

CONNECTMATE® ENGINE — ALL EDITIONS

END-USER LICENSE AGREEMENT

IMPORTANT — READ CAREFULLY. This End-User License Agreement (“**EULA**”) is a legally binding contract between you (either an individual or a single legal entity, “**Licensee**” or “**you**”) and **Nexus Point Systems Integration, LLC**, a Virginia limited liability company (“**NPSI**”), for the NPSI software product identified above, including any associated media, printed materials, online or electronic documentation, software development kits, updates, supplements, and Support Services (collectively, the “**Product**”).

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR OTHERWISE USING THE PRODUCT IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THIS EULA, THE ASSOCIATED ANNUAL MAINTENANCE AGREEMENT, AND ANY APPLICABLE TECHNICAL SUPPORT SERVICES AGREEMENT. IF YOU ARE ACCEPTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT AGREE, OR LACK SUCH AUTHORITY, DO NOT INSTALL, ACCESS, OR USE THE PRODUCT. **ALL FEES PAID OR PAYABLE TO NPSI ARE NON-REFUNDABLE. ANY RETURN OR ACCOMMODATION, IF EVER OFFERED, IS AVAILABLE SOLELY AT NPSI’S SOLE DISCRETION ON A CASE-BY-CASE BASIS AND IS NOT A CONTRACTUAL RIGHT OF LICENSEE.**

LICENSEE’S CONTINUED USE OF THE PRODUCT FOLLOWING ANY REVISION OF THIS EULA, AND LICENSEE’S RENEWAL OR RE-KEYING OF ANY LICENSE OR SUBSCRIPTION, CONSTITUTES ACCEPTANCE OF THE THEN-CURRENT EULA AS SET FORTH IN SECTION 37.

This EULA supersedes all prior versions of the ConnectMate® Engine EULA, including all related end-user license text deployed with current and prior versions of the solution, whether by NPSI or by TC Software, Inc. (former ConnectMate® Engine owner/developer) or any predecessor in interest.

1. DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting equity.

“**Annual Maintenance Agreement**” or “**AMA**” means a separately purchased agreement under which NPSI provides maintenance, updates, upgrades, Service Packs, hot fixes, and other support services. The AMA functions differently for the two grandfathered license populations: for Perpetual License holders, the AMA is **optional** and provides updates and Support Services while not affecting the validity of the underlying Perpetual License; for Annual Term License holders, the AMA is **mandatory** and extends both the license term and the maintenance entitlement. The AMA does **NOT** apply to Subscription Licensees.

“**Annual Term License**” means a license to use the Product granted to Licensee for an annually renewable term of one (1) year (or such other term as set forth in the applicable order), as issued by NPSI to Licensees who purchased licenses **on or after January 1, 2015 and on or before December 27, 2024** (prior to NPSI’s transition to a subscription-based licensing model). An Annual Term License is contingent upon Licensee maintaining a current AMA. **Without a current AMA, the Annual Term License itself expires and Licensee’s right to use the Product under that Annual Term License terminates. Reinstatement following AMA lapse requires purchase of a new, full-price Annual Term License or conversion to a Subscription per §2A(g).**

“**Beta Software**” has the meaning set forth in Section 38(a).

“**Business Associate**” and “**Covered Entity**” have the meanings set forth in 45 C.F.R. § 160.103 under HIPAA.

“**Client Software**” means any and all components of the Product that run on, or are intended to run on, a Device, including without limitation all user interfaces, administrative consoles, configuration tools, command-line utilities, software development kits, libraries, plug-ins, and supporting components used to access, manage, configure, monitor, develop with, or otherwise interact with the Server Software or the Product, and including all updates, supplements, hot fixes, and patches thereto, whether or not formally designated as such by NPSI.

“**Confidential Information**” means all non-public information disclosed by NPSI to Licensee, in any form, that is identified as confidential or that a reasonable person would understand to be confidential, including without limitation the Product, Documentation, source and object code, benchmark results, pricing, roadmaps, and technical know-how.

“**Connections**” means each distinct trading-partner interface, endpoint, or system to which the Product is configured to send, receive, route, transform, queue, validate, or otherwise exchange messages or data, whether such interface uses HL7 (any version), FHIR (any version or release), X12, NCPDP, NCPDP SCRIPT, EDIFACT, DICOM, CCD, custom or proprietary formats, or any other present or future protocol, format, transport, or standard. A separate Connection exists for each distinct trading partner, facility, sender/receiver, service provider, endpoint, system, location, queue, channel, or destination. By way of illustration and without limiting the foregoing, a one-to-one relationship exists between a Connection and each of: (a) an HL7 facility; (b) an X12 interchange sender/receiver; (c) an NCPDP service provider; (d) an EDIFACT interchange sender/receiver; (e) a FHIR endpoint, partner, or server; (f) a DICOM node or AE-title; and (g) any other distinct electronic trading partner, endpoint, system, queue, channel, or location to which the Product is configured to connect.

“**Device**” means any electronic device, system, or computing resource capable of running the Client Software or accessing the Product, including without limitation desktop and laptop computers, workstations, servers acting in a client role, virtual machines, containers, mobile phones, tablets, thin clients, terminal-emulator sessions, embedded systems, and any other present or future electronic device or system, whether physical, virtual, or hosted.

“**Documentation**” means all user manuals, administrator guides, technical specifications, integration guides, installation guides, release notes, online help, knowledge-base articles, training materials, video tutorials, white papers, FAQs, API references, schema documentation, and other materials published or made available by NPSI for the Product, in any form or medium, and as such materials may be updated, supplemented, or superseded by NPSI from time to time.

“**Integration**” has the meaning set forth in Section 36(a).

“**NPSI BAA**” means NPSI’s then-current standard form Business Associate Agreement, as referenced in Section 13A.

“**Perpetual License**” means a license to use the Product granted to Licensee on a **non-expiring basis** (subject to termination under this EULA) in exchange for a one-time license fee, as **originally issued by TC Software, Inc.** (NPSI’s predecessor in interest) to grandfathered Licensees who purchased licenses **prior to December 31, 2014**. A Perpetual License includes the right to use the specific Version of the Product for which the license was issued, and that right does **NOT** expire even if Licensee does not

maintain a current AMA. The right to receive updates, upgrades, Service Packs, hot fixes, or Support Services, however, is contingent upon Licensee maintaining a current AMA. **Reinstatement of a lapsed AMA requires purchase of a new, full-price license of the same configuration to restore continuous, unbroken AMA benefits.** Licenses purchased on or after January 1, 2015 are **Annual Term Licenses** or **Subscriptions**, not Perpetual Licenses.

“**PHI**” means Protected Health Information as defined under the U.S. Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”).

“**Server Software**” means any and all components of the Product that run on, or are intended to run on, a Server, including without limitation all backend, processing, parsing, transformation, routing, validation, persistence, scheduling, queuing, administration, monitoring, logging, and supporting components, whether installed as services, daemons, executables, containers, libraries, or otherwise, and including all updates, supplements, hot fixes, and patches thereto, whether or not formally designated as such by NPSI.

“**Servers**” means Licensee’s computers, virtual machines, containers, cloud instances, serverless execution environments, appliances, or other computing resources capable of running the Server Software, whether physical, virtual, hosted, on-premises, in a public or private cloud, in a colocation facility, or otherwise. The singular term “Server” has a corresponding meaning.

“**Subscription**” means a time-limited license to use the Product granted to Licensee for a defined Subscription Term in exchange for recurring subscription fees, as set forth in an order, **Renewal Acceptance Memo**, statement of work, or other NPSI-issued ordering document. Subscriptions are the sole prospective licensing model offered by NPSI as of **December 28, 2024**. A Subscription includes the right to receive updates, upgrades, Service Packs, and hot fixes released during the active Subscription Term. Subscriptions automatically expire at the end of each Subscription Term unless expressly renewed by Licensee and accepted by NPSI.

“**Subscription Term**” means the period during which a Subscription is active and Licensee has the right to use the Product under such Subscription, as set forth in the applicable order or agreement. UPON EXPIRATION OR TERMINATION OF A SUBSCRIPTION TERM WITHOUT RENEWAL, ALL OF LICENSEE’S RIGHTS TO USE THE PRODUCT UNDER THAT SUBSCRIPTION IMMEDIATELY CEASE.

“**Support Services**” means technical support, maintenance, and related services NPSI may provide under a separate agreement.

“**Warranty Period**” has the meaning set forth in Section 17(a).

2. GRANT OF LICENSE

Subject to Licensee’s continuous compliance with this EULA and timely payment of all applicable fees, NPSI grants Licensee a **limited, non-exclusive, non-transferable, non-sublicensable, revocable** license to install and use the Product solely for Licensee’s internal business purposes and only in the edition, scope, and quantity for which Licensee has paid the applicable license fees:

(a) DEVELOPER License. For each Developer license acquired, one (1) named individual is granted a personal license to use the Product solely for designing, developing, and testing Licensee’s software products. Developer licenses **may not** be used for production, staging that mirrors production, or any revenue-generating activity.

(b) PER-PROCESSOR License. For each Per-Processor license acquired, Licensee is granted a commercial license to use the Product for production use, limited to the specific processor(s) for which fees have been paid. Each physical or logical processor (including each vCPU in virtualized environments) requires a separate license.

(c) Entity Use. If Licensee is an entity, the license extends only to Licensee's own employees and on-site contractors bound by written confidentiality obligations no less protective than this EULA. **Affiliates are not licensed** and must obtain separate licenses.

2A. LICENSING MODELS AND TERM

(a) Three Licensing Models. NPSI offers (or has historically offered) the Product under three licensing models:

- (i) **Perpetual License** — granted prior to **December 31, 2014** by TC Software, Inc., NPSI's predecessor in interest. Legacy; grandfathered; no new Perpetual Licenses are issued. The license itself does not expire. **However, failure to maintain an in-force AMA for any period while operating any ConnectMate License requires purchase of a new, full-price license of the same configuration to reinstate the benefits of a contiguous and unbroken AMA.**
- (ii) **Annual Term License** — granted on or after **January 1, 2015 and on or before December 27, 2024** (prior to NPSI's transition to a subscription-based licensing model). Legacy; grandfathered; no new Annual Term Licenses are issued. The license itself expires annually and requires AMA renewal to remain valid.
- (iii) **Subscription** — the sole prospective licensing model as of **December 28, 2024**. The license itself is time-limited to the Subscription Term, with maintenance, updates, and Support Services integrated into the recurring Subscription fee.

The licensing model applicable to each license is set forth in the applicable order, statement of work, invoice, or NPSI license-key issuance. Where any provision of this EULA refers to "the license," "Licensee's license," or words of similar import, such reference shall be construed to mean Licensee's Perpetual License, Annual Term License, or Subscription, as applicable. Where this EULA refers to "fees," "license fees," or amounts paid or payable, such reference shall be construed to include Perpetual License fees, Annual Term License fees, AMA fees, Subscription fees, and all other fees, as applicable.

