation.

     5.1   **Warranty Remedies.** If Customer notifies symplr of a breach of Section 5 above within the OPS Warranty Period, symplr will correct the non-conformity or replace the On-Premises Software. symplr will perform warranty Service at no cost to Customer from 8:00 a.m. to 5:00 p.m. local time, Monday - Friday, excluding symplr holidays, and if requested by Customer outside those hours at symplr's then-current rates and subject to availability of symplr personnel. symplr may require warranty repairs to be performed via a secure, remote connection. Corrected or replacement On-Premises Software shall be subject to the applicable warranties in Section 5 above for the remainder of the OPS Warranty Period.

     5.2   **Limitations on Warranties.** The warranties set forth in Section 5 above shall not apply to any claimed nonconformity to the extent caused by (a) the malfunction or improper use of any hardware or software not provided by symplr, (b) Customer's negligence, fault, or improper use of the On-Premises Software (including use other than in accordance with this Agreement), or (c) modifications to or changes in the On-Premises Software not made by symplr. The remedies set forth in Section 5.1 above are Customer's sole remedies and symplr's sole obligations with respect to any breach of Section 5.

6. On-Premises Software Security. Customer acknowledges and agrees that Customer, and not symplr, is responsible for the security of the system on which the On-Premises Software is installed, the environment in which it is installed, and configuring such On-Premises Software securely. Notwithstanding anything else in the Agreement to the contrary, symplr's sole obligations related to the security of On-Premises Software are to: (i) provide Updates in accordance with Section 4 above; and (ii) to design that software reasonably, in accordance with current industry standards for data security. Customer acknowledges and agrees that all software may have security vulnerabilities which can be mitigated by deploying that software in a secure environment that employs a defense-in-depth strategy and intrusion detection capabilities. For the avoidance

of doubt, the terms of Sections 2, 3, and 4 of the Agreement do not apply to On-Premises Software or data collected by such On-Premises Software.

7. Audit. Customer shall maintain complete and accurate records of payments made by Customer to symplr and of Customer's and its Affiliates' and Users' uses of the Licensed Materials ("Records"). Periodically during the Term and for twelve (12) months after the end of each Order Form, upon reasonable prior notice to Customer, symplr or its authorized designees may audit such Records, including remotely auditing Customer's compliance with this Agreement. Upon symplr's request, Customer shall reasonably cooperate with symplr in performing such audit, including providing symplr with the necessary access. If any such audit reveals any underpayments by Customer, Customer shall promptly pay to symplr any additional Fees consistent with Customer's actual use of such Licensed Materials in accordance with the pricing set forth in this Agreement. The payment by Customer of such additional Fees will be in addition to any other remedies symplr may have. If Customer does not pay such additional Fees, symplr shall have the right to terminate Customer's license to the Licensed Materials or, if remote hosting Services have been purchased by Customer, to remove Customer's access to use the On-Premises Software.

symplr Spend Solution Terms

1. Introduction. These symplr Spend Solution Terms Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's and Customer's suppliers' access and use of symplr's healthcare spend management software, solutions, and services ("symplr Spend"), as set forth on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Supplier Access Fees. Each of Customer's supplier representatives ("Suppliers") will be required to pay an annual subscription fee to be authorized to make a submission in response to any Customer RFI in symplr Spend. If Customer also subscribes to the symplr Access product then Suppliers will also be required to register under that service for verification and to pay an additional annual subscription fee to be authorized to make a submission in response to any Customer RFI in symplr Spend.

3. Customer Submissions. By posting, uploading, inputting, providing, submitting, or furnishing information or materials to symplr (collectively, the "Submissions"), Customer grants symplr an irrevocable, perpetual, worldwide, royalty-free, and fully-paid license to possess, use, disclose, publish, modify, display, distribute, and prepare derivative works of all Submissions, including all Customer provided data, where such Submissions are de-identified as to Customer and Customer's business (collectively, the "De-Identified Submissions"). symplr may use De-Identified Submissions: (i) to monitor, maintain and improve the functionality of the Solutions; and (ii) for historical, statistical, scientific or other purposes in symplr's discretion. No compensation will be paid with respect to the use of any De-Identified Submissions. By posting, uploading, inputting, providing, submitting, or furnishing its Submissions, Customer represents and warrants that Customer owns or otherwise controls all of the rights to its Submissions as described in this Order Form, including all the rights necessary for Customer to provide, post, upload, input, submit, or furnish the Submissions.

Talent Sourcing and Recruitment Marketing Solution Terms

1. Introduction. These Talent Sourcing and Recruitment Marketing Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of symplr talent sourcing and recruitment marketing solutions ("Talent Sourcing Programs") on the applicable Order Form executed by Customer and symplr or its Affiliate. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Third-Party Connections.

