



December 22, 2023

Inspirata Inc.
One North Dale Mabry Hwy.
Suite 600
Tampa, Florida 33609

CONFIDENTIAL

Company: County of Monterey, on behalf of
Natividad Medical Center

Address: 1441 Constitution Blvd

City, State: Salinas, CA

Zip Code: 93906

Re: E-Path Licensing and Support

Dear Customer,

On September 29, 2023, we sent you a letter via email communicating that Inspirata's long-standing relationship with NCI had concluded, which was an unexpected turn-of-events for Inspirata. Because NCI did not renew your license, your use of E-Path through the NCI's contract formally ends on October 6, 2023.

Inspirata is doing everything possible to ensure the continuity of your use of Inspirata's E-Path software and the SEER network. The purpose of this Letter is to inform you that, as part of Inspirata's commitment to your business continuity, Inspirata will make available to you a direct E-Path Software License for use through a twelve (12) months Period, contingent only upon:

- your signing this letter below where indicated;
- your signing the Software License Agreement and Software Maintenance and Version Upgrade Agreement attached to this letter; and
- your providing Inspirata access to your system to install a new Software License key.
- You pay the fees described in Appendix A.

The Period during which you may continue to use the E-Path software starts on December 22, 2023 and ends on December 21, 2024. Your signing this letter or the attached agreements does not bind you to enter into an agreement with Inspirata at the end of the Period. However, your signing this letter does require your company during the Period to (a) use the E-Path software in accordance with the terms of the attached agreements, (b) provide Inspirata access to your system to install a new Software License key, (c) keep this letter and any confidential information that the parties may exchange in



confidence, and (d) stop using the E-Path software at the end of the Period if you decide not to enter into a continuing arrangement with Inspirata.

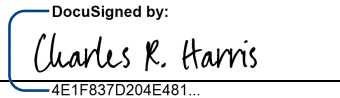
Given the short time frame of the Period offered, the terms of this letter and the attached agreements cannot be changed.

Please return this signed letter and agreements to Inspirata at your earliest convenience, at the latest before December 22, 2023, to give your Inspirata support team the time to log into your E-Path server to install the new Software License key.

Sincerely,

DocuSigned by:
Satish Sanan
6463207F2BF44A8...
Satish Sanan

Agreed

Signature: 
DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 12/20/2023 | 3:57 PM PST

Email: harriscr@natividad.com

DocuSigned by:
Stacy Saetta
C0FCE1B89F444A9...
Stacy Saetta

Chief Deputy County Counsel.
12/20/2023 | 2:49 PM PST

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Jennifer Forsyth

Auditor-Controller Analyst II
12/20/2023 | 3:27 PM PST

INSPIRATA, INC.

**TERM SOFTWARE LICENSE AGREEMENT FOR USE
DURING THE TRANSITIONAL PERIOD ONLY**

for

E-Path Reporter Software, consisting of the AI Engine, Oncology Knowledge Base and Coding Vocabularies, TransMed2, Pathology Interpreter, Imaging Interpreter and E-Path Monitoring Console / E-Path Reviewer, E-Path Network Monitor and related components

(Hereinafter referred to as "the Software")

This Software License Agreement, including the Warranty and Special Provisions, is a legal agreement between County of Monterey, on behalf of Natividad Medical Center (the "Customer" or "You") and **Inspirata, Inc.** ("Inspirata"), regarding the software product(s) identified above (the "Software"), which includes computer software and may include associated media, printed materials, "online" or electronic documentation and upgrades. By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Software License Agreement. If you do not agree to the terms of this Software License Agreement, promptly return the Software and the accompanying items (including any Inspirata hardware and/or written materials) to the supplier.