(b) Perpetual License Holders (Pre-2015). Licensees holding a Perpetual License may continue to use the specific Version of the Product for which the Perpetual License was issued, subject to: (i) Licensee's continuous compliance with this EULA and (ii) the limitations of Section 28 (End of Service, Stabilization, and End of Life). **A Perpetual License does NOT expire** regardless of AMA status. The expiration or non-renewal of an AMA does **NOT** terminate the underlying Perpetual License but **DOES TERMINATE** Licensee's right to receive any further updates, upgrades, new Versions, Service Packs, hot fixes, or Support Services for that Perpetual License. NPSI shall have no obligation to support, secure, certify, patch, or otherwise maintain the Product for any Perpetual License holder whose AMA has lapsed. **Reinstatement of AMA benefits following any lapse requires purchase of a new, full-price license of the same configuration; NPSI does not offer prorated, retroactive, or partial AMA reinstatement.**

(c) Annual Term License Holders (2015 to December 27, 2024). Licensees holding an Annual Term License may use the specific Version of the Product for which the Annual Term License was issued **ONLY DURING THE ACTIVE LICENSE TERM**. Each Annual Term License has a defined term (typically one (1)

year) and requires a current AMA to remain in effect. **UPON EXPIRATION OR LAPSE OF THE AMA, THE ANNUAL TERM LICENSE ITSELF AUTOMATICALLY EXPIRES, AND LICENSEE'S RIGHT TO USE THE PRODUCT UNDER THAT ANNUAL TERM LICENSE TERMINATES.** Licensee shall thereupon comply with Section 12(c) (Post-Termination Obligations). AMA renewal is at NPSI's sole discretion and is subject to Licensee's acceptance of the then-current EULA pursuant to Section 37(d) and payment of NPSI's then-current Annual Term License and AMA fees. **Reinstatement following any AMA lapse requires purchase of a new, full-price Annual Term License of the same configuration, or conversion to a Subscription per §2A(g); NPSI does not offer prorated, retroactive, or partial reinstatement.**

(d) Subscription Licensees (Current Model). Licensees holding a Subscription may use the Product **ONLY DURING THE ACTIVE SUBSCRIPTION TERM. UPON EXPIRATION OR TERMINATION OF THE SUBSCRIPTION TERM WITHOUT RENEWAL, ALL RIGHTS TO USE THE PRODUCT IMMEDIATELY TERMINATE, AND LICENSEE SHALL COMPLY WITH SECTION 12(c) (POST-TERMINATION OBLIGATIONS).** Subscription renewal is at NPSI's sole discretion and is subject to Licensee's acceptance of the then-current EULA pursuant to Section 37(d) and payment of NPSI's then-current Subscription fees. Subscriptions automatically expire at the end of each Subscription Term unless expressly renewed by Licensee and accepted by NPSI. Subscription fees include maintenance, updates, upgrades, Service Packs, hot fixes, and Support Services within the active Subscription Term; **no separate AMA is required or available for a Subscription.**

(e) Multiple Licenses; Independence. A single Licensee may hold one or more Perpetual Licenses, Annual Term Licenses, and/or Subscriptions simultaneously. **EACH LICENSE IS INDEPENDENT** and is governed by its respective Licensing Model as set forth in this Section 2A. The expiration, termination, lapse, or breach of one license does not affect the validity of any other license held by the same Licensee. License-specific provisions of this EULA (including Edition scope, fees, term, renewal mechanics, and lapse consequences) apply on a **per-license basis**. EULA acceptance, however, is at the Licensee-entity level — Licensee's acceptance of the then-current EULA in connection with any one license pursuant to Section 37 constitutes acceptance for all licenses held by Licensee.

(f) Equal Application of Protections. Except where this EULA expressly provides otherwise, **ALL RIGHTS, RESTRICTIONS, WARRANTIES, DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNIFICATIONS, AUDIT RIGHTS, CONFIDENTIALITY OBLIGATIONS, AND OTHER PROVISIONS OF THIS EULA APPLY EQUALLY AND IDENTICALLY TO LICENSEES HOLDING PERPETUAL LICENSES, ANNUAL TERM LICENSES, AND SUBSCRIPTIONS.** NPSI's protections — including the limitation of liability in Section 20, the disclaimers in Sections 17 and 18, the non-refundable fees policy in Section 35, the indemnity in Section 22, the venue and waivers in Section 25, the sole-operator and integration provisions in Section 36, the revision/re-acceptance rules in Section 37, and the audit rights in Section 11 — apply uniformly and do not vary by licensing model. Licensee acknowledges that the price paid by Licensee, whether as a Perpetual License fee, Annual Term License fee, AMA fee, or Subscription fee, reflects this uniform risk allocation.

(g) Conversion. NPSI may, at its sole discretion, offer Perpetual License holders or Annual Term License holders the opportunity to convert to a Subscription on terms set by NPSI from time to time. Conversion to a Subscription terminates the underlying Perpetual License or Annual Term License effective on the Subscription Term start date. NPSI shall have no obligation to offer conversion, and Licensee shall have no obligation to convert.

(h) No New Perpetual or Annual Term Licenses. NPSI no longer offers new Perpetual Licenses or new Annual Term Licenses. All new licensing engagements, edition changes that materially increase scope,

capacity additions, or new licensing relationships are exclusively Subscription-based, except as may be expressly approved in writing by an authorized officer of NPSI per Section 34.

3. USE AND INSTALLATION OF SERVER SOFTWARE AND CLIENT SOFTWARE

(a) Server Software — Edition-Specific Terms

Clearinghouse Edition. For any suitable production use within a hosted, transaction-based, multi-enterprise environment: (i) Licensee may make, use, and install the Server Software on multiple Servers, all components of which may be installed and used on multiple Servers within a hosted environment; (ii) Licensee may allow an unlimited number of simultaneous Connections by any number of users; and (iii) Licensee may utilize the Server Software on all processors of a multi-processor server.

Enterprise Edition. For any suitable production use within a single enterprise: (i) Licensee may make, use, and install the Server Software on individual Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow an unlimited number of simultaneous Connections by any number of users of a single enterprise; (iii) Licensee may utilize the Server Software on each licensed processor, as each processor of a multi-processor server requires a separate license; and (iv) all processors of a multi-processor server must be licensed.

Standard Edition. For any suitable production use: (i) Licensee may make, use, and install the Server Software on individual Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow ten (10) simultaneous **base Connections, and up to the sum of the base Connections plus any additional Connections purchased and licensed, up to a maximum of forty-nine (49) Connections**, by any number of users; and (iii) Licensee may utilize the Server Software on each licensed processor, as each processor of a multi-processor server requires a separate license.

Critical Access (modified Standard) Edition. For any suitable production use: (i) Licensee may make, use, and install the Server Software on individual Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow twenty-five (25) simultaneous **base Connections, and up to the sum of the base Connections plus any additional Connections purchased and licensed, up to a maximum of forty-nine (49) Connections**, by any number of users; and (iii) Licensee may utilize the Server Software on each licensed processor, as each processor of a multi-processor server requires a separate license.

Partner Edition (No longer available). For production use as an adapter for one (1) of Licensee's own commercially sold Server and/or Client products, and not for use as a general-purpose Interface Engine: (i) Licensee may make, use, and install the Server Software on individual non-Virtual Machine Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow four (4) simultaneous Connections by any number of users; (iii) Licensee may utilize the Server Software on a single licensed processor of a multi-processor server; and (iv) Licensee may not use the services of the Server Software by more than one (1) of Licensee's own commercially sold Server and/or Client products.

Personal Edition (No longer available). For any suitable production use: (i) Licensee may make, use, and install the Server Software on individual Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow two (2) simultaneous Connections by two (2) users; and (iii) Licensee may utilize the Server Software on a single licensed processor of a multi-processor server.

Developer Edition (No longer available). Solely for purposes of designing, developing, and testing Licensee's software product(s): (i) Licensee may make, use, and install the Server Software on individual Servers, all components of which may be installed and used on one and the same Server; (ii) Licensee may allow two (2) simultaneous Connections by any number of users; and (iii) Licensee may utilize the Server Software on all processors of a multi-processor Server.

Restrictions Common to All Editions. No Edition authorizes:

(1) use of the Product as a service-bureau, software-as-a-service, managed-service, application-service-provider, time-sharing, or hosted offering for the benefit of any third party, **whether deployed as a multi-tenant, single-tenant, per-customer-instance, or any other configuration**, except where expressly authorized in writing by NPSI or by the Clearinghouse Edition terms above; or

(2) deployment in a **Multi-Tenant Environment** in which any **Tenant** is not a **Permitted Tenant** of Licensee.

For purposes of this Section:

(a) **"Multi-Tenant Environment"** means any deployment of the Product in which the same Product instance or instances process, route, store, queue, or otherwise serve data, traffic, or operations belonging to more than one organizational entity, whether through formal tenant isolation, logical separation, shared infrastructure, or any other arrangement.

(b) **"Tenant"** means an organizational entity whose data, traffic, or operations are processed or served by a Product deployment, but excludes trading partners that merely exchange messages with the deployment without operating, controlling, or directing it.

(c) **"Permitted Tenant"** of Licensee means: (i) Licensee itself; (ii) any entity in which Licensee owns or controls one hundred percent (100%) of the voting interests, directly or indirectly; (iii) any entity that is, together with Licensee, under common one hundred percent (100%) ownership and control through a shared direct or indirect parent entity (i.e., a wholly-owned sister entity within the same corporate family); or (iv) any operating division, department, foundation, trust, or non-corporate operating unit of any of the foregoing. **The "Affiliate" definition in Section 1 (which uses a fifty percent (50%) ownership/control standard) does NOT, by itself, qualify an entity as a Permitted Tenant; Permitted Tenant status requires the 100% standard set forth in this subsection.**

(d) **Acquisitions and Divestitures.** An entity becomes a Permitted Tenant upon the closing of a transaction that results in 100% ownership or common parentage with Licensee. An entity ceases to be a Permitted Tenant upon the closing of any transaction that reduces such ownership or common parentage below 100%. Licensee shall have ninety (90) days from such closing to remove the former Permitted Tenant from any multi-tenant deployment of the Product.

(e) **Joint Ventures, Partial Ownership, and Other Affiliates.** Entities in which Licensee or its direct or indirect parent owns less than 100% — including without limitation joint ventures, accountable-care-organization (ACO) members, physician-affiliated practices, partially-owned subsidiaries, contractual affiliates, and similar arrangements — are **NOT** Permitted Tenants and require their own license, except where NPSI agrees otherwise in a separate written instrument signed by an authorized officer of NPSI per Section 34.

(f) **NPSI Right to Identification.** NPSI may, upon reasonable request, require Licensee to identify in writing the Permitted Tenants served by any multi-tenant deployment. Failure to identify Permitted

Tenants in response to such a request, or maintenance of any non-Permitted Tenant in a multi-tenant deployment, is a material breach of this EULA.

All processor counts shall be measured by physical core, hyper-thread, or vCPU (whichever yields the greater count).

(b) Client Software

Licensee may install and use the Client Software (no longer available) on any number of Devices, in conjunction with a valid Server Software license, solely for designing, developing, testing, and operating Licensee's ConnectMate® Engine solutions.

(c) Benchmark Testing

Licensee shall not, and shall not permit any third party to, publish, disclose, or otherwise make available the results of any benchmark, performance, capacity, or comparative test of the Product without NPSI's prior written consent. Licensee acknowledges that benchmark results constitute NPSI Confidential Information.

(d) Device Access

Any number of Devices may access the services of a Server running the Server Software, provided Licensee has acquired a valid license for each processor of such Server and required applicable Connections.

