



## Master Business Agreement

between:

**("Client")**

County of Monterey, on behalf of  
Natividad Medical Center  
1441 Constitution Blvd.  
Salinas, CA 93906

and

**("Medisolv")**

Medisolv, Inc.  
10960 Grantchester Way,  
Suite 520  
Columbia, MD 21044

Client and Medisolv (the "Parties") enter into this Master Business Agreement (the "Agreement") as of January 1, 2026 (the "Effective Date")

Medisolv provides a suite of healthcare solutions that encompasses quality management applications, advanced analytics solutions, decision support tools and professional services. Client may contract for Medisolv Solutions through an Ordering Document that defines the scope of the Medisolv Solutions, including applicable Subscription Services, Cloud Hosting, and/or Professional Services being performed. All Ordering Documents shall be governed by the terms of the Agreement, unless otherwise explicitly stated in the subsequent Ordering Document.

Accepted by:  
**Client**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Charles R. Harris, CEO  
Name and Title

Accepted by:  
**Medisolv**

10/23/2025 | 4:11 PM PDT

\_\_\_\_\_  
Date

Signed by:

Jon French  
\_\_\_\_\_  
Signature

Jon French, Chief Revenue Officer (CRO)  
Name and Title

### APPROVED AS TO LEGAL PROVISIONS

Signed by:  
By: Stacy Saelta  
\_\_\_\_\_  
696D21D44C4341D...  
Monterey County Deputy County Counsel

Date: 10/28/2025 | 3:10 PM PDT

### APPROVED AS TO FISCAL PROVISIONS

By: \_\_\_\_\_  
Monterey County Deputy Auditor-Controller  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title  
Date: \_\_\_\_\_

## **Medisolv Master Business Agreement**

### **Universal Terms and Conditions**

#### **1. DEFINITIONS**

- 1.1. "Agreement" means the Master Business Agreement between Client and Medisolv, including all of the terms and conditions included herein, along with any subsequent Ordering Documents, Amendments, or Addendums.
- 1.2. "Affiliates" means any entity directly or indirectly controlled by, controlling, managed by, or under common control of Client (an entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise). All references to Client herein shall be deemed to include Affiliates.
- 1.3. "Amendment" means any document that both Parties execute to modify any portion of this Agreement.
- 1.4. "Authorized Third Party" means any person or entity with whom Client has a business relationship, together with any other persons or entities that have a business relationship with the foregoing, and which (i) is not an Affiliate, and (ii) is authorized by Client to use the System and Services.
- 1.5. "Authorized Users" means any person authorized by Client, its Affiliates, or Authorized Third Parties to access and use the System, Services and Documentation hereunder.
- 1.6. "Breach" means a breach of the Agreement that is not cured within the applicable cure period.
- 1.7. "Client" means the organization entering into the Agreement with Medisolv.
- 1.8. "Client Data" means (i) the data, information, videos, audio recordings, images, or other content uploaded to the Medisolv System or otherwise made available to Medisolv either by Client or by Authorized Users; (ii) any reports generated through Client's or any Authorized User's use of the System and/or Services; and (iii) any other information, materials, and tools provided or made available by Client or Authorized Users in connection with an Ordering Document.
- 1.9. "Client-Hosted Environment" means the Equipment and general technical infrastructure provided by Client to run the System, in specific legacy configurations in the event Medisolv is not providing Cloud Hosting services. This includes, but is not limited to, data storage, computing resources, networking components, and technology management services. (Also referred to as "On-Premise" deployment.)
- 1.10. "Cloud Hosting" means the technical infrastructure and shared computing resources provided by Medisolv to deliver the Subscription Service and Medisolv Platform. This includes but is not limited to data storage, computing resources, networking components, and technology management services. Currently, Medisolv leverages Microsoft Azure, Microsoft's public cloud computing platform, but reserves the right to migrate to any other public cloud computing platform that provides comparable service levels and capabilities.
- 1.11. "Confidential Information" means all information not publicly available that is disclosed by either Party to the other that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Without limitation, Confidential Information includes all Client Data and all individually identifiable patient information, all non-publicly available information relating to technology, products, services, processes or methodologies, specifications, architecture, code, data, trade secrets, customers, employees, partners or vendors, business plans and methods, promotional and marketing activities, finances, and other business affairs, including any related discussions or negotiations between the Parties, third-party information that either Party is obligated to keep confidential. Confidential Information will not include any information that (i) is or becomes publicly available without breach of the Agreement or through any improper action or inaction by either Party, (ii) is independently developed or was known by either Party prior to the Effective Date, (iii) is rightfully acquired by either Party from a third party without restriction or in breach to keep such information confidential, or (iv) is required to be disclosed pursuant to law.
- 1.12. "Data Acquisition" means the primary process by which Medisolv obtains Client Data from Client's electronic health record (EHR) system for use with the Subscription Service and is outlined in the Medisolv Standard Technical Configuration Guide. This document is reviewed and updated periodically, and the most recent version

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may be found on the Medisolv Knowledge Center, or any successor URL.  
(<https://knowledge.medisolv.com/standard-technical-configuration-guide>)