- 1. GRANT OF TERM LICENSE** Inspirata hereby grants Customer a non-exclusive, non-transferable term license to install and use, solely for its internal operations only, the number of copies of each component of the Software as specified for each sending and receiving site, subject to (a) the terms specified in the Agreement and its appendices. The Transitional Period starts on December 22, 2023 and ends on December 21, 2024.
- 2. COPYRIGHT** The Software (including any images, "applets", photographs, animations, video, audio, music and text incorporated into the Software) is a copyright of Inspirata or its suppliers and is protected by copyright laws and international treaty provisions, as well as other intellectual property laws and treaties, and other applicable national laws. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that if the Software is not copy protected you may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for off-line or off-network backup or archival purposes. You may not copy the user documentation accompanying the Software.
- 3. INTELLECTUAL PROPERTY** The Software and all accompanying documentation regarding the Software, either in printed or electronic format, represent the intellectual property of Inspirata or its suppliers. Descriptions of functionality, logic, algorithms etc. are provided solely for the benefit of the user(s) to understand and familiarize themselves with the Software and are not to be disclosed under any circumstances to any other party without the prior written permission of Inspirata.
- 4. SOFTWARE MEDIA** You may receive the Software in a USB key or other media, or a link for downloading from a secure FTP site. You may not use the media on another computer or sell, give, loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided below) of all Software and user documentation.
- 5. USE OF SOFTWARE** The Use of the Software is contingent on payment of license fees. The Software is licensed for your internal use only for its intended purpose, as described in the One North Dale Mabry Hwy., Suite 600 Tampa, FL 33609 | 813-570-8900 | inspirata.com

product literature. Other uses are not permitted.

6. **USAGE METRICS** The License Capacity is one License unless otherwise mutually agreed upon and documented in this Agreement.
7. **LICENSE USAGE VERIFICATION** The Customer acknowledges that (a) Inspirata has embedded a Software License monitor and manager (“License Manager”) within the Software, which will enable Inspirata to remotely verify that the Software License is used by the Customer pursuant to the terms, conditions, and limitations of this Software License Agreement and (b) Inspirata shall have the right to audit use of the Software License by the Customer and any third party to whom the Customer may have provided access to the foregoing by using the License Manager or other means anytime and without notice (“License Verification”).

The License Manager will automatically provide information to Inspirata to enable verification that it is properly licensed, including information about the Inspirata Software, facility name, total reports received per facility, total reports selected by case finding per facility, date range of report volume per facility (“Audited Information”). By using the Software, Customer consents to the transmission of such information and Inspirata’s use of such information.

If at any time, the License Manager is unable to perform the License Verification or send Audited Information to Inspirata, the Customer shall provide and not unreasonably withhold access to the servers to perform a manual License Verification.

If License Verification reveals that the Customer has exceeded the Licensed Capacity, then Customer will purchase additional License(s) from Inspirata and this Software License Agreement will be amended to reflect new License Capacity before continued usage is authorized. Without limitation of Inspirata’s other termination rights, if Customer fails to purchase required Licenses, then Inspirata may terminate this Agreement and all Licenses granted hereunder by notice to Customer.

8. **OTHER RESTRICTIONS** The Software shall be subject to the following restrictions:
 - 8.1 **THIRD PARTY USE** The Software may not be used: (1) by a third party or (2) by the Customer as part of data processing carried out on behalf of third parties, including Application Service providers or other service providers. The Customer shall ensure that no unauthorized person gains access to or uses the Software, without express permission in writing from Inspirata.
 - 8.2 **NON-TRANSFERABLE SOFTWARE** You may not sell, give, loan, rent, lease, transfer, deliver, provide or otherwise make available, except as described in sections 1 and 5 of this Software License Agreement, the Software nor its output to any third party without express permission in writing from Inspirata, but you may transfer the Software and any accompanying Inspirata user documentation to a new computer platform on a permanent basis provided you retain no copies and continue to adhere to the terms of this Software License Agreement. If the Software is an update or has been updated, any transfer must include the most recent update and all prior versions.
 - 8.3 **DEVELOPMENT, DECOMPILATION, COMPETING** You may not, in any way, reverse engineer, decompile, or disassemble the Software, unless otherwise provided in the Warranty and Special Provisions for your country. Further, you may not use, directly or indirectly (including in collaboration with any third party), the processed data output from E-Path software to build any product, service, solution or other offering that is in any way

competitive with Inspirata's Cancer Reporting and Clinical Trials Matching software or related products or services.