(e) Prohibited Uses

Licensee shall not, and shall not permit any third party to:

- (i) copy, modify, adapt, translate, or create derivative works of the Product except as expressly permitted herein;
- (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, or non-public APIs of the Product, except to the limited extent applicable law expressly prohibits such restriction;
- (iii) remove, alter, or obscure any proprietary notices, labels, or markings on the Product;
- (iv) circumvent, disable, or interfere with any license-key, license-management, anti-tampering, or security feature of the Product;
- (v) use the Product to develop a competing product or service, or for any unlawful, infringing, or harmful purpose;
- (vi) use the Product to process, store, or transmit any data in violation of applicable law, including HIPAA, GDPR, or any export-control law;
- (vii) sublicense, rent, lease, lend, sell, distribute, host, or operate the Product for the benefit of any third party;
- (viii) exceed the licensed quantity of Connections, processors, users, or Devices, even temporarily;

- (ix) use any output, log, telemetry, or metadata from the Product to train any machine-learning or artificial-intelligence model; or
- (x) use the Product in any of the following high-risk applications, OR rely on the Product as a **sole point of failure** in any application requiring fail-safe performance:
 - (A) operation of nuclear facilities;
 - (B) aircraft, vessel, or vehicle navigation or control;
 - (C) weapons systems;
 - (D) use **as**, or as a substitute for, **any medical device of any classification regulated by the U.S. Food and Drug Administration** (including without limitation any Class I, Class II, or Class III device, any Software as a Medical Device (“**SaMD**”), any Clinical Decision Support software that would not fall within the carve-out of Section 3060 of the 21st Century Cures Act (codified at 21 U.S.C. § 360j(o)), or any equivalent regulated medical device under any other jurisdiction, including without limitation the EU Medical Device Regulation, the UK Medicines and Healthcare products Regulatory Agency framework, Health Canada’s medical device regulations, the Australian Therapeutic Goods Administration, or Japan’s Pharmaceuticals and Medical Devices Agency). Licensee acknowledges that the Product is software and is **NOT cleared, approved, registered, certified, or marketed as a medical device of any class**, and Licensee shall not deploy, configure, market, hold out, or use the Product in any manner that would cause the Product, NPSI, or NPSI’s distribution of the Product to be subject to FDA premarket clearance, premarket approval, registration, listing, or other medical-device regulation under any jurisdiction.

Without limiting the foregoing, the following customer configurations under subsection (D) above will cause the Product to fall outside the Cures Act carve-out and to be regulated as a medical device, and are therefore **prohibited**:

- (D)(1) **closed-loop control** of any medical device (including infusion pumps, ventilators, dialysis equipment, anesthesia delivery, defibrillators, or implantable devices) based on data processed by the Product, without intervening healthcare-professional review;
- (D)(2) **time-critical autonomous clinical decisions or actions** taken by the Product, by an Integration, or by any downstream system triggered by the Product, where a healthcare professional cannot reasonably review the basis of such decision before action is taken;
- (D)(3) **acquisition, processing, or interpretation of medical images, in vitro diagnostic device signals, or physiological signals** (including ECG, EEG, EKG, oxygen saturation curves, blood-gas waveforms, or similar) by the Product or by logic embedded therein;
- (D)(4) configuration of the Product to **itself perform clinical analysis, drug-utilization review (DUR), drug-drug interaction checks, allergy checks, sepsis/SIRS/MEWS or other deterioration scoring, triage scoring, diagnostic determination, or similar clinical interpretive functions** (as distinct from routing or displaying such outputs generated by an external knowledge base or clinical system); or
- (D)(5) any deployment in which the Product is **presented to clinical users as the primary basis for any prevention, diagnosis, or treatment decision**, rather than as a recommendation subject to the user’s independent review of the underlying data and rationale;

- (E) any application in which Product failure, delay, misrouting, malformation, or loss of a single message could result in death, personal injury, or severe physical or environmental damage, **unless Licensee has implemented independent fail-safes, redundancies, and verification mechanisms such that the Product is not the sole point of failure** for such application.

Acknowledgment of Intended Healthcare Interface Use. Notwithstanding the foregoing, Licensee acknowledges and NPSI confirms that the Product is a **healthcare interface and integration engine** commonly and intentionally used to route, transform, validate, queue, parse, generate, or otherwise exchange clinical, administrative, financial, and operational messages between healthcare systems. Such routine clinical interface use — falling within the carve-out provisions of **Section 3060 of the 21st Century Cures Act (codified at 21 U.S.C. § 360j(o))** — is an **INTENDED USE** of the Product. Without limiting the foregoing, such intended use includes:

- (i) **transferring, storing, converting formats, and displaying** clinical, laboratory, radiology, pathology, pharmacy, and other healthcare data and results (Cures Act § 360j(o)(1)(D));
- (ii) laboratory and pathology result delivery, medication and pharmacy order routing, ADT and patient-movement messaging, scheduling, billing and claims transactions, consolidated clinical document exchange, FHIR resource exchange, and similar integration workflows;
- (iii) **administrative support of healthcare facilities and operations** (Cures Act § 360j(o)(1)(A));
- (iv) **electronic patient record functions**, including indexing, storage, search, and audit logging (Cures Act § 360j(o)(1)(C)); and
- (v) **routing or pass-through display of Clinical Decision Support recommendations** originated by independent knowledge bases or external clinical systems, where such recommendations are presented to healthcare professionals in a manner that permits independent review of the basis thereof (Cures Act § 360j(o)(1)(E)).

In every case, such intended use is subject to Licensee’s responsibilities under Section 36, including Licensee’s continuing obligation under Section 36(g) to classify workflow criticality, design appropriate fail-safes and redundancies, and ensure the Product is not a sole point of failure for any life-supporting or life-sustaining clinical decision.

4. USE OF REDISTRIBUTABLE CODE (“SDK Software”)

If included, Licensee may install and use copies of the SDK Software on computers located at Licensee’s premises solely for building applications that work in conjunction with the Server Software (“**Applications**”). Licensee may modify Sample Code identified in “samples” directories and may reproduce and distribute the Sample Code as modified, together with files listed in a REDIST.TXT file as “redistributable” (collectively, “**Redistributable Code**”), provided Licensee agrees:

- (1) to distribute the Redistributable Code in **object-code form only**, embedded in an Application that adds significant and primary functionality beyond the Redistributable Code itself;
- (2) **not** to use NPSI’s name, logo, trademarks, or trade dress to market the Application or modified code, and not to imply NPSI’s endorsement;
- (3) to include a valid copyright notice in Licensee’s own name on the Application;

- (4) to impose end-user license terms on Application recipients that are no less protective of NPSI than this EULA, including limitations on reverse engineering, warranty disclaimers, and limitation-of-liability provisions;
- (5) to **defend, indemnify, and hold harmless** NPSI, its Affiliates, officers, directors, employees, and agents from any claim, loss, damage, judgment, settlement, or expense (including reasonable attorneys' fees) arising from the Application or its distribution;
- (6) to comply with all other terms of this EULA; and
- (7) that NPSI reserves all rights not expressly granted.

5. RENTAL / COMMERCIAL HOSTING / SaaS PROHIBITION

Licensee shall not rent, lease, lend, time-share, sublicense, or provide commercial hosting, managed service, software-as-a-service, application-service-provider, or service-bureau access to the Product for the benefit of any third party, except as expressly authorized for the Clearinghouse Edition or in a separate written agreement signed by an authorized officer of NPSI.

6. RESERVATION OF RIGHTS

All rights not expressly granted to Licensee in this EULA are reserved by NPSI and its licensors. No implied licenses are granted, including under any patent, copyright, trademark, trade secret, or other intellectual property right.

7. UPGRADES

To use a Product identified as an upgrade, Licensee must first hold a valid Perpetual License, valid Annual Term License (with current AMA), or active Subscription for the underlying product identified by NPSI as eligible for the upgrade. Upon installation of the upgrade, Licensee's license to the prior version is **automatically terminated** (in the case of Perpetual License or Annual Term License holders) or **subsumed into the active Subscription** (in the case of Subscription Licensees), and Licensee shall, within thirty (30) days, destroy or permanently delete all copies of the prior version and certify such destruction in writing upon NPSI's request. For Perpetual License holders, eligibility for upgrades requires a current AMA. For Annual Term License holders, eligibility for upgrades requires a current AMA (which is the same instrument that keeps the Annual Term License itself in effect). For Subscription Licensees, eligibility for upgrades requires an active Subscription Term.

8. ADDITIONAL SOFTWARE

This EULA applies to all updates, supplements, hot fixes, patches, and add-on components provided by NPSI, unless NPSI provides separate terms with such materials, in which case those separate terms shall govern only the specific materials they accompany.

9. TRANSFER

The license is **personal to Licensee** and may not be transferred, assigned, sublicensed, or otherwise disposed of, by operation of law, merger, acquisition, change of control, sale of assets, or otherwise, without NPSI's prior written consent, which NPSI may grant or withhold in its sole discretion. Any purported transfer without such consent is void. For the avoidance of doubt:

- (a) **Change of Control** of Licensee constitutes an attempted transfer and requires NPSI's prior written consent;
- (b) **Intra-organizational reallocation** does not constitute a transfer, provided the receiving business unit remains bound by all terms of this EULA and the Annual Software Maintenance Agreement;
- (c) **Permitted Transfers**, if any, require: (i) transfer of all component parts, media, printed materials, this EULA, associated agreements, and Certificate of Authenticity (if any); (ii) the transferee's written agreement to all EULA terms and acceptance of the then-current EULA per Section 37; (iii) for **Perpetual License** transfers, the transferee's purchase of a current AMA within three (3) months and procurement of a new license key thereafter; (iv) for **Annual Term License** transfers, the transferee's assumption of, or new entry into, a current AMA on NPSI's then-current terms (without which the Annual Term License will expire at its next anniversary); (v) for **Subscription** transfers, the transferee's assumption of, or new entry into, an active Subscription on NPSI's then-current terms; and (vi) Licensee's destruction of all retained copies. NPSI may require, as a condition of consent to any transfer, that the transferee convert a Perpetual License or Annual Term License to a Subscription on NPSI's then-current terms.

10. CONFIDENTIALITY

Licensee acknowledges that the Product, Documentation, source and object code, benchmark results, pricing, roadmaps, and any non-public information disclosed by NPSI constitute NPSI's Confidential Information. Licensee shall:

- (a) hold all Confidential Information in strict confidence, using at least the degree of care it uses to protect its own confidential information, and in no event less than a reasonable degree of care;
- (b) not disclose Confidential Information to any third party except to employees and on-site contractors with a need to know who are bound by written confidentiality obligations no less protective than this Section 10;
- (c) use Confidential Information solely for purposes permitted by this EULA;
- (d) immediately notify NPSI in writing upon discovery of any unauthorized disclosure or use; and
- (e) upon termination of this EULA, return or destroy all Confidential Information and certify such return or destruction in writing upon request.

Licensee's confidentiality obligations survive termination of this EULA and continue for so long as the Confidential Information retains its confidential character.

11. AUDIT RIGHTS

Upon thirty (30) days' prior written notice, and no more than once per twelve-month period (except where NPSI has a reasonable, good-faith belief of material non-compliance, in which case no frequency limit applies), NPSI or its designated independent auditor may, during normal business hours, audit Licensee's records, systems, and deployments to verify compliance with this EULA. If an audit reveals under-licensing of five percent (5%) or more, or any willful non-compliance, Licensee shall (a) pay all underpaid license and maintenance fees at NPSI's then-current list price, (b) pay NPSI's reasonable audit costs, and (c) pay interest on unpaid amounts at the lesser of 1.5% per month or the maximum rate

permitted by law. The foregoing remedies are in addition to, and not in lieu of, any other remedies available to NPSI.