- 1.13. "Documentation" means user manuals, training material, product specifications, and any other documentation relating to the operation and functionality of the System or the Subscription Service, and any modifications or revisions thereof, provided that any such modifications and revisions do not adversely affect the material functionality of the System or Subscription Service.
- 1.14. "Equipment" means the Medisolv recommended minimum technology configuration and operating environment provided by Client necessary to access and use the System and is outlined in the Medisolv Standard Technical Configuration Guide. This document is reviewed and updated periodically, and the most recent version may be found on the Medisolv Knowledge Center or any successor URL. (<https://knowledge.medisolv.com/standard-technical-configuration-guide>)
- 1.15. "First Productive Use" means the first use of a Medisolv Solution by an Authorized User to access and view Client Data following completion of testing.
- 1.16. "Holidays" means New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Medisolv reserves the right to update the list of approved Holidays to align with generally accepted business practice.
- 1.17. "Hosting Sites" means the physical locations of the primary hosting site and backup hosting site of the Cloud Hosting service.
- 1.18. "Mark" means any trademark, service mark, trade name, logo, domain name, or other indicator of source, affiliation, or sponsorship, whether registered or unregistered.
- 1.19. "Medisolv Knowledge Center" means the online repository where Client may access Documentation for Medisolv Solutions. (<https://knowledge.medisolv.com>; or any successor URL).
- 1.20. "Medisolv Platform" means the suite of healthcare solutions provided by Medisolv that encompasses quality management applications, advanced analytics solutions, decision support tools, as supplemented with professional services. The Medisolv Platform is delivered and supported through a combination of Subscription Service, Cloud Hosting, and Professional Services.
- 1.21. "Medisolv Solutions" means the solutions provided by Medisolv and contracted with Client through an Ordering Document with defined Scope of Use and pursuant to the Agreement. Medisolv Solutions may include Subscription Service, Cloud Hosting and/or Professional Services.
- 1.22. "Ordering Document" means a contractual document setting forth the Scope of Use for the Medisolv Solutions (e.g., facilities, eligible clinicians, concurrent users or other metrics, as applicable), including Subscription Service, Cloud Hosting and/or Professional Services to be provided by Medisolv to Client under the terms of the Agreement. Each Ordering Document shall be governed by the terms of the Agreement unless otherwise explicitly stated, and its acceptance shall be evidenced by execution by both Parties. An Ordering Document may be in the form of a Sales Order, Amendment, Addendum, or an Invoice for Scope of Use true-up.
- 1.23. "Personnel" means officers, directors, employees, consultants, agents, and subcontractors of a Party.
- 1.24. "Professional Services" means the services performed by Medisolv Personnel as described in an Ordering Document. Professional Services may include but are not limited to: implementation of the System, technical installation services, data acquisition services, interface development, configuration services, report templates development or configuration, training, support, ongoing maintenance, and/or other consulting services described in an Ordering Document.
- 1.25. "Scope of Use" means the controls on Client's use of the Medisolv solutions (e.g., facilities, eligible clinicians, concurrent users, or other metrics, as applicable) as defined in an Ordering Document.

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- 1.26. "Subscription Service" means the services provided by Medisolv using a software as a service (SaaS) delivery model to provide software, services, technology, and content to Client. The Subscription Service includes applicable software and content licensing, ongoing software maintenance and support, interface licensing and support provided to Client and Authorized Users for the Subscription Term, as defined in the Ordering Document.
- 1.27. "System" means the Subscription Service, Cloud Hosting and Equipment used to provide Medisolv Solutions to Client, pursuant to the Agreement. System includes the Client-Hosted Environment for legacy "On-Premise" deployments.
- 1.28. "Subscription Term" means the contractually committed duration of recurring Subscription Service and Cloud Hosting, as defined in an Ordering Document. The Subscription Term shall consist of an initial term of thirty-six (36) months.
- 1.29. "Term" means the term of the Agreement, as set forth in the Term and Termination section.
- 1.30. "Test Environment" means a non-production environment that Medisolv may install for the purposes of testing new functionality, testing upgrades, or troubleshooting the System.
- 1.31. "Upgrades" means any and all bug fixes and major and minor upgrades, updates, modifications, versions, releases, and enhancements of the System (e.g., 3.0 to 3.1; 3.0 to 4.0).
- 1.32. "Web Site" means the Internet site operated by Medisolv provided to Client, or any successor URL, pursuant to the Agreement.
- 1.33. "Work Product" shall mean any customized or custom software programs, functionality, documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures developed, conceived, or introduced by Medisolv in the course of, or as the result of, Medisolv delivering the Subscription Service or performing Professional Services, issue resolution or other support services, whether acting alone or in conjunction with Client or its Personnel or Authorized Third Parties.