- 9 MODIFIED SOFTWARE** In the event that the Customer has modified the licensed Software the Warranty provisions of this Software License Agreement may no longer apply. Inspirata may, at its sole discretion, make changes to the Software at the Customer's direction and cost, to support the modifications.
- 10 U.S. GOVERNMENT RESTRICTED RIGHTS** The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subjected to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraph (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Inspirata. Please see Warranty and Special Provisions for information concerning governing law.
- 11 LIMITED WARRANTY** Inspirata warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of one (1) year from the date of delivery of the Software and will make every reasonable effort to correct material errors. However, Inspirata is not able to warrant that the Software will be completely free of defects, nor that all defects will be corrected. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Inspirata does not guarantee that the use of the Software will enable the Customer to achieve any specific business or financial result.
- 12 CUSTOMER REMEDIES** Inspirata's and its suppliers' entire liability and your exclusive remedy shall be, at Inspirata's option, either (a) return of the fees paid during the previous twelve months, or (b) repair or replacement of the Software that does not meet this Limited Warranty and which is returned to Inspirata with your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.
- 13 NO OTHER WARRANTIES** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSPIRATA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE.
- 14 NO LIABILITY FOR CONSEQUENTIAL DAMAGES** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSPIRATA OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF INSPIRATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. IN ANY CASE, INSPIRATA'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY

PAID BY YOU FOR THE SOFTWARE.

15 GENERAL LAW This Agreement shall be interpreted in accordance with and governed by the laws of the State of California and the federal laws of the United States applicable therein, without regard for the choice of laws rules thereof.

Acknowledged and agreed to on the Commencement Date (software delivery date).

Company: County of Monterey, on behalf of Natividad Medical Center

Inspirata, Inc.

DocuSigned by:
Signature: Charles R. Harris
4E1F837D204E481...

DocuSigned by:
Signature: Satish Sanan
0403207F2BF44A6...

Name: Charles R. Harris

Name: Satish Sanan

Title: CEO

Title: Chief Executive Officer

Date: 12/20/2023 | 3:57 PM PST

Date: December 18, 2023 | 5:01:28 PM EST

DocuSigned by:
Stacy Saetta
COECE1B99F444A9
Stacy Saetta

Chief Deputy County Counsel.
12/20/2023 | 2:49 PM PST

DocuSigned by:
Jennifer Forsyth
4E7E952075454AE
Jennifer Forsyth

Auditor-Controller Analyst II
12/20/2023 | 3:27 PM PST

INSPIRATA, INC.

TERM SOFTWARE MAINTENANCE AND VERSION UPGRADE AGREEMENT FOR USE DURING THE TRANSITIONAL PERIOD ONLY

for

E-Path Reporter Software, consisting of the AI Engine, Oncology Knowledge Base and Coding Vocabularies, TransMed2, Pathology Interpreter, Imaging Interpreter and E-Path Monitoring Console / E-Path Reviewer, E-Path Network Monitor and related components

(Hereinafter referred to as “the Software”)

Inspirata Inc. (“Inspirata”) will provide Software Maintenance and Version Upgrades for the Software to County of Monterey, on behalf of Natividad Medical Center (the Licensee), a valid license holder of the Software, under the terms and conditions set forth below, for the Term set forth in this Agreement. The Transitional Period starts on December 22, 2023 and ends on December 21, 2024.

Identification of the Software

For the purposes of this Agreement, the terms “Release”, “Version” and “Build” shall have the following meaning:

- a) Release means software created for specific applications and major revisions to such software. Release is denoted by the first number in the software’s identification number. For example, for “E-Path Reviewer 2.3.4”, the number “2” refers to the Release.
- b) Version means a modification of the Release of the Software, usually to add or improve functionality. Version is denoted by the second number in the software’s identification number. For example, for “E-Path Reviewer 2.3.4”, the number “3” refers to the Version.
- c) Build means a minor modification or correction of the Version of the Software, usually to improve performance and reliability. Build is denoted by the third number in the software’s identification number. For example, for “E-Path Reviewer 2.3.4”, the number “4” refers to the Build.