12. TERMINATION

(a) For Convenience by Licensee. Licensee may terminate this EULA at any time by ceasing all use of the Product and destroying all copies. **No refund, credit, or other monetary relief shall be due to Licensee on any termination, for any reason.**

(b) For Cause by NPSI. NPSI may terminate this EULA immediately upon written notice if Licensee (i) breaches any material term of this EULA, including any license-scope, payment (including failure to pay Subscription, Annual Term License, AMA, Perpetual License, maintenance, or Support fees when due), confidentiality, audit, or restricted-use provision; (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy or similar proceeding; or (iii) undergoes a Change of Control without NPSI's prior written consent.

(c) Post-Termination Obligations. Upon termination for any reason, all licenses granted hereunder immediately terminate, and Licensee shall (i) immediately cease all use of the Product; (ii) within thirty (30) days, destroy or permanently delete all copies of the Product, Documentation, and Confidential Information; and (iii) upon NPSI's request, certify such destruction in writing signed by an officer of Licensee.

(d) Survival. Sections 1, 2A(e), 2A(f), 3(c), 3(e), 4, 5, 6, 9, 10, 11, 12(a)–(e), 13, 13A, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25–34, 35–43, and 36(g)–(i) (excluding subsections that by their nature contemplate ongoing use of the Product) survive termination.

(e) Automatic Expiration of Subscriptions and Annual Term Licenses. Expiration of a Subscription Term without renewal, or lapse or expiration of the AMA required to maintain an Annual Term License, shall — in each case **automatically and without further notice** — terminate Licensee's right to use the Product under that Subscription or Annual Term License, respectively. Sections 12(c) and 12(d) apply to such expiration with the same force as to termination by NPSI for cause. No refund, credit, or proration of Subscription fees, Annual Term License fees, or AMA fees shall be due on such expiration. For the avoidance of doubt, neither such expiration affects any other license held by the same Licensee (per Section 2A(e)).

13. CONSENT TO USE OF DATA; TELEMETRY; NO PHI

(a) Telemetry and Support Data. Licensee agrees that NPSI and its Affiliates may collect, use, and retain technical information provided by Licensee or generated by the Product (including configuration, performance, error, and usage data) for purposes of providing Support Services, improving the Product, and developing new products. NPSI shall use commercially reasonable efforts not to use such information in a form that personally identifies any natural person.

(b) No PHI in Support Channels. Licensee shall not transmit to NPSI any PHI, personally identifiable health information, or other regulated personal data through any non-secure support channel. To the extent any such data is inadvertently transmitted, Licensee bears sole responsibility, and NPSI may delete or anonymize it without notice.

(c) De-Identified and Aggregated Data. NPSI may create, retain in perpetuity, and use de-identified and aggregated data derived from Licensee's use of the Product for any lawful business purpose.

13A. HIPAA BUSINESS ASSOCIATE FRAMEWORK

(a) Default Posture: Not a Business Associate. The Product is licensed for installation and operation by Licensee in Licensee’s own environment. In the default course of licensing, NPSI does not create, receive, maintain, or transmit PHI on behalf of Licensee. **ACCORDINGLY, IN THE ABSENCE OF A SEPARATELY EXECUTED NPSI BAA, NPSI IS NOT A BUSINESS ASSOCIATE OF LICENSEE UNDER HIPAA, AND THIS EULA SHALL NOT BE CONSTRUED AS, AND DOES NOT CONSTITUTE, A BUSINESS ASSOCIATE AGREEMENT.**

(b) Licensee’s Affirmative Covenants. Licensee represents, warrants, and covenants that it shall:

- (i) maintain all Business Associate Agreements required under HIPAA between Licensee and any Covered Entity for which Licensee processes PHI through the Product;
- (ii) not transmit any PHI to NPSI through any unsecured channel, including email, ticketing system, chat, screen-share, or telephone;
- (iii) anonymize, de-identify, or redact any PHI before sharing diagnostic data, sample messages, or log files with NPSI;
- (iv) obtain all consents, authorizations, and notices required from data subjects and regulators in connection with Licensee’s use of the Product; and
- (v) indemnify NPSI under Section 22 for any HIPAA, state privacy, or international privacy claim arising from Licensee’s failure to comply with this Section.

(c) When NPSI May Become a Business Associate. NPSI may, at its sole discretion and only upon both parties’ execution of the NPSI BAA, agree to act as a Business Associate of Licensee with respect to specifically scoped services. The NPSI BAA shall: (i) be a separate, signed instrument; (ii) govern only the specific services or engagements expressly identified therein; (iii) not modify this EULA except as expressly set forth in the NPSI BAA; (iv) terminate automatically upon completion or termination of the scoped services; and (v) be subject to additional fees as set forth in an order or statement of work.

(d) Inadvertent PHI Receipt. If NPSI receives PHI from Licensee in the absence of an executed NPSI BAA, NPSI may, at its option and without liability: (i) delete, return, or anonymize such PHI; (ii) suspend the affected support interaction; or (iii) require Licensee to execute an NPSI BAA before further engagement. Such receipt shall not, by itself, create a Business Associate relationship.

(e) No HIPAA Representations Regarding Product. NPSI makes no representation or warranty that the Product is “HIPAA compliant,” “HIPAA certified,” or sufficient for any Licensee’s HIPAA compliance program. HIPAA compliance is a function of an organization’s policies, procedures, and operations — not of any software product — and Licensee bears sole responsibility for its own HIPAA compliance.

14. NOT-FOR-RESALE SOFTWARE

Product identified as “Not for Resale,” “NFR,” “Evaluation,” or “Demo” may not be resold, transferred, or used for any purpose other than demonstration, test, or evaluation. NPSI provides such Product “AS IS” with no warranty whatsoever and accepts no liability arising from its use.

15. ACADEMIC EDITION SOFTWARE

To use Product identified as “Academic Edition” or “AE,” Licensee must be a “Qualified Educational User” as determined by NPSI. For qualification-related questions, contact NPSI Sales at NPSI’s then-current notice address (see Section 31) or by email at npsisupport@nexuspointsi.com.

16. EXPORT RESTRICTIONS AND TRADE COMPLIANCE

The Product is of U.S. origin. Licensee shall comply with all applicable U.S. and foreign export-control and trade-sanctions laws, including the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and regulations administered by the Office of Foreign Assets Control (OFAC). Licensee represents and warrants that it (a) is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions; (b) is not listed on any U.S. government restricted-party list, including the Specially Designated Nationals List, the Denied Persons List, or the Entity List; and (c) shall not export, re-export, or transfer the Product, directly or indirectly, in violation of such laws.

17. LIMITED WARRANTY

(a) The Warranty. NPSI warrants that, for ninety (90) days from the date Licensee first receives the Product under Licensee’s initial Perpetual License, initial Annual Term License, or initial Subscription Term (the “**Warranty Period**”), the Product will perform substantially in accordance with the Documentation when properly installed and used in the operating environment specified by NPSI. This is a one-time warranty per license. For the avoidance of doubt, the Warranty Period does **NOT** restart upon: (i) renewal of any AMA; (ii) renewal, extension, or reissuance of any Annual Term License or Subscription Term; (iii) issuance of any new license key; (iv) Edition change or upgrade; (v) conversion between licensing models (Perpetual, Annual Term, or Subscription); (vi) receipt of any update, supplement, Service Pack, hot fix, repair, replacement, or workaround; or (vii) Licensee’s acquisition of an additional license of any type.

(b) Exclusions. The Limited Warranty does not apply to, and NPSI shall have no obligation with respect to, any nonconformance arising from or in connection with:

- (i) accident, abuse, misuse, negligence, or abnormal use;
- (ii) modification, customization, or combination of the Product with hardware, software, data, or systems not approved in writing by NPSI;
- (iii) Licensee’s failure to install patches, updates, or upgrades made available by NPSI;
- (iv) viruses, malware, or unauthorized access;
- (v) environmental, network, infrastructure, or operator-error conditions outside NPSI’s published specifications;
- (vi) any supplement, update, service pack, hot fix, or other materials provided after the Warranty Period;
- (vii) Product identified as “Not for Resale,” “NFR,” “Evaluation,” “Demo,” “Beta,” or “Preview”;
or
- (viii) use of the Product in violation of this EULA.

(c) Implied Warranties. If applicable law mandates an implied warranty that cannot be excluded by contract, such implied warranty is limited in duration to the Warranty Period and is limited in scope and remedy to the same extent as the express Limited Warranty set forth in this Section 17.

(d) EXCLUSIVE REMEDY — NO REFUND. Licensee's sole and exclusive remedy, and NPSI's sole and entire obligation, for any breach of this Limited Warranty (or of any non-disclaimable implied warranty) shall be, at NPSI's sole option and as NPSI in its sole discretion may determine appropriate, one or more of the following:

- (i) commercially reasonable efforts to repair the Product;
- (ii) commercially reasonable efforts to replace the Product with a functionally equivalent version; or
- (iii) provision of a workaround, configuration change, or update that enables substantial conformance with the Documentation.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

- (A) NPSI HAS NO OBLIGATION TO PROVIDE A REFUND, CREDIT, REBATE, CHARGEBACK, OR SET-OFF OF ANY KIND, IN WHOLE OR IN PART, UNDER THIS LIMITED WARRANTY OR OTHERWISE;
- (B) ALL LICENSE FEES, MAINTENANCE FEES, SUPPORT FEES, AND OTHER AMOUNTS PAID OR PAYABLE TO NPSI ARE NON-CANCELABLE AND NON-REFUNDABLE UNDER ALL CIRCUMSTANCES, REGARDLESS OF USE OR NON-USE OF THE PRODUCT; AND
- (C) IF NONE OF THE REMEDIES IN (i)–(iii) ABOVE IS, IN NPSI'S SOLE JUDGMENT, COMMERCIAL PRACTICABLE, NPSI'S ENTIRE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE DISCHARGED BY TERMINATION OF THIS EULA AS TO THE NONCONFORMING PRODUCT, WHICH TERMINATION SHALL NOT ENTITLE LICENSEE TO ANY REFUND OR OTHER MONETARY RELIEF.

(e) Replacement Coverage. Any repaired or replacement Product, workaround, or update provided under this Limited Warranty is warranted only for the unexpired remainder, if any, of the original Warranty Period. The Warranty Period does not restart on repair, replacement, or workaround.

(f) Conditions to Remedy. To exercise the foregoing remedy, Licensee must, within the Warranty Period:

- (i) deliver to NPSI written notice describing the nonconformance with reasonable specificity;
- (ii) provide NPSI with reasonable access and information necessary to reproduce and diagnose the nonconformance; and
- (iii) provide proof of purchase from NPSI or an NPSI-authorized source.

Outside the United States, no warranty remedy is available without proof of purchase from an NPSI-authorized source.

(g) No Other Express Warranties. This Limited Warranty is the only express warranty provided by NPSI and is provided in lieu of all other express warranties (if any) created by any documentation, packaging, course of dealing, or course of performance.

18. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY IN SECTION 17, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND ALL SUPPORT SERVICES ARE PROVIDED **“AS IS” AND “WITH ALL FAULTS,”** AND NPSI AND ITS SUPPLIERS, AFFILIATES, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF (A) MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; (C) ACCURACY OR COMPLETENESS; (D) WORKMANLIKE EFFORT; (E) LACK OF VIRUSES; (F) LACK OF NEGLIGENCE; (G) TITLE, QUIET ENJOYMENT, QUIET POSSESSION; (H) CORRESPONDENCE TO DESCRIPTION; (I) NON-INFRINGEMENT; (J) UNINTERRUPTED OR ERROR-FREE OPERATION; OR (K) THAT THE PRODUCT WILL MEET LICENSEE’S REQUIREMENTS OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA.

LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE LICENSEE’S INTENDED RESULTS AND FOR THE USE AND RESULTS OBTAINED FROM THE PRODUCT.

19. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NPSI, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR (A) LOSS OF PROFITS, REVENUE, OR ANTICIPATED SAVINGS; (B) LOSS, CORRUPTION, OR INACCURACY OF DATA OR INFORMATION; (C) BUSINESS INTERRUPTION; (D) LOSS OF GOODWILL OR REPUTATION; (E) PERSONAL INJURY; (F) LOSS OF PRIVACY; (G) FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR REASONABLE CARE); (H) NEGLIGENCE; OR (I) ANY OTHER PECUNIARY OR ECONOMIC LOSS, ARISING OUT OF OR RELATING TO THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR THIS EULA, EVEN IF NPSI OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY DAMAGES LICENSEE MAY INCUR FOR ANY REASON (INCLUDING ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT, GENERAL, OR ACTUAL DAMAGES), THE **AGGREGATE, CUMULATIVE LIABILITY** OF NPSI, ITS AFFILIATES, SUPPLIERS, AND LICENSORS UNDER OR RELATING TO THIS EULA, REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE), SHALL **NOT EXCEED, IN THE AGGREGATE, U.S. \$100.00.**

FOR THE AVOIDANCE OF DOUBT, THE FOREGOING IS A CAP ON DAMAGES, NOT A MINIMUM, AND DOES NOT ENTITLE LICENSEE TO ANY REFUND OF FEES PAID OR PAYABLE. ALL FEES ARE NON-REFUNDABLE AS SET FORTH IN SECTIONS 17 AND 35.

THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 17, 18, AND 19) APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, AND ARE A FUNDAMENTAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. LICENSEE ACKNOWLEDGES THAT NPSI WOULD NOT PROVIDE THE PRODUCT WITHOUT THESE LIMITATIONS AND THAT THE FEES CHARGED REFLECT THIS ALLOCATION OF RISK.

21. STATUTE OF LIMITATIONS

Any cause of action arising out of or relating to this EULA or the Product must be commenced within **one (1) year** after the cause of action accrues, or such cause of action is permanently barred. This limitation applies to the maximum extent permitted by applicable law.

22. INDEMNIFICATION BY LICENSEE; FINANCIAL CAPACITY

(a) Indemnification. Licensee shall **defend, indemnify, and hold harmless** NPSI, its Affiliates, and their respective officers, directors, employees, agents, suppliers, and licensors from and against any and all claims, demands, suits, losses, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Licensee's use of the Product, including any Application, Integration, or derivative built therewith; (ii) Licensee's breach of this EULA; (iii) Licensee's violation of any applicable law, including HIPAA, export-control, or privacy laws; (iv) any claim that Licensee's data, content, Application, Integration, or modifications infringe or misappropriate the rights of any third party; (v) Licensee's negligence or willful misconduct; (vi) any clinical, medical, healthcare, or patient-outcome event arising from or related to use of the Product or any Integration as further described in Section 36(e); (vii) any unauthorized security testing, vulnerability disclosure, or research described in Section 42; or (viii) any data breach, unauthorized access, ransomware, malware, or other security incident in Licensee's environment as further described in Section 36(i).

(b) Financial Capacity to Indemnify. Licensee acknowledges that its indemnification obligations under this Section 22, and its other financial obligations under this EULA, require Licensee to maintain sufficient financial capacity — whether through insurance, capital reserves, or otherwise — to discharge such obligations in full. NPSI may, in connection with any Clearinghouse Edition, Enterprise Edition, professional services engagement, or NPSI BAA execution, require Licensee to provide reasonable evidence of such financial capacity, including certificates of insurance, as a condition of providing the Product or services. Failure to maintain such capacity is a material breach of this EULA.

23. EQUITABLE RELIEF

Licensee acknowledges that breach of Sections 2, 3(c), 3(e), 4, 5, 9, 10, 11, 16, 36(h), 38, 39, or 42 would cause NPSI irreparable harm for which monetary damages would be inadequate, and NPSI shall be entitled to seek **injunctive and other equitable relief**, without bond or proof of damages, in addition to any other remedies available at law or in equity.

24. U.S. GOVERNMENT LICENSE RIGHTS

All Product provided to the U.S. Government is “Commercial Computer Software” and “Commercial Computer Software Documentation” as those terms are used in FAR 12.212 and DFARS 227.7202, and is licensed only with the commercial rights set forth in this EULA. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth herein. Contractor/manufacturer is Nexus Point Systems Integration, LLC, at NPSI's then-current notice address (see Section 31).

25. APPLICABLE LAW AND VENUE

This EULA is governed by and shall be construed in accordance with the laws of the **Commonwealth of Virginia, United States of America**, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The parties agree that the **state and federal courts located in the City of Richmond, Virginia** shall have **exclusive jurisdiction and venue** over any dispute, claim, or controversy arising out of or relating to this EULA, the Product, or the Support Services. Each party irrevocably:

- (a) consents and submits to the personal jurisdiction of such courts;
- (b) waives any objection to venue, including any objection based on forum non conveniens; and
- (c) agrees that service of process may be effected as permitted by Virginia law or any other means permitted by applicable law.

EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY in any action arising out of or relating to this EULA. **Each party waives any right to participate in any class, collective, or representative action** against the other.

If Licensee acquired the Product outside the United States, the foregoing choice of law and venue shall still apply to the maximum extent permitted by applicable law; where local mandatory law prohibits enforcement of this Section in whole or in part, the remainder shall continue in full force and effect.

26. OWNERSHIP AND PROPRIETARY INFORMATION

Title, ownership, and all rights in the intellectual property — including patents, copyrights, trademarks, trade secrets, and moral rights — in the ConnectMate® Engine, NPSI hardware, NPSI Support, Documentation, and any derivative works, deliverables, or goodwill arising therefrom, belong exclusively to and shall remain with NPSI and/or its licensors. Contingent upon Licensee's payment in full of all applicable license and Support fees, NPSI grants Licensee a royalty-free, non-exclusive, non-transferable license to use deliverables provided as part of NPSI Support solely for Licensee's internal business purposes, consistent with the purpose for which provided. The Product is **licensed, not sold**.

Feedback. Any suggestion, idea, improvement, or feedback provided by Licensee regarding the Product ("**Feedback**") is provided to NPSI **without obligation or expectation of compensation**, and Licensee hereby assigns to NPSI all right, title, and interest in such Feedback, including all intellectual property rights, and waives any moral rights therein.

27. THIRD-PARTY AND OPEN-SOURCE COMPONENTS

The Product may include third-party or open-source components, which are licensed under their own terms set forth in the Documentation or accompanying notices. To the extent of any conflict, those terms govern such components only. NPSI provides no warranty or indemnity with respect to third-party or open-source components beyond what is required by their respective licenses.

28. END OF SERVICE, STABILIZATION, AND END OF LIFE

NPSI may, in its sole discretion, designate any Version or Release of the Product as End of Service ("**EOS**"), Stabilized, or End of Life ("**EOL**"), and set the applicable date. NPSI will use commercially reasonable efforts to provide at least six (6) months' prior notice of an EOS or EOL date, except where a third party withdraws support on shorter notice. Following EOS or EOL, no further development, Service Packs, or Fixes will be provided, and Support Services will cease, except for written commitments previously made for a specified period.

Effect on Perpetual License Holders. Following EOS or EOL of a Version, Perpetual License holders may continue to use the specific Version they have licensed, at their own risk and in accordance with this EULA, but will not receive any further updates, upgrades, Service Packs, Fixes, or Support Services. NPSI has no obligation to support, secure, certify, or otherwise maintain such Versions following EOL. The Perpetual License itself remains in effect (it is non-expiring).

Effect on Annual Term License Holders. Following EOS or EOL of a Version, Annual Term License holders may continue to use the specific Version through the end of their current AMA term, at their own risk and without further updates or Support. Upon AMA expiration, the Annual Term License itself automatically expires per Section 2A(c). NPSI may decline to renew an AMA for an Annual Term License covering an EOL Version, in which case Licensee's options are to convert to a Subscription per Section 2A(g) or cease use.

Effect on Subscription Licensees. Following EOS or EOL of a Version, Subscription Licensees shall upgrade to a then-supported Version of the Product within the upgrade window communicated by NPSI. NPSI's obligation under a Subscription extends to the then-supported Version, not to any specific prior Version. Continued use of an EOL Version following the upgrade window may be discontinued at NPSI's discretion through license-key suspension or non-renewal of the Subscription.

Licensee's exclusive options following EOS or EOL are to (a) purchase Extended Support if offered, (b) continue use with Self-Service Support only (subject to the licensing-model rules above), or (c) migrate to an alternate product offered by NPSI. **No refund or proration of fees (including Perpetual License fees, Annual Term License fees, AMA fees, or Subscription fees) shall be due to Licensee on EOS, Stabilization, or EOL of any Product.**

29. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, government action, labor disputes, internet or utility outages, or supplier failures.

30. ASSIGNMENT

Licensee may not assign or transfer this EULA, by operation of law or otherwise, without NPSI's prior written consent. NPSI may assign this EULA without restriction. Any attempted assignment in violation of this Section is void.

31. NOTICES

Notices to NPSI must be in writing and delivered by U.S. Mail, certified mail, or recognized overnight courier to: **Nexus Point Systems Integration, LLC, Attn: Legal Department, PO Box 3209, Glen Allen, VA 23058**, with a copy by email to npsisupport@nexuspointsi.com. Notices to Licensee may be delivered by email to the address Licensee has provided to NPSI or by posting to NPSI's website. Notices are effective upon receipt or, if by website posting, upon posting.

Address Subject to Change. The address set forth above is provided for informational purposes only and is subject to change by NPSI **without amendment to this EULA**. The then-current notice address may be obtained from NPSI's website or by contacting NPSI Sales. NPSI's failure to update any address reference within this EULA or any prior version thereof following a change shall not invalidate, delay, or excuse any obligation of Licensee, including any obligation to provide notice. Notice sent in good faith to a prior NPSI address shall be deemed effective upon NPSI's actual receipt.

32. SEVERABILITY; WAIVER; NO THIRD-PARTY BENEFICIARIES

If any provision is held unenforceable, the remainder shall continue in full force, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving its intent. No waiver of any breach is a waiver of any subsequent breach. This EULA does not create any third-party beneficiary rights, except that NPSI's Affiliates, suppliers, and licensors are intended beneficiaries of the disclaimers, exclusions, and limitations set forth herein.

33. ATTORNEYS' FEES

In any action arising out of or relating to this EULA, the **prevailing party** shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs in addition to any other relief.

34. CONSTRUCTION; ENTIRE AGREEMENT; AMENDMENTS

Section headings are for convenience only and do not affect interpretation. The words "including," "include," and "such as" are deemed to be followed by "without limitation." Ambiguities shall not be construed against the drafter.