## **2. PROVISION OF SERVICES AND CLOUD HOSTING**

- 2.1. ***Subscription Service and Grant of License.*** Medisolv agrees to provide the Subscription Service to Client in accordance with the terms of the Agreement and hereby grants to Client a non-exclusive, revocable and non-transferable (except as set forth in the Agreement) right and license for Client, its Authorized Third Parties, and their respective Authorized Users to access and use the System and Subscription Service and to create, upload, review, and access Client Data through the Subscription Service and System, subject to the terms of the Agreement and in accordance with the Documentation. Furthermore, Medisolv hereby grants Client a non-exclusive, revocable and non-transferable (except as set forth in the Agreement) license for Client and its Authorized Third Parties to use and reproduce and install the client-side components of the System, as applicable and in accordance with the Documentation, for use of the System and Subscription Service.
- 2.2. ***Scope of Use.*** Client agrees to operate within the Scope of Use as defined within each Ordering Document. Scope of Use will be measured periodically by Medisolv's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources, Client will provide the relevant metrics to Medisolv at least one (1) time per year. Client agrees that if an event occurs that will affect Client's Scope of Use (such as acquisition of a new hospital, provider group, or other new facility), Client will promptly notify Medisolv in writing of such event no later than thirty (30) days following the effective date of such event so that Client's Scope of Use can be reviewed and a new Ordering Document can be executed. Any additional fees due under this Section will be effective as of the date the Scope of Use limit was exceeded and shall be payable within thirty (30) days following the Monterey County Auditor Controllers receiving the certified invoice for such fees from Natividad Medical Center.
- 2.3. ***Cloud Hosting Sites/Data Security Compliance.*** Medisolv shall use a secure cloud infrastructure for Cloud Hosting of Client Data. Medisolv shall at all times remain responsible for the use of the Cloud Hosting Sites in the performance of the Subscription Service.

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- 2.4. **Support and Maintenance of the Subscription Service.** As part of the Subscription Service, Medisolv shall provide, at no additional charge to Client, support and maintenance for the Subscription Service during the Subscription Term defined in the Ordering Document, subject to the terms as described herein and in Exhibit A ("SUPPORT, MAINTENANCE & SERVICE LEVEL COMMITMENTS") incorporated herein by this reference.
- 2.5. **Use of Copies.** Client shall have the right, at no additional cost, to make and use additional copies of any Documentation prepared for Medisolv clients and available on the Medisolv Knowledge Center (or any successor URL) as reasonably necessary for support installation, testing, disaster recovery, and archival purposes. Client may duplicate the Documentation, at no additional charge, and Client agrees to retain all Marks on all duplicated copies. Client should always check for the latest version of any Documentation prior to use.
- 2.6. **Ownership.** Client owns all right, title, and interest in, and retains the copyright and other intellectual property rights in all Client Data and all of its other Confidential Information. Medisolv's Confidential Information and the Medisolv Solutions and System, along with any and all future enhancements, upgrades, and new functionality shall be and remain the property of Medisolv or third parties that have granted Medisolv the right to license components within the Subscription Service and System, and Client shall have no rights or interests therein except as set forth in the Agreement.
- 2.7. **Restrictions on Use.** Client shall not (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Subscription Service, in whole or in part, (ii) copy, modify, or create derivative works or improvements of the Subscription Service, (iii) bypass or breach any security device or protection used by the Subscription Service or access or use the Subscription Service other than by an Authorized User through the use of the Authorized User's then-valid access credentials, or (iv) access or use the Subscription Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Medisolv customer), or that violates any applicable law.

Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Subscription Service; and (ii) control the content and use of its data, including the uploading or other provision of Client Data for processing by the Subscription Service. Access credentials means any user name, identification number, password, license or security key, certificate, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Subscription Service.

### 3. DELIVERY OF SERVICES

- 3.1. **Implementation.** Medisolv shall be responsible for implementing the System, including any Subscription Service, in accordance with the defined Scope of Use, timeframes and any specific terms defined in an Ordering Document. Client shall provide reasonable technical assistance with the Equipment and connectivity with the Cloud Hosting environment or Client-Hosted Environment. In the event of material issues during implementation, Medisolv shall make commercially reasonable efforts to resolve such issues in a timely manner to maintain project timeline and objectives.
- 3.2. **Testing.** On the installation date for the Medisolv Solutions, Medisolv shall notify Client that the Medisolv Solution is ready for testing. With Medisolv's assistance, Client shall, within sixty (60) calendar days after receipt of such notification, complete testing, which may include full-stress testing to determine whether, in Client's commercially reasonable judgment, the Medisolv Solution meets the documented specifications, provides the functionality and performance characteristics described in the Documentation, and otherwise performs in accordance with the Documentation and as stated elsewhere in an Ordering Document.
- 3.3. **Training.** Medisolv shall provide the Client (i) a comprehensive Implementation process, which includes extensive data validation and end-user training to ensure accurate and efficient use of the Medisolv Solutions, (ii) end-user training, resources, and Documentation on the proper use of Medisolv Solutions' functionality and tools for quality improvement, and (iii) a dedicated Medisolv Clinical Quality Advisor during implementation and throughout the term of the applicable Ordering Document.