2.1 Certain Talent Sourcing Programs allow Customer to configure them to interact with third parties. Customer is fully responsible for any required third-party account setup or fees levied by such third parties for using their services. symplr is only acting as an intermediary for Customer in connection with Customer's interactions with such third parties through the Talent Sourcing Programs and is authorized by Customer to utilize Customer's third-party account credentials as

required to provide the third-party services or information through the Talent Sourcing Programs. Customer shall provide symplr with any relevant terms and conditions from Customer's agreement with each third party to allow symplr to comply with such agreement. Some third parties restrict the ability of intermediaries to access services that the third party provides Customer and may require Customer to execute additional agreements to enable the Talent Sourcing Programs to interact with the third party.

2.2 Applicable Talent Sourcing Program interacts with a third-party service through interfaces controlled by the third party, therefore, symplr has no control as to the availability of the third-party interface or the use of the third-party service through the Talent Sourcing Program. symplr is not responsible for the availability of a particular third-party service in the Talent Sourcing Program, because each third-party controls access to its third-party service.

2.3 symplr's sole obligations to Customer with respect to third-party interfaces are to make reasonable efforts to support and maintain existing third-party interfaces, to deliver Customer instructions to third parties through such interfaces, and to obtain, on Customer's behalf and request, data from third parties through such interfaces. symplr has no obligation to Customer regarding the completion by the third party of Customer's instructions delivered to the third party through the Talent Sourcing Program third-party interface. symplr is not responsible for and shall have no liability related to any fees owed by Customer to any third-party service provider arising from Customer's use of the third-party interfaces.

3.California Consumer Privacy Act. As between the parties, symplr is a service provider (as defined below) to Customer with respect to Consumer Information (as defined below).

3.1 Definitions.

"CCPA" means the California Consumer Privacy Act of 2018, together with any regulations promulgated thereunder. "Consumer Information" means any personal information regulated by the CCPA that is Processed by symplr solely on behalf of the Customer.

"Medical Information" means any Consumer Information, in electronic or physical form, regarding a California resident's medical history or medical treatment or diagnosis by a health care professional.

"Health Insurance Information" means a California resident's insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the California resident, or any information in a California resident's application and claims history, including any appeals records.

"Sensitive Consumer Information" means any Consumer Information that constitutes either of the following: (A) California resident's first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted: (I) social security number; (II) driver's license number, California identification card number, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific California resident; (III) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an California resident's financial account; (IV) Medical Information; (V) Health Insurance Information; or (VI) unique biometric data generated from measurements or technical analysis of human body characteristics, such as a fingerprint, retina, or iris image, used to authenticate a specific California resident (except that unique biometric data does not include a physical or digital photograph, unless used or stored for facial recognition purposes); or (B) a username or email address in combination with a password or security question and answer that would permit access to an online account. Sensitive Consumer Information does not include publicly available Consumer Information that is lawfully made available to the general public from federal, state, or local government records.

The following terms have the meanings given in the CCPA: "personal information", "service provider", "sell", "selling", "sale" and "sold".

3.2 symplr Obligations. Except as otherwise required by applicable law, symplr shall:

- Process the Consumer Information for the business purpose of providing the Services or as otherwise permitted by the CCPA;
- implement and maintain commercially reasonable security procedures and practices appropriate to the nature of the Sensitive Consumer Information (if any) intended to protect such Sensitive Consumer Information from unauthorized access, destruction, use, modification, or disclosure;
- not retain, use or disclose Consumer Information for any purpose outside the scope of the business relationship of the parties and other than for the specific purpose of providing the Services, nor retain, use, or disclose the

Consumer Information for a commercial purpose other than providing the Services, or as otherwise permitted by the CCPA as applicable to service providers;

- not collect or use Consumer Information except as reasonably necessary to provide the Services;
- not sell Consumer Information;
- to the extent necessary, use commercially reasonable efforts to assist Customer, at Customer's expense, in Customer's fulfilment of Customer's obligation to respond to California residents' requests to exercise rights with respect to their Consumer Information under the CCPA; and
- use commercially reasonable efforts to assist Customer, at Customer's expense, to the extent necessary to support Customer's compliance with Customer's obligations under the CCPA.

3.3 Customer Obligations. Customer represents, warrants and covenants that (i) it shall comply with its obligations under the CCPA in respect of its Processing of Consumer Information and any Processing instructions it issues to symplr; and (ii) it has provided notice (including pursuant to Section 1798.135 of the CCPA) and obtained all consents and rights required by the CCPA for symplr to Process Consumer Information pursuant to this Agreement.