This EULA, together with any addendum or amendment included with the Product and any associated Annual Software Maintenance Agreement and Technical Support Services Agreement, constitutes the **entire agreement** between Licensee and NPSI relating to the Product and supersedes all prior or contemporaneous oral or written communications, proposals, and representations.

Amendments. This EULA may be amended only by a writing **expressly identified as an amendment, dated, and signed by an authorized officer of NPSI (Chief Executive Officer, President, or General Counsel) and a duly authorized representative of Licensee.** No sales representative, channel partner, reseller, distributor, support engineer, professional-services consultant, implementation engineer, or other person has authority to amend, waive, or modify any provision of this EULA. **No purchase order, click-through, click-wrap, pre-printed terms, master service agreement, vendor portal terms, supplier code of conduct, information-security schedule, or other document submitted by Licensee shall modify this EULA,** even if signed or acknowledged by any NPSI employee or representative. NPSI's tacit acceptance of any communication, payment, performance, or course-of-dealing shall not amend this EULA. To the extent the terms of any NPSI policy or program for Support Services conflict with this EULA, this EULA controls.

The Product is protected by copyright and other intellectual-property laws and treaties. NPSI or its licensors own all title, copyright, and other intellectual-property rights in the Product. **The Product is licensed, not sold.**

35. NON-REFUNDABLE FEES

All Perpetual License fees, Annual Term License fees, Subscription fees (including all fees paid for any active or prior Subscription Term), AMA fees, maintenance fees, Support Services fees, training fees, professional services fees, implementation fees, and any other amounts paid or payable to NPSI under this EULA or any related agreement are **non-cancelable and non-refundable**, in whole or in part, under any circumstance, including without limitation:

- (a) Licensee's non-use, partial use, or dissatisfaction with the Product;

- (b) termination or expiration of this EULA, any Subscription, or any Subscription Term for any reason (including termination by NPSI for cause, Subscription non-renewal, or termination by Licensee for convenience);
- (c) End of Service, Stabilization, or End of Life of any Version or Release;
- (d) Licensee's loss of, damage to, or inability to use any license key, media, or copy of the Product;
- (e) Change of Control of Licensee or any reorganization, consolidation, or business interruption affecting Licensee;
- (f) any breach of warranty (for which Licensee's sole and exclusive remedy is set forth in Section 17);
- (g) any alleged failure of the Product to meet Licensee's expectations, requirements, or use case;
- (h) any delay, suspension, or interruption of Support Services;
- (i) Licensee's election not to accept any revision of this EULA under Section 37; or
- (j) NPSI's suspension of any license key pending Licensee's acceptance of a revised EULA, payment of fees, or remediation of a breach.

NPSI shall not be obligated to issue any refund, credit, rebate, set-off, chargeback, or proration of fees, and Licensee irrevocably **waives any right of chargeback, recoupment, set-off, or reversal** against NPSI through any payment processor, bank, card network, or other intermediary. Any chargeback initiated by Licensee in violation of this Section shall constitute a material breach of this EULA.

36. CUSTOMER-DEVELOPED INTEGRATIONS; LICENSEE AS SOLE OPERATOR; CLINICAL OUTCOMES

(a) No NPSI Responsibility for Integrations. NPSI SHALL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION OF ANY KIND, AT ANY TIME, FOR ANY interface, integration, transformation, mapping, channel, route, script, workflow, business rule, configuration, parser customization, schema extension, profile, terminology binding, or other artifact developed, configured, deployed, operated, published, distributed, or maintained using or with the Product (collectively, an "**Integration**"), REGARDLESS OF WHO DESIGNED, BUILT, REVIEWED, OR OPERATES SUCH INTEGRATION, including without limitation Integrations developed, deployed, or published by:

- (i) Licensee or any of its employees, contractors, consultants, vendors, or agents;
- (ii) any Affiliate of Licensee;
- (iii) NPSI, NPSI personnel, or NPSI's contractors or agents (including in the course of professional services, implementation services, support, training, or remote assistance, which services NPSI provides as an accommodation or for separately stated fees but for which **NPSI ACCEPTS NO LIABILITY FOR THE RESULTING INTEGRATION'S BEHAVIOR, ACCURACY, SECURITY, REGULATORY CONFORMANCE, OR OUTCOMES IN ANY ENVIRONMENT**);
- (iv) any third party that makes such Integration available to Licensee through a marketplace, repository, open-source distribution, community, partner, or other arrangement; or
- (v) any successor, assignee, or transferee of any of the foregoing.

(b) Licensee Acceptance of Full Responsibility. BY INSTALLING, ACCESSING, OR USING THE PRODUCT, LICENSEE IRREVOCABLY ACCEPTS FULL AND SOLE RESPONSIBILITY FOR THE DESIGN, CONTENT, BEHAVIOR, SECURITY, ACCURACY, COMPLETENESS, REGULATORY CONFORMANCE, CLINICAL CORRECTNESS, PERFORMANCE, AND OUTCOMES OF EVERY INTEGRATION THAT OPERATES IN OR THROUGH LICENSEE'S ENVIRONMENT, REGARDLESS OF THE INTEGRATION'S ORIGIN OR AUTHORSHIP. Licensee acknowledges that interface engines and message-processing software fundamentally depend on configuration choices, mappings, schemas, and data inputs supplied by their operators, and that NPSI cannot and does not validate, audit, certify, or warrant any Integration.

(c) Licensee as Sole Operator. LICENSEE IS, AND AT ALL TIMES SHALL BE DEEMED TO BE, THE **SOLE OPERATOR AND CONTROLLER** OF EVERY INSTANCE OF THE PRODUCT DEPLOYED WITHIN, ACCESSIBLE FROM, OR INTEGRATED WITH LICENSEE'S ENVIRONMENT, whether such instance is properly licensed, unlicensed, expired, beta, evaluation, demonstration, trial, transitional, or otherwise, and whether installed by Licensee, by NPSI, by NPSI personnel, by an Affiliate, or by any third party. Licensee bears sole responsibility for the operation, monitoring, availability, security, backup, disaster recovery, configuration, message handling, error handling, audit logging, regulatory compliance, and outcomes of each such instance.

(d) No Joint Operation. NO ACT OR OMISSION OF NPSI — INCLUDING PROVISION OF INSTALLATION SERVICES, PROFESSIONAL SERVICES, SUPPORT, TRAINING, REMOTE ASSISTANCE, TEMPORARY ACCESS, OR CONFIGURATION GUIDANCE — SHALL BE CONSTRUED TO MAKE NPSI AN OPERATOR, JOINT OPERATOR, CONTROLLER, JOINT CONTROLLER, PROCESSOR, DATA CUSTODIAN, AGENT, FIDUCIARY, OR PARTNER OF LICENSEE WITH RESPECT TO ANY PRODUCT INSTANCE OR INTEGRATION. The parties expressly intend that NPSI is and remains a software licensor only.

(e) Healthcare and Clinical Outcomes. The Product processes healthcare-related messages, including HL7, NCPDP, X12, and EDIFACT data. LICENSEE ACKNOWLEDGES AND AGREES THAT:

- (i) THE PRODUCT IS **NOT AN FDA-REGULATED MEDICAL DEVICE OF ANY CLASSIFICATION** (CLASS I, II, OR III), IS **NOT SOFTWARE AS A MEDICAL DEVICE (SaMD)**, IS NOT CLINICAL DECISION SUPPORT THAT WOULD FALL OUTSIDE THE CARVE-OUT OF SECTION 3060 OF THE 21ST CENTURY CURES ACT, IS NOT CLEARED, APPROVED, REGISTERED, OR CERTIFIED FOR ANY MEDICAL-DEVICE USE UNDER ANY JURISDICTION, AND IS NOT INTENDED FOR USE IN PROVIDING MEDICAL DIAGNOSIS, TREATMENT, OR ADVICE;
- (ii) THE CORRECTNESS, TIMELINESS, AND CLINICAL INTERPRETATION OF EVERY MESSAGE PROCESSED THROUGH OR BY THE PRODUCT IS THE SOLE RESPONSIBILITY OF LICENSEE AND THE CLINICAL PERSONNEL, SYSTEMS, AND INSTITUTIONS THAT RELY ON SUCH MESSAGES;
- (iii) NPSI SHALL HAVE **NO LIABILITY** FOR ANY CLINICAL DECISION, PATIENT OUTCOME, MEDICATION ERROR, MISDIAGNOSIS, DELAYED CARE, OR OTHER HEALTHCARE EVENT ARISING FROM OR RELATED TO THE PRODUCT, ANY INTEGRATION, OR ANY MESSAGE PROCESSED THEREBY; AND
- (iv) LICENSEE **REPRESENTS AND WARRANTS** to NPSI that Licensee will not deploy, configure, market, hold out, or use the Product in any manner that would cause the Product, NPSI, or NPSI's distribution of the Product to be subject to FDA premarket clearance, premarket approval, registration, listing, or other medical-device regulation under any jurisdiction. Licensee's indemnification obligations under Section 22 expressly extend to any claim, regulatory action, investigation, fine, penalty, or recall arising from or related to Licensee's breach of this

representation, including any use of the Product in a manner that causes it to fall within the definition of an FDA-regulated medical device, SaMD, or equivalent under any jurisdiction; AND

- (v) **MARKETING AND LABELING COVENANT.** LICENSEE COVENANTS that Licensee shall not market, label, advertise, describe, hold out, or otherwise represent its deployment of the Product, or any Integration incorporating the Product, in any manner that would cause the Product or such deployment to be classified, regulated, or reasonably considered a medical device, Software as a Medical Device, Clinical Decision Support outside the Cures Act carve-out, or any other regulated medical product under any jurisdiction. Licensee's representations and descriptions in marketing materials, sales collateral, customer-facing labeling, advertising, websites, public statements, regulatory filings, accreditation submissions, vendor questionnaires, RFP responses, or product literature shall not contradict the EULA's framing of the Product as a healthcare interface and integration engine. Licensee acknowledges that FDA and other regulators may infer "intended use" from how a product is marketed or labeled, regardless of the underlying software's technical capabilities, and Licensee's representations to the market constitute a material allocation of regulatory risk between the parties. Licensee's breach of this covenant is a material breach of this EULA and triggers indemnification under Section 22.

(f) Indemnification. Licensee's indemnification obligations under Section 22 expressly extend to all claims arising from or relating to any Integration, any Product instance deployed in Licensee's environment, and any clinical or healthcare outcome described in subsection (e) or any workflow-criticality determination described in subsection (g).

(g) Composition of Subsystems; Workflow Criticality. Licensee acknowledges that the Product is one component within Licensee's broader composition of clinical, operational, and technical subsystems, and that the safety, criticality, and life-supporting or life-sustaining character of any given workflow is determined by the **COMPOSITION, TIMING, CONFIGURATION, AND CLINICAL CONTEXT** of all subsystems operating together, **NOT BY THE PRODUCT ALONE**. Workflows that are non-critical in one composition may become life-critical in another, and may change criticality over time as Licensee adds, removes, reconfigures, or repurposes subsystems, message types, integrations, trading partners, care settings, or patient populations.