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- 3.4. **Support and Maintenance.** Medisolv shall provide support and maintenance as part of Client's Subscription Service, as set forth in Exhibit A.
- 3.5. **Service Availability.** Medisolv shall provide availability of the Subscription Service as set forth in Exhibit A.
- 3.6. **Scope Control.** The Parties acknowledge and agree that any services provided by Medisolv that are not described in this Agreement or within an Ordering Document are outside of scope. If additional services are desired by Client, such services would need to be contracted for in an Ordering Document signed by Client and Medisolv.
- 3.7. **Remote Services.** All services will be performed remotely. In the event Client desires to have Medisolv resources on-site (meetings, training, etc.) or desires to have training at Medisolv's training facility, additional fees will apply and would need to be contracted for in an Ordering Document signed by both Client and Medisolv. Any necessary reimbursable travel expenses which Medisolv shall receive compensation for travel expenses as per the Monterey County Travel and Business Expense Reimbursement Policy stated herein under Section 4, "Fees and Payments".
- 3.8. **Client Responsibilities.** Client agrees to comply with all applicable local, state, national, and foreign laws, treaties, regulations, and conventions in connection with its use of the System and Subscription Service, including without limitation those related to data and information privacy, international communications, and the exportation of technical or personal data. Client will ensure that any use of the System and Subscription Service by Authorized Users is in accordance with the terms of this Agreement. Client agrees to promptly notify Medisolv of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Client Data. Any unauthorized use of the System or Subscription Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Client is solely responsible for obtaining all licenses and permissions necessary related to any Client-provided content that may be incorporated into the System or Subscription Service. Client shall not resell the Medisolv Solutions directly or indirectly to third parties.

#### **4. FEES AND PAYMENTS**

- 4.1. **Fees.** Client shall pay any one-time or recurring fees ("Fees") included in an Ordering Document in accordance with the payment terms set forth therein. In the event payment terms are not defined within the Ordering Document, fees shall be payable 30 days of the Monterey County Auditor-Controller receiving the certified invoice from Natividad Medical Center's Accounts Payable Department.
- 4.2. **Fee Increases.** All recurring fees are fixed for the first 36 months of the Subscription Term as defined in each Ordering Document, except fees for approved changes included in an Amendment or Scope of Use expansion. Thereafter, Medisolv may increase recurring fees annually but any such annual increase shall not exceed the lesser of (i) five percent (5%), or (ii) the increase in the United States Consumer Price Index for All Urban Consumers (CPI-U) during the immediately preceding year. In the event of an increase in fees from third-party supplier, Medisolv may also increase the fees at any time following the first year of service by an amount not to exceed the net increase in fees paid by Medisolv to its third-party supplier.
- 4.3. **Invoices and Payments.** Medisolv will invoice Client in accordance with the Fees and payment terms set forth in an Ordering Document. If an Ordering Document does not include specific payment terms, Medisolv shall invoice Client for all Fees payable thereunder upon its effective date. Client must provide Medisolv with written notice of any dispute or disagreement with invoiced Fees within thirty (30) days upon receipt of the applicable invoice. Client is responsible for providing complete and accurate billing and contact information to Medisolv and for notifying Medisolv of any changes to such information.
- 4.4. **Taxes.** Client shall be responsible for all sales, excise and use taxes due to any federal, state, or local taxing authority by virtue of this Agreement or the purchase or use of the Medisolv Solutions. Medisolv shall include in its invoices to Client and Client shall pay to Medisolv any such sales, excise, and use taxes associated with this Agreement.

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- 4.5. **Reimbursable Expenses.** Client and Medisolv agree that Medisolv shall be reimbursed for travel expenses during this Agreement. Medisolv shall receive compensation for travel expenses as per the **Monterey County Travel and Business Expense Reimbursement Policy**. A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures>. To receive reimbursement, Medisolv must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## **5. TERM AND TERMINATION**

- 5.1. **Term of Agreement.** The Agreement shall commence on the Effective Date through December 31, 2028. Each Ordering Document will have a defined Subscription Term for Medisolv Solutions with recurring Fees.
- 5.2. **Termination For Cause.** Each Party shall have the right to terminate this Agreement, or an individual Ordering Document, based upon breach of a material obligation herein or therein ("Material Breach"). Notification of any such Material Breach must be provided in reasonable detail to the breaching Party in writing and the breaching Party shall have a cure period of thirty (30) days from receipt of written notification ("Cure Period"). If the Material Breach has not been resolved within the Cure Period, the non-breaching Party may proceed with termination unless the non-breaching Party agrees to a longer Cure Period in writing. Termination of this Agreement shall terminate all Ordering Documents. If Client elects to terminate this Agreement or an individual Ordering Document with cause, Medisolv shall promptly refund to Client a pro-rata portion of all pre-paid Fees paid by Client under the applicable Ordering Document, based on the then-remaining Subscription Term. Furthermore, each Party shall complete their Termination Obligations as outlined below.
- 5.3. **Government Funding.** Client's payments to Medisolv under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Client's purchase of the indicated quantity of services, then Client may give written notice of this fact to Medisolv, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.
- 5.4. **Effect of Termination.** In the event of any termination or expiration of this Agreement, the following obligations shall be in effect ("Termination Obligations"): Both Parties shall work in close consultation to ensure the orderly transfer of the operations. Medisolv shall provide the following termination assistance ("Termination Assistance") within thirty (30) days of the termination effective date: (i) Medisolv shall complete a one-time transfer of all Client Data that includes Protected Health Information as defined in HIPAA ("PHI") in the possession, custody, or control of Medisolv, (ii) Medisolv shall continue to retain and protect such Client Data as required by federal, state, local, and/or program requirements for the purposes of auditing and retroactive analysis except, where specified in the Business Associate Agreement or in writing by Client, and (iii) for a period of up to one (1) calendar quarter, Medisolv shall cooperate and work in close consultation with Client to ensure the orderly transfer of the operations, with minimum disruption, to an alternative supplier selected by Client or in-house to Client. Client agrees to (i) cooperate and work in close consultation with Medisolv to ensure the orderly transfer of the operations and (ii) compensate Medisolv for the services provided during the Transition Assistance at a rate mutually agreed upon in writing by the Parties. Upon the completion of Termination Obligations defined herein, each Party shall return of all the other Party's Confidential Information (and/or render forensically unrecoverable and certify the same of such information upon request of other Party), whether held by such Party or its affiliates, assigns, contractors, employees, agents, or representatives.