Software Maintenance Services

Inspirata shall provide the following Software Maintenance Services to the Licensee by telephone, fax, e-mail and/or written correspondence. Software Maintenance shall be provided by Inspirata to the Licensee during Inspirata’s normal business hours exclusive of Saturdays, Sundays and Statutory Holidays.

1. The diagnosis of errors and/or malfunctions with respect to the Software.
2. Suggestions for corrective action with respect to errors and/or malfunctions of the Software and/or issuing new builds of the Software to correct identified deficiencies where applicable.
3. Contacting the Licensee on a proactive basis to report known problems with the Software (if any) and suggestions for workarounds.
4. Contacting the Licensee on a proactive basis about the availability of new builds or versions of the Software.

In the delivery of the aforesaid services, Inspirata shall make every reasonable effort to ensure the Licensee receives a response to inquiries within a maximum of four (4) business hours.

Services requested by the Licensee that are not covered under this agreement will be billed on a time and materials basis at Inspirata’s standard rates.

The Client shall ensure that all systems are accessible to Inspirata for remote maintenance using technology agreeable to Inspirata.

Version and Build Upgrades, and New Releases


As part of its standard Software Maintenance and Version Upgrade Agreement, Inspirata normally provides the Licensee, at no extra charge, with installation media for all versions and/or builds, and new Releases, of the Software that are made available by Inspirata during the Term of this Agreement. However, for the duration of the Term, as set forth herein, these services are not included in this Agreement.

Term and Fees

The term of this Agreement is 30 days from the Effective Date ("Term"). Customer acknowledges and agrees, that, at the end of the Term, Customer's access to the E-Path Software will be terminated, with or without notice, unless Customer elects to license the Software and Services on a paid subscription basis. If Customer wishes to enter into a full subscription license for the use of the E-Path License and Services, Customer will be required to (i) agree to a separate Master Subscription Services Agreement, and (ii) send a Purchase Order to Inspirata.

Acknowledged and agreed to on the Effective Date (upon the signature of authorized officials from Customer and Inspirata).

Company: County of Monterey, on behalf of Natividad Medical Center


Signature: 
DocuSigned by:
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 12/20/2023 | 3:57 PM PST

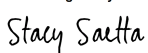
Inspirata, Inc.

Signature: 
DocuSigned by:
6463207F2BF44A8...

Name: Satish Sanan

Title: Chief Executive Officer

Date: December 18, 2023 | 5:01:28 PM EST


DocuSigned by:
C0E0E1B90F444A9...
Stacy Saetta

Chief Deputy County Counsel.
12/20/2023 | 2:49 PM PST


DocuSigned by:
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Jennifer Forsyth

Auditor-Controller Analyst II
12/20/2023 | 3:27 PM PST

Appendix A - Fees

This Schedule describes the fees payable by the Customer for the Software and Services provided by Inspirata pursuant to this twelve (12) month Period.

Upon delivery of software by Inspirata, Inspirata will commence implementation of the E-Path applications.

The software fees are \$16,000 and are billed at the execution of this Agreement and are due net 30 days. The software fees will cover one (1) named pathology locations:

- 1- Natividad Medical Center

Natividad Medical Center		
Number of Sites:	1	
E-Path Proposal - Loyalty Program		Price
E-Path Package	1 site	\$16,000
Imaging (CNS/Chest) Module installed	No	Not Included
Initial Term	1-year Term	▼
Annual Software & Support		\$16,000
Subtotal 1-year Term		\$16,000
TOTAL 1-year Term		\$16,000

Additional Licenses

If License Verification reveals that the Customer has exceeded the Licensed Capacity listed above, then Customer might be required to purchase additional License(s) from Inspirata to reflect the new License Capacity before continued usage is authorized. Inspirata might have to bill the Customer for professional services to install the additional Licenses.

Additional Work

Upon written request and authorization of the Customer, Inspirata may provide additional IT Services. Where applicable, wherein Inspirata shall follow its standard Request for Change ("RFC") protocol.

Additional Services may be comprised of modification to the report selection criteria, customizations, reconfiguration of the system, relocation of the Software, data migrations and other similar work.

Additional Services shall be billed on a time and materials basis at Inspirata's then current rates.