LICENSEE BEARS SOLE RESPONSIBILITY FOR:

- (i) classifying the criticality of each workflow that incorporates the Product, at the time of initial deployment and continuously thereafter;
- (ii) designing fail-safes, redundancies, alternate channels, queueing strategies, alerting, monitoring, and human-verification steps appropriate to the criticality of each workflow;
- (iii) reassessing such classifications and safeguards whenever the composition, timing, configuration, clinical use, care setting, or patient population of any workflow changes;
- (iv) ensuring that no workflow involving the Product relies on the Product as a sole point of failure for any clinical, life-supporting, or life-sustaining decision; and
- (v) complying with all applicable clinical, regulatory, and accreditation requirements (including Joint Commission, CMS Conditions of Participation, ONC certification requirements, state licensure requirements, and equivalent international standards) for each such workflow.

NPSI HAS NO KNOWLEDGE OF, AND NO ABILITY TO DETERMINE OR CONTROL, THE COMPOSITION OR CRITICALITY OF ANY WORKFLOW IN LICENSEE'S ENVIRONMENT. ACCORDINGLY, **NPSI SHALL HAVE NO LIABILITY FOR ANY OUTCOME ARISING FROM THE COMPOSITION, CRITICALITY, OR EVOLUTION OF ANY WORKFLOW**, REGARDLESS OF THE PARTY OR PARTIES THAT DESIGNED, BUILT, DEPLOYED, OR MODIFIED ANY COMPONENT OF SUCH WORKFLOW, AND REGARDLESS OF WHETHER NPSI PROVIDED PROFESSIONAL SERVICES, IMPLEMENTATION ASSISTANCE, OR ANY OTHER GUIDANCE WITH RESPECT TO SUCH WORKFLOW.

(h) Security Disclaimer; Licensee Responsibility for All Security and Access Controls. The Product is licensed as a healthcare interface and integration engine. The Product is **NOT** a security tool, identity provider, access-control system, authentication service, authorization service, encryption gateway, intrusion-detection or intrusion-prevention system, data-loss-prevention system, or security information and event management ("SIEM") system. The Product provides no perimeter, endpoint, network, application, or data security beyond what is incidental to its message-routing function. **LICENSEE IS SOLELY RESPONSIBLE** for designing, implementing, operating, monitoring, and maintaining all security controls necessary to protect: (i) the Product and its deployment environment; (ii) the data the Product processes, stores, or transmits; (iii) the upstream and downstream systems to which the Product connects; and (iv) the credentials, license keys, and access mechanisms used in connection with the Product. Such controls include without limitation access controls, authentication, authorization, encryption (in transit and at rest), key management, network segmentation, firewalls, monitoring, logging, vulnerability management, patch management, incident response, breach detection, and physical security. NPSI's role is as a software licensor; **NPSI does not operate, monitor, audit, or secure Licensee's environment in the ordinary course of licensing.**

(i) No NPSI Liability for Data Breach or Security Incident. All data created by, processed by, stored in, transmitted through, queued by, displayed by, or otherwise associated with the Product in Licensee's environment is **Licensee's data**, in Licensee's custody, and subject to Licensee's security controls and Licensee's legal and regulatory obligations. NPSI is not a custodian, controller, or processor of such data (except as expressly set forth in a separately executed NPSI BAA covering specifically scoped services). **NPSI SHALL HAVE NO LIABILITY FOR ANY DATA BREACH, UNAUTHORIZED ACCESS, EXFILTRATION, RANSOMWARE, MALWARE, SECURITY INCIDENT, OR OTHER COMPROMISE** affecting data, systems, credentials, or operations in Licensee's environment, regardless of cause, including without limitation any incident arising from or related to:

- (i) Licensee's security configuration, controls, or policies (or absence thereof);
- (ii) actions or omissions of Licensee's personnel, contractors, agents, or vendors;
- (iii) cyberattacks, social engineering, phishing, or other adversarial activity against Licensee's network, systems, personnel, or infrastructure;
- (iv) compromise, theft, sharing, or unauthorized use of credentials, license keys, or access mechanisms in Licensee's possession;
- (v) Licensee's integration with upstream or downstream systems, trading partners, or third-party services;
- (vi) configuration errors, deployment defects, or workflow design choices by Licensee or any party acting on Licensee's behalf (including NPSI personnel performing professional services per §36(a)(iii)); or

(vii) any other cause arising in, attributable to, or originating from Licensee's environment.

Licensee's indemnification obligations under Section 22 expressly extend to any claim, regulatory action, investigation, fine, penalty, notification cost, breach-response cost, or third-party demand arising from any such incident.

37. EULA REVISIONS; ACCEPTANCE REQUIRED FOR CONTINUED USE AND ON RENEWAL

(a) NPSI's Right to Revise. NPSI may revise this EULA from time to time in its sole discretion to reflect changes in law, Product functionality, business practices, or risk allocation. The then-current version of this EULA, as posted on NPSI's website or otherwise made available by NPSI, is the only EULA that governs Licensee's use of the Product. NPSI may provide notice of revision by email, in-Product notification, website posting, license-key refresh, or other reasonable means.

(b) Acceptance Required to Begin Use. Licensee's first installation, access, or use of the Product constitutes Licensee's acceptance of the then-current EULA. Licensee may not use the Product before accepting the then-current EULA.

(c) Acceptance Required to Continue Use After Revision. Each revision of this EULA becomes effective on the date NPSI designates (which may be the date of posting, the date of notice, the date a license key is next refreshed, or such other date as NPSI may set). **LICENSEE'S CONTINUED INSTALLATION, ACCESS, OR USE OF THE PRODUCT AFTER THE EFFECTIVE DATE OF A REVISION, AND IN ANY EVENT LICENSEE'S CONTINUED USE OF THE PRODUCT MORE THAN THIRTY (30) DAYS AFTER A REVISION BECOMES AVAILABLE, CONSTITUTES LICENSEE'S FULL AND BINDING ACCEPTANCE OF THE REVISED EULA.** NPSI may, at its discretion, require affirmative click-through, signed, or other express acceptance of any revision as a condition of continued use, **INCLUDING BY SUSPENDING LICENSEE'S LICENSE KEY OR REFUSING TO ISSUE A RENEWAL LICENSE KEY UNTIL SUCH ACCEPTANCE IS OBTAINED.**

(d) Acceptance Required on Renewal or Re-Key. Each renewal, extension, upgrade, edition change, additional-seat or additional-Connection purchase, **Subscription renewal, Subscription Term extension, Annual Term License renewal, conversion from a Perpetual License or Annual Term License to a Subscription,** Annual Maintenance Agreement renewal, Technical Support Services Agreement renewal, and re-keying or re-issuance of any license key, whether initiated by Licensee, by NPSI, by automatic renewal, by reseller, or by any other means, **CONSTITUTES LICENSEE'S ACCEPTANCE OF THE THEN-CURRENT EULA AS OF THE EFFECTIVE DATE OF THE RENEWAL OR NEW LICENSE.** NPSI may require Licensee to expressly re-affirm acceptance of the then-current EULA as a condition of any renewal, license-key issuance, Annual Term License renewal, Subscription term, edition change, or upgrade. Per Section 2A(e), acceptance triggered by any one license constitutes acceptance for all licenses held by Licensee.

(e) Licensee's Sole Remedy If Revisions Are Unacceptable. Licensee's sole and exclusive remedy if Licensee does not accept any revision of this EULA is to cease all use of the Product and destroy all copies in accordance with Section 12(c). No refund, credit, prorated maintenance rebate, or other monetary relief shall be due to Licensee in connection with any revision of this EULA, Licensee's election not to accept a revision, or NPSI's suspension of license keys pending acceptance, as further set forth in Section 35.

(f) Effect on Existing Deployments. Revisions of this EULA apply prospectively to all use of the Product after the effective date of the revision, including use of instances that were installed under a prior version of this EULA. NPSI is not obligated to apply prior versions of this EULA to any new use, instance, deployment, license key, renewal, or support interaction.

(g) No Modification by Licensee. Licensee may not modify, annotate, condition, or accept-in-part any EULA or revision. Any purported acceptance subject to modifications or reservations is null. NPSI's continued provision of the Product, acceptance of payment, or other course-of-conduct interaction with Licensee shall not constitute acceptance of any Licensee-proposed modification, even with actual notice.

38. BETA, PREVIEW, AND EARLY-ACCESS SOFTWARE

(a) Definition. Product or features made available to Licensee and designated as "alpha," "beta," "preview," "early access," "experimental," "developer preview," "limited release," "release candidate," or similar terms (collectively, "**Beta Software**") are pre-release, may be incomplete, may contain bugs, may change materially before general release, and may be discontinued at any time.

(b) Provided AS IS, With No Warranty. Beta Software is provided "**AS IS**" and "**WITH ALL FAULTS.**" Sections 17 (Limited Warranty) and 28 (EOS/EOL notice) do not apply. NPSI makes no representation that Beta Software will be made generally available, will be supported, will be compatible with future Versions, will be free of data-loss or other risks, or will perform in accordance with any documentation.

(c) No Production Use. Licensee shall not use Beta Software in production, in any environment processing real PHI, in any revenue-generating activity, or in connection with any clinical, medical, or healthcare operation.

(d) Confidentiality. Beta Software, related Documentation, and any feedback or telemetry generated thereunder are NPSI Confidential Information of the highest sensitivity. Licensee shall not publish, blog, demonstrate, screenshot, benchmark, or otherwise disclose the existence, functionality, or performance of Beta Software without NPSI's prior written consent.

(e) Termination of Beta. NPSI may terminate, suspend, modify, or discontinue Beta Software at any time, for any or no reason, without notice. Upon any such termination, Licensee shall immediately cease use and destroy all copies. No refund, credit, migration assistance, or other relief shall be due to Licensee.

(f) Feedback. Section 26 (Feedback) applies fully to Beta Software, and Licensee's Feedback regarding Beta Software is assigned to NPSI without compensation.

39. ACCEPTABLE USE; RATE LIMITS; INTEGRITY

(a) Acceptable Use. Licensee shall not, and shall not permit any user or third party to:

- (i) use the Product to transmit malware, spam, or content that infringes, misappropriates, or violates the rights of any third party or any applicable law;
- (ii) attempt to gain unauthorized access to, probe, or disrupt NPSI's systems, networks, or any other Licensee's deployment;
- (iii) interfere with or disrupt the integrity or performance of the Product;

- (iv) use the Product in any manner that exceeds documented capacity, throughput, message-per-second, connection, or processor limits applicable to the licensed Edition;
- (v) use automation, scraping, or scripts to circumvent licensed limits or to extract data from NPSI's websites, support portals, or Product administrative interfaces; or
- (vi) use the Product to facilitate fraud, money laundering, payment-card abuse, or violation of any sanctions regime.

(b) Rate Limits. NPSI may impose, modify, or enforce reasonable rate limits, throttling, quotas, or capacity ceilings to protect Product integrity and to enforce Edition-specific Connection counts. Licensee shall not circumvent or overload such limits.

(c) Suspension for Acceptable-Use Violations. NPSI may immediately suspend Licensee's license key, Support Services, or Product access if NPSI reasonably believes Licensee is violating this Section, pending investigation and remediation. No refund, credit, or service-level relief shall be due in connection with any such suspension.