## **6. LEGAL AND COMPLIANCE**

- 6.1. **Warranties.** Medisolv represents and warrants to Client that:
- 6.1.1. The System and Subscription Service will comply with the material functionality described in Documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the Subscription Service;
- 6.1.2. The System and Subscription Service will be accessible to Client and shall be compatible with the Equipment and Cloud Hosting environment;

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- 6.1.3. Medisolv shall take commercially reasonable steps to provide that the System and Subscription Service do not contain any disabling code (defined as computer code designed to interfere with the normal operation of the System, Subscription Service or Client's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a "time bomb," "virus," "software lock," "drop-dead device," "malicious logic," "worm," "trojan horse," or "trap door" which is designed to delete, disable, deactivate, interfere with or otherwise harm the System, Subscription Service, Client Data, or Client's Equipment or hardware or software (collectively, "Disabling Devices"). In the event the Subscription Service contains any Disabling Device, Medisolv shall, at Medisolv's sole expense, promptly provide Client with the modifications, corrections, or enhancements to the noncompliant component of the System or Subscription Service necessary to render it in compliance with this representation and warranty. Medisolv shall use commercially reasonable efforts to screen all components of the System and Subscription Service provided to Client hereunder, for the purpose of avoiding the introduction of any virus or other computer-software routine that is designed to: (i) permit access to or use of such software by unauthorized third parties; (ii) disable or damage hardware, or damage, erase, or delay access to Client's software, hardware or data; or (iii) perform any similar actions;
- 6.1.4. Medisolv is the sole owner or otherwise has the right and authority to provide the Subscription Service and Documentation to Client and its Authorized Users, as set forth in an Ordering Document;
- 6.1.5. The Subscription Service and Documentation and the use thereof do not and shall not infringe any copyright, trademark, patent, or other proprietary right or misappropriate any trade secret;
- 6.1.6. Neither the execution of an Ordering Document nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which Medisolv is a party, nor will Medisolv enter into any agreement the execution or performance of which would violate or interfere with the Agreement between Medisolv and the Client; and
- 6.1.7. Each of Medisolv's employees and subcontractors performing services under this Agreement shall have proper skill, training and background, and shall perform in a competent and professional manner and are not employees of Client, or immediate family of an employee of Client. Medisolv further warrants that the Subscription Service will conform to all applicable specifications and requirements set forth herein.

Medisolv does not warrant that the System and Subscription Service will be free of non-material errors, bugs, or minor interruption.

DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, MEDISOLV DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT SUCH A WAIVER OF WARRANTIES IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF SIX (6) MONTHS FROM THE FIRST USE DATE, AND NO SUCH WARRANTIES SHALL APPLY AFTER THAT PERIOD.

- 6.2. **Warranty Conditions Precedent.** In the event of a warranty claim hereunder, Medisolv will bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System or Subscription Service to the extent that such nonconformity is caused by (i) malfunction of Client provided Equipment or Client-Hosted Environment; (ii) misuse or unauthorized use of the System or Subscription Service by Client or Authorized User; or (iii) damage to the System or Subscription Service caused by Client or Authorized User.
- 6.3. **Warranty Non-Conformance and Cure Period.** If Medisolv is notified of a failure to conform to any of the warranties set forth in this Agreement and such notice contains a reasonably detailed description of the warranty non-conformance and a request for appropriate modifications, corrections or enhancements to end the non-conformance, Medisolv shall have a reasonable period of time, not to exceed thirty (30) days from the date of said notification, to cure said failure at no cost to Client ("Warranty Cure Period"). If Medisolv does not cure said failure within the Warranty Cure Period, Client shall have the right to: (i) extend to Medisolv additional Warranty

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Cure Period(s); or (ii) terminate an applicable Ordering Document pursuant to the Termination For Cause herein section 5.2.