3.4 No exclusivity. Nothing in this Agreement shall prevent symplr from engaging its own service providers in the Processing of Consumer Information, provided that symplr shall enter into contractual arrangements with such service providers requiring a substantially similar level of data protection compliance and information security as that provided in this Section 3 with respect to Consumer Information.

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symplr Talent Management Solution Terms
(symplr Recruiting, Reference Assessment, and Talent Analytics)

1. Introduction. These symplr Talent Management Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of the symplr applicant tracking system, talent analytics and reference gathering tools to support Customer's recruiting and hiring efforts as set forth on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Reference Assessment, Fair Credit Reporting Act Compliance. The reports Customer will receive under the Reference Assessment^{SM} service shall constitute an investigative consumer report under the Fair Credit Reporting Act (the "Act"). The Act places certain notice and authorization requirements on both Customer and symplr in relation to the reports. Upon Customer's written request, symplr will provide Customer a summary of its obligations under the Act and shall provide notice and obtain authorization from the applicant for the report to be created on Customer's behalf. During the Term, symplr shall maintain records of such disclosures and authorizations, and make the same available to Customer as requested.

3. Visier End User License Agreement. Access to the Talent Analytics Services is provided through symplr Recruiting and through Visier, Inc. ("Visier") and is subject to the Visier Terms and Conditions , located at symplr's Third-Party Terms.

Premium Compliance Library Solution Terms

1. Application. These Premium Compliance Library Solution Terms apply to Customer's access and use of the Premium Compliance Library as set forth on the applicable Order Form executed by Customer. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Terms and Conditions. Customer has up to 30 hours of customization services annually. Number of users must equal the Customer's licensed NetLearning LMS system users. Includes the courses listed below, which are updated annually:

1. Abuse, Neglect, and Exploitation
2. Advance Directives
3. Blood Administration
4. Bloodborne Germs for Nonclinical Staff
5. Bloodborne Pathogens for Clinical Staff
6. Client Rights and Confidentiality, and HIPAA Privacy
7. Communication Through the Lifespan
8. Defensive Driving for Health Care Workers
9. Diversity in Health Care
10. Electrical Safety
11. Emergency Management Planning
12. Ethics in Providing Client Care
13. Fall Prevention
14. Fire Safety
15. General Radiation and MRI Safety for Nonclinical Staff
16. Handling Hazardous Materials
17. Hazard Communications
18. Health Care Safety and Injury Prevention
19. Health Care Security
20. Infection Prevention and Control for Clinical Staff
21. Infection Prevention and Control for Nonclinical Staff
22. IV Therapy: Admixtures
23. IV Therapy: Central Lines
24. IV Therapy: Direct IV Push
25. IV Therapy: Hand and Arm
26. IV Therapy: Lipid Emulsions
27. IV Therapy: Parenteral Nutrition
28. Latex Allergy
29. Life Safety
30. Lifting and Moving Clients
31. Medical Equipment Management
32. Moderate Sedation
33. Organ Donation
34. Pain Management
35. Patient Safety Goals for Clinical Staff
36. Patient Safety Goals for Nonclinical Staff
37. Phlebotomy
38. Preventing Infant Abduction
39. Providing Age-Appropriate Care to Adolescents
40. Providing Age-Appropriate Care to Children
41. Providing Age-Appropriate Care to Older Adults
42. Providing Age-Appropriate Care to Young and Middle-Aged Adults
43. Radiation, MRI, and Laser Safety for Clinical Staff
44. Rapid Response Teams for Clinical Staff
45. Rapid Response Teams for Nonclinical Staff
46. Restraints and Seclusion
47. Shipping Specimens and Substances by Highway and Air
48. Understanding and Preventing Sexual Harassment in Health Care: What Employees Need to Know
49. Understanding and Preventing Sexual Harassment in Health Care: What Managers Need to Know
50. Understanding and Preventing Tuberculosis for Clinical Staff
51. Understanding and Preventing Tuberculosis for Nonclinical Staff
52. Utilities Management
53. Values, Integrity and the Code of Conduct
54. Venipuncture Techniques
55. Workplace Violence

symplr Workforce Management Solution Terms

1. Application. These symplr Workforce Management Solution Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and they apply to Customer's access and use of the symplr workforce management solution as set forth on the applicable Order Form executed by Customer ("Workforce Management Solution"). Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

2. Indemnity. Customer will indemnify and hold symplr harmless for any claims arising out of wage and hour disputes between Customer and its employees and/or for violations of federal or state wage and hour laws or failure to satisfy staffing ratios required by applicable law arising out of Customer's, its Affiliates' or its Users' configuration and use of the Workforce Management Solution.