40. NO FUTURE-FUNCTIONALITY COMMITMENTS

NPSI may modify, add, remove, or discontinue Product features, functionality, integrations, formats, schemas, and supported environments at any time in its sole discretion. **NO ROADMAP, PRESENTATION, EMAIL, SALES STATEMENT, MARKETING MATERIAL, DEMONSTRATION, ORAL COMMITMENT, OR COURSE-OF-DEALING SHALL CONSTITUTE A BINDING COMMITMENT BY NPSI TO DELIVER, MAINTAIN, OR SUPPORT ANY PARTICULAR FEATURE, FUNCTIONALITY, FORMAT, OR INTEGRATION.** Only a writing expressly identified as an amendment to this EULA, signed in accordance with Section 34, may bind NPSI to deliver any specified future functionality. Licensee shall not rely on any roadmap, pre-release communication, or sales representation when making licensing or business decisions.

41. COMPLIANCE FRAMEWORKS; PROCUREMENT STANDARDS

(a) No Implied Compliance Representations. NPSI makes no representation or warranty that the Product, or NPSI's practices in connection therewith, conform to any compliance framework, certification, accreditation, or procurement standard, including without limitation HITRUST CSF, SOC 1, SOC 2, ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, NIST SP 800-53, NIST SP 800-171, NIST Cybersecurity Framework, PCI DSS, FedRAMP, StateRAMP, CMMC, EHNAC, ONC health-IT certification, or any state, federal, or foreign procurement-vendor program.

(b) Licensee's Own Compliance Program. Licensee bears sole responsibility for determining whether the Product is suitable for use within Licensee's compliance program and for performing any vendor risk assessment, due diligence, or third-party audit Licensee deems necessary. Licensee shall not represent or imply that the Product or NPSI is certified to any framework absent NPSI's express written confirmation.

(c) No Obligation to Comply with Licensee Policies. Except as expressly set forth in this EULA, NPSI shall have no obligation to comply with, adopt, or be bound by any Licensee policy, procurement standard, vendor code of conduct, supplier requirement, information-security schedule, data-processing agreement form, or other customer-specific framework, regardless of whether Licensee delivers such materials to NPSI before, during, or after the EULA acceptance date.

(d) Specific-Engagement Compliance. NPSI may, at its sole discretion, agree in a separately signed engagement document to specific compliance commitments for a specific scope and for additional fees. Any such engagement document shall apply only to its expressly identified scope and shall not extend to the Product generally.

42. SECURITY RESEARCH; COORDINATED VULNERABILITY DISCLOSURE

(a) Authorized Disclosure Only. Licensee may report security vulnerabilities affecting the Product to NPSI by contacting security@nexuspointsi.com (or such other channel as NPSI may designate). Reports shall include sufficient detail to reproduce the issue and shall be treated as NPSI Confidential Information until NPSI publicly discloses or authorizes disclosure.

(b) Coordinated Disclosure. Licensee and any party acting on Licensee's behalf shall not publicly disclose, publish, blog, demonstrate, or share any actual or suspected vulnerability in the Product until the later of (i) ninety (90) days after NPSI's receipt of a complete report or (ii) NPSI's authorization of disclosure. Licensee shall not exploit any vulnerability beyond what is necessary to document and report it.

(c) Prohibited Security Activities. Except as authorized by this Section, Licensee shall not, and shall not authorize any third party to:

- (i) conduct penetration testing, fuzzing, scanning, or other security research against NPSI-operated systems or against the Product without NPSI's prior written consent;
- (ii) reverse engineer the Product's security mechanisms (subject to Section 3(e)(ii));
- (iii) access, intercept, or attempt to access data belonging to other Licensees or to NPSI; or
- (iv) develop, distribute, or use exploit tools targeting the Product.

(d) No Bug Bounty. NPSI does not maintain a paid bug-bounty program. Acceptance of any vulnerability report shall not obligate NPSI to compensate or recognize the reporter.

(e) Indemnification for Unauthorized Disclosure. Licensee shall indemnify NPSI under Section 22 for any harm arising from Licensee's violation of this Section, including reputational harm and incident-response costs.

43. NO MOST-FAVORED-NATION; INDEPENDENT PRICING

NPSI makes no commitment that Licensee will receive pricing, terms, discounts, features, support levels, or other considerations equal to or better than those offered to any other licensee. NPSI is free to offer different terms, pricing, features, or service levels to different licensees at any time in its sole discretion based on Edition, volume, channel, geography, deal terms, strategic considerations, or any other factor. Licensee waives any claim, demand, or audit right relating to comparative pricing or terms across NPSI's licensee base.

APPENDIX A — ACCEPTABLE CONFIGURATION GUIDANCE

This Appendix A is incorporated into and forms part of the EULA. In the event of any conflict between this Appendix A and the body of the EULA, the body of the EULA controls. This Appendix is illustrative and not exhaustive; the absence of any configuration from any list herein shall not be construed as permission or prohibition. Licensee’s responsibilities under Section 36 (including Section 36(g) — Composition of Subsystems) apply in all cases.

A.1 Purpose

This Appendix provides illustrative examples of (i) configurations that are within the **Intended Use** of the Product and inside the Cures Act carve-out (the “**Permitted Configurations**”), (ii) configurations that require **enhanced Licensee responsibility** under Section 36(g) (the “**Caution Configurations**”), and (iii) configurations that are **outside the Cures Act carve-out and prohibited** under Section 3(e)(x)(D) (the “**Prohibited Configurations**”).

A.2 Permitted Configurations (Within Cures Act Carve-Out)

The following configurations are firmly within the intended use of the Product and within the carve-out provisions of 21 U.S.C. § 360j(o):

#	Configuration	Cures Act Bucket
1	Routing HL7 v2.x, v3, FHIR, X12, NCPDP, NCPDP SCRIPT, EDIFACT, DICOM, or CCDAs messages between healthcare systems	§ 360j(o)(1)(D) — transferring
2	Format conversion between healthcare messaging standards (e.g., HL7 v2 → FHIR, HL7 → CCDAs, X12 → JSON)	§ 360j(o)(1)(D) — converting formats
3	Message schema validation, structural validation, or syntax checking	§ 360j(o)(1)(D) — supporting format integrity
4	Storage, indexing, and search of inbound/outbound messages	§ 360j(o)(1)(C) — patient records / (D) storing
5	Display of lab results, radiology reports, pathology reports, or clinical documents to healthcare professionals	§ 360j(o)(1)(D) — displaying
6	Routing of ADT, MFN, scheduling, and patient-movement messages	§ 360j(o)(1)(A) — administrative + (C) records
7	Routing of X12 837/835/270/271/276/277 claims, eligibility, and remittance	§ 360j(o)(1)(A) — administrative

#	Configuration	Cures Act Bucket
8	Routing of NCPDP prescription messages between pharmacies, PBMs, and providers	§ 360j(o)(1)(D) — transferring
9	Generation of audit logs, message receipts, and operational telemetry	§ 360j(o)(1)(C) — records
10	Pass-through of CDS recommendations originated by external knowledge bases (e.g., First Databank, Medi-Span, Lexicomp), where the underlying basis is presented and provider review is contemplated	§ 360j(o)(1)(E) — CDS with independent review
11	Pass-through of LIS-, RIS-, or pharmacy-flagged critical-value alerts where the source system performs the criticality determination	§ 360j(o)(1)(D) — transferring with original-source classification
12	Routing of public-health notifications, reportable-condition alerts, and registry submissions	§ 360j(o)(1)(A) — administrative

A.3 Caution Configurations (Require Enhanced Licensee Responsibility)

The following configurations may remain within the carve-out but require Licensee to implement specific safeguards under Section 36(g) and to maintain clear documentation that the configuration does not push the Product outside the carve-out:

#	Configuration	Required Safeguards
1	Routing rules based on clinical content (e.g., routing positive infectious-disease results to specific recipients)	Routing must be mechanical based on flags set elsewhere; rules must be documented; no clinical interpretation by the Product
2	Critical-value escalation workflows	The criticality determination must originate in the source system (LIS, RIS, pharmacy); the Product routes pre-classified alerts
3	Patient matching for record linkage	Matching algorithm must support administrative/record-keeping purposes; not used as a primary basis for treatment decisions

#	Configuration	Required Safeguards
4	Auto-prioritization of message queues based on clinical content	Prioritization criteria must be reviewable; no autonomous clinical decisions; provider workflow remains controlling
5	Workflow orchestration triggered by clinical thresholds (e.g., consult orders based on lab values)	Provider review must occur before any clinical action; the Product is not the sole point of failure
6	Pass-through of CDS alerts in time-pressured clinical contexts (ED, ICU)	Licensee must verify that the time available permits independent provider review; document the determination
7	Integration with bedside or point-of-care devices	The Product may not perform closed-loop control; device may receive data from the Product but must operate under its own clearance and clinical oversight
8	Multi-tenant deployments in clearinghouse/HIE contexts	Each tenant's compliance posture is independently assessed; tenant-by-tenant criticality classification required

A.4 Prohibited Configurations (Outside the Cures Act Carve-Out)

The following configurations cause the Product to fall outside the Cures Act carve-out and to be regulated as a medical device. They are **PROHIBITED** under Section 3(e)(x)(D), even if technically possible to implement:

#	Configuration	Why Prohibited
1	Closed-loop control of infusion pumps, ventilators, dialysis machines, anesthesia delivery, or defibrillators based on Product-processed data	Direct device control without provider review
2	Engine-embedded drug-drug interaction (DDI) checks, drug-utilization review (DUR), or allergy checks where the Product itself performs the interpretation	Replaces external knowledge base; engine becomes the clinical decision maker
3	Engine-embedded sepsis, SIRS, MEWS, NEWS, or other deterioration scoring	Time-critical clinical-decision software; SaMD
4	Engine-embedded triage scoring (e.g., ESI level assignment)	Clinical decision software in a time-critical setting

#	Configuration	Why Prohibited
5	Engine processing or interpreting ECG, EEG, EKG, oximetry waveforms, blood-gas curves, or other physiological signals	Explicit SaMD trigger under FDA guidance
6	Engine analysis or interpretation of medical images (DICOM pixel data, not just routing)	SaMD
7	Engine-generated diagnostic determinations from clinical data	Replaces clinical judgment
8	Engine-driven autonomous medication order modification, hold, or cancellation without provider review	Direct clinical control
9	Engine-driven autonomous blood-product release decisions (transfusion crossmatch interpretation)	Life-critical; outside carve-out
10	Predictive analytics for clinical outcomes presented as the primary basis for treatment	Fails Cures Act prong (c) — no independent review
11	Deployment as a “decision-making” or “AI-driven clinical platform” to end users	Marketing/labeling positions Product as a device
12	Use as a substitute for FDA-cleared software (e.g., as a replacement for cleared CDS, cleared monitoring, or cleared medical-device software)	Direct substitution for regulated software

A.5 Licensee’s Continuing Obligation

If Licensee is uncertain whether a contemplated configuration falls within Permitted, Caution, or Prohibited categories, Licensee shall:

- (a) consult with its own regulatory and clinical leadership before deploying;
- (b) document its determination and the supporting analysis;
- (c) implement the Section 36(g) safeguards corresponding to the highest-risk category implicated;
and
- (d) seek written guidance from NPSI through formal channels if necessary, recognizing that NPSI’s response (if any) is informational only and does not modify this EULA or constitute a regulatory determination.

A.6 NPSI's Right to Update This Appendix

NPSI may update this Appendix from time to time to reflect changes in regulatory guidance, Product functionality, or industry practice. Updates take effect upon posting on NPSI's website and are incorporated into the then-current EULA pursuant to Section 37.

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