- 6.4. **Indemnity.** Each Party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other Party and the other Party's officers, directors, agents, and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered or incurred by, accrued against, charged to, or recoverable from, any and all persons, firms or corporations furnishing or supplying work, services, or materials, or supplies in connection with the performance of this Agreement, and from any and all claims, arising out of or relating to any act, error or omission, or misconduct of the Indemnifying Party, its officers, directors, agents, employees, and subcontractors, during the performance of an applicable Ordering Document, including, without limitation, Claims arising out of or relating to: (i) bodily injury (including death) or damage to tangible personal or real property; (ii) violation of any law or regulation; (iii) in the case of Medisolv, a Claim that the Subscription Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other proprietary right (iv) breaches of any representations, warranties or covenants made under this Agreement; or (v) the Business Associate Agreement ("Exhibit B"); provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim results from the gross negligence or willful misconduct of the Indemnified Party, its officers, directors, agents, or employees.
- 6.5. **Intellectual Property Indemnification.** If a third-party claim of infringement results in Client being unable to use the System, Subscription Service, Professional Services, or Documentation, or for their use to be materially disrupted, Medisolv shall promptly, without additional charge to Client: (i) procure for Client the right to continue to use the infringing Subscription Service, Professional Services, or Documentation, (ii) replace or modify the same to make its use non-infringing while being capable of performing the same function without degradation of performance, or (iii) if none of the foregoing alternatives are possible after Medisolv's commercially reasonable efforts, then Client shall have the right to terminate the applicable Ordering Document for cause, upon written notice and without further opportunity to cure, and Medisolv shall promptly refund to Client all pro-rated remaining sums prepaid by Client under the applicable Ordering Document.
- 6.6. **Limitation of Liability.**
- (a) NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY (A) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (B) FOR INTENTIONAL, WILLFUL, OR CRIMINAL MISCONDUCT; (C) FOR DEATH, PERSONAL INJURY, OR TANGIBLE PROPERTY DAMAGE CAUSED BY ITS GROSS NEGLIGENCE; (D) ANY THIRD PARTY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (E) BREACH OF THE BUSINESS ASSOCIATE AGREEMENT ATTACHED HERETO AS "EXHIBIT B; OR (F) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.
  - (b) EXCEPT FOR THIRD PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY (INCLUDING ITS OFFICERS, OWNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE, THE SERVICES OR THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION OR DOWNTIME. NEITHER PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL, IN ANY EVENT, EXCEED AMOUNTS IN EXCESS OF THE PRODUCT OF ONE MULTIPLIED BY THE SUM OF THE FEES PAID BY CLIENT TO MEDISOLV UNDER THE AGREEMENT OR APPLICABLE ORDERING DOCUMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE PARTY'S CLAIM FOR DAMAGES, EXCEPT THAT NEITHER PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AS A RESULT OF BREACH OF CONFIDENTIALITY SHALL, IN ANY EVENT, EXCEED THE GREATER OF (1) TWO MULTIPLIED BY THE SUM OF THE FEES PAID BY CLIENT TO MEDISOLV UNDER THE AGREEMENT OR APPLICABLE ORDERING DOCUMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE PARTY'S CLAIM FOR DAMAGES, OR (2) THE AMOUNT OF INSURANCE COVERAGE THAT IS PAID BY A PARTY'S INSURER TO COVER ANY SUCH LIABILITY UNDER ANY INSURANCE POLICY REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT . THE LIMITATIONS ON LIABILITY IN THIS SECTION

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WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT AND WILL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

FOR ANY AMOUNTS IN EXCESS OF THE PRODUCT OF ONE MULTIPLIED BY THE SUM OF THE FEES PAID BY CLIENT TO MEDISOLV UNDER THE AGREEMENT OR APPLICABLE ORDERING DOCUMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE PARTY'S CLAIM FOR DAMAGES.

- 6.7. **Confidentiality.** Each Party acknowledges that the Confidential Information of a disclosing Party constitutes a valuable asset of such disclosing Party and that the Confidential Information is the sole and exclusive property of a disclosing Party. Each Party agrees to (i) maintain in confidence the Confidential Information of the other Party with the same or greater degree of care in which the Party holds its own confidential and proprietary information, but at all times with no less than reasonable care; (ii) use the Confidential Information only for performing their responsibilities as defined in the Agreement; and (iii) advise each of their respective Personnel, attorneys, and representatives who have access to such Confidential Information of the terms outlined in this provision.
- 6.8. **Treatment of Protected Health Information (PHI).** All PHI containing health records, and personal information are and will remain under the ownership of Client and will be held in strictest confidence in accordance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Electronic and Clinical Health Act and their implementing regulations (collectively referred to herein as "HIPAA"). The Parties acknowledge that Medisolv is a Business Associate pursuant to HIPAA, and the use and disclosure of PHI containing health records and personal information will be controlled by a Business Associate Agreement attached hereto as Exhibit B, signed by both Parties.
- 6.9. **Medical Record.** The Subscription Service does not constitute a medical record. Client acknowledges that the health information exchanged by Authorized Users may not include the individual's full and complete medical record or history.
- 6.10. **Statutory and/or Regulatory Changes.** In the event of any material change to federal, state, or local law or regulation applicable to the System and Subscription Service, the Parties will negotiate in good faith for a period of thirty (30) days to amend the Agreement and any applicable Ordering Document to fully comply with any material changes. Additionally, pending mutual agreement, Medisolv may amend the Fees if Medisolv's cost of operation is increased due to an adjustment in charges imposed upon Medisolv by a federal, state or local governmental unit, law, regulation or statute, provided that any such adjustment shall be limited to the amount of the increase in cost caused by the change.
- 6.11. **Government Requirements.**
- 6.11.1. Exclusion from Federal Health Care Programs. Medisolv represents and warrants that neither it, nor any of its employees, nor to its knowledge, any subcontractors or agents performing any services under this Agreement are excluded from participation, or are otherwise ineligible to participate, in a "Federal Health Care Program" (as defined in 42 USC §1320a-7b(f)) and that no such action is pending. Medisolv shall promptly notify Client of the discovery of any debarment, exclusion, suspension, or other event that makes Medisolv or any of its Personnel performing any services under this Agreement ineligible to participate in a Federal Health Care Program.
- 6.11.2. Federal Health Care Program. Medisolv represents and warrants that the costs of its products and services to its customers is not reimbursed by a federal health care program.
- 6.11.3. HIPAA Warranty. Medisolv and Client acknowledge and agree that compliance with the HIPAA will involve, in addition to the installation of the System, policies and procedures, compliance methodologies and management practices. Medisolv shall provide the appropriate HIPAA-enabling functionality that supports the legal requirements for the security, electronic data interchange, and privacy regulations of HIPAA. These will include role-based access controls, authentication mechanisms for positive identification of users, and audit information for support of medical code sets as required by HIPAA, any standard

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interfaces for electronic data interchange support of HIPAA transactions, or any Medisolv provided audit log repository and reporting capabilities. Any services for custom modifications or interfaces related to HIPAA or state or local privacy laws or regulations (e.g., any custom interfacing for outbound audit log information sent to a third-party audit log) will be evaluated by Medisolv for feasibility and offered to Client on a "time and materials" basis unless Medisolv makes these generally available to Medisolv clients at no additional cost.

6.11.4. **Business Associate Provisions under HIPAA**. The Parties agree to execute the Business Associate Agreement on the Effective Date and agree to the terms set forth therein.

6.12. **NON-DISCRIMINATION**. During the performance of this Agreement, Medisolv, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Medisolv's employment practices or in the furnishing of services to recipients. Medisolv shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Medisolv and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## **7. GENERAL PROVISIONS**

7.1. **Insurance**. Medisolv shall maintain insurance coverage with reputable carriers and in the amounts set forth below. Medisolv shall furnish certificates of insurance upon Client request. Those insurance amounts are:

- 7.1.1. Commercial general liability insurance, including products/completed operations, personal and advertising injury coverage, with a combined single limit of \$1 million per occurrence and general aggregate and products/completed operations aggregate limits of \$2 million;
- 7.1.2. Bodily injury and property damage liability insurance with combined single limit of \$1 million per accident;
- 7.1.3. Worker's compensation insurance covering all employed personnel, or any alternative plan or coverage as permitted or required by applicable law; and
- 7.1.4. E&O/Cyber insurance with a limit of \$5 million.

### **7.2 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to Client and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Medisolv completes its performance of services under this Agreement.

Each liability policy shall provide that Client shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Medisolv and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Client and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85

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or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Client, Medisolv shall file certificates of insurance with Natividad's Contracts Department, showing that the Medisolv has in effect the insurance required by this Agreement. The Medisolv shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Medisolv shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Client, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, Client shall notify Medisolv and Medisolv shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Medisolv to maintain such insurance is a default of this Agreement, which entitles Client, at its sole discretion, to terminate the Agreement immediately.

**7.3 Assignment.** Neither Party may assign, sell, voluntarily, by operation of law or otherwise, transfer its interests or obligations, any rights or delegate any duties under the Agreement without the other Party's prior written consent, except in the case of a merger, change of control acquisition, or sale of all, or substantially all, of the assets of the Party, subject to the successor entity expressly assuming the obligations of the assigning Party. The Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**7.4 Non-Waiver/Severability.** A waiver by either Client or Medisolv of any term or condition of the Agreement or an applicable Ordering Document must be in writing and signed by both Parties and shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof, whether of the same or of a different nature. If any provision of the Agreement or the applicable Ordering Document is held to be invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

**7.5 Force Majeure.** For a maximum period of thirty (30) days, Medisolv shall not be responsible for the non-performance of its obligations under this Agreement and the applicable Ordering Document if such non-performance is caused by forces beyond reasonable control, including but not limited to, by pandemic, acts of God, strikes, acts of civil or military authority, civil disturbance, war, declarations of national or state emergencies, floods, or fires. Medisolv shall give notice to the Client and shall make commercially reasonable efforts to resume performance for Authorized Users. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the force majeure event, the Client may terminate the applicable Ordering Document upon written notice and shall receive a refund of all pro-rated remaining Fees prepaid by Client under the Agreement.

**7.6 Dispute Resolution.** In the event of a dispute, the Parties shall first seek to resolve each dispute prior to pursuing any further escalation. If good faith negotiations are unsuccessful in resolving such dispute, then the Parties shall seek to resolve the dispute at the executive level. If executive-level negotiations are unsuccessful in resolving such dispute, then the Parties may, by mutual written agreement, seek to resolve the dispute through mediation. The Parties agree to follow a commercially reasonable timeframe to work through the dispute resolution process, without excessive delay, and shall refrain from litigation until exhaustion of the dispute resolution process. Except where clearly prevented by the area of the dispute, both Parties agree to continue performing their obligations under this Agreement while the dispute is being resolved or until the Agreement is terminated in accordance with the termination provisions outlined herein.

**7.7 Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

**7.8 Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

**7.9 Use of Name, Trademarks and Advertising.** Medisolv shall not make any written use or reference to Client's name, trademark and/or logo for any marketing, public relations, advertising, display, or other business purpose without the prior written consent of Client.

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**7.10 Work Product.** All Work Product is and will remain the sole and exclusive property of Medisolv. Medisolv may use such Work Product for internal purposes as well as for other clients so long as Medisolv does not use any Confidential Information belonging to Client. To the extent any Work Product is requested for the use of the System for Client, Medisolv hereby grants to Client a non-exclusive, revocable, non-transferable license to use the Work Product supplied to Client by Medisolv for Client's own internal purposes solely in conjunction with the System, and for no other purpose whatsoever, during the Term of the Agreement. Client understands these Work Products are used for the mutual benefit of all Medisolv clients. Medisolv agrees to use reasonable efforts to inform Client of its intent to use Work Products developed at Client's site for purposes other than Client's use.

**7.11 Subcontracting Services.** Medisolv may subcontract its Subscription Service, Professional Services, or other obligations under an Ordering Document; provided Medisolv shall remain responsible for the performance of the System under the Agreement as if performed by Medisolv. Medisolv hereby agrees to be responsible for and to guarantee the performance by any subcontractor of any Subscription Service, Professional Services, or other obligations delegated to any subcontractor.

**7.12 Modification to Agreement.** The Agreement and any Ordering Document may not be modified or altered except in writing by an instrument duly executed by authorized officers of both Parties.

**7.13 Notices.** All written notices to be given in connection with this Agreement shall be sent by certified or registered mail, postage prepaid, by national overnight delivery service or via email transmission addressed to the party entitled to receive such notice at the address specified by such party below. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in accordance with this section.

Medisolv:  
Attn: Bob Cox, CFO  
Medisolv, Inc.  
10960 Grantchester Way  
Suite 520  
Columbia, MD 21044

Client:  
Attn: Contracts Department  
Natividad Medical Center  
1441 Constitution Blvd, Bldg. 860  
Salinas, CA  
93960

If by email: [notices@medisolv.com](mailto:notices@medisolv.com)

**7.14 Entire Agreement.** The Agreement, the applicable Ordering Document(s), the exhibits hereto and all documents incorporated by reference, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other understandings or representations, oral or written, between the Parties concerning the subject matter hereof.

**7.15 Survival.** Any provision of the Agreement which imposes an obligation after termination or expiration of that Agreement shall survive the termination or expiration of the Agreement including any accrued payment obligations.

**7.16 Conflict of Interest.** Client represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

**7.17 Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

**7.18 Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

**7.19 Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement

**7.20 Non-exclusive Agreement.** This Agreement is non-exclusive and each of Client and Medisolv expressly reserves the right to contract with other entities for the same or similar services.

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**7.21 Construction of Agreement.** Client and Medisolv agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

**7.22 Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

# Medisolv Master Business Agreement

## Universal Terms and Conditions

### EXHIBIT A SUPPORT, MAINTENANCE & SERVICE LEVEL COMMITMENTS

Support and maintenance shall not be linked to usage or license rights for the System or Subscription Service. Medisolv shall maintain the System and Subscription Service so that it performs in accordance with the Documentation. Medisolv shall provide support and maintenance for the Subscription Service as follows:

#### 1. Support shall include:

- 1.1. Standard Telephone and Email Support. Medisolv shall provide Client technical assistance by telephone and email with the installation and use of the System and Subscription Service. Telephone support is available during business hours from 8 a.m. Eastern Standard Time (ET) to 5 p.m. ET, five (5) days a week, Monday through Friday, excluding all Holidays. Medisolv provides a toll-free support line accessible anywhere in the United States and Canada. The toll-free number will be provided to Client;
- 1.2. Upgrades to the Subscription Service; and
- 1.3. Incident Resolution as described in below.

#### 2. Incident Resolution Service Levels

- 2.1. "Incident" means (i) a failure of the System and/or Subscription Service to conform in all material respects to the Documentation and the standards set forth in the Agreement, (ii) if applicable, failure of the Medisolv's hardware to be in good working order or free from material defects in material and workmanship; or (iii) failures or malfunctions in the System and/or Subscription Service that produce incorrect or unexpected results, or cause the System and/or Subscription Service to operate in unintended ways.
- 2.2. "Incident Resolution" means a modification or addition that, when made or added to the non-conforming System component and/or Subscription Service brings the operation of the System and Subscription Service into conformance with the Documentation and the standards set forth in the Agreement.
- 2.3. *Incident Notification and Resolution Process.* Client shall promptly notify Medisolv of any Incidents in the System or Subscription Service, to permit Medisolv to resolve such Incidents in accordance with the Agreement. Medisolv will initiate diagnosis and troubleshooting within the targeted incident response time-period pursuant to the chart below.
- 2.4. Medisolv's target response within the hours of 8 a.m. ET and 5 p.m. ET, depending on the severity level of the Incident (the severity levels being Severity Levels 1-5 as defined below), will be as follows, (excluding the Disaster Recovery procedures as defined in this Exhibit):

<b><u>Severity Level</u></b>	<b><u>Examples of each Severity Level</u></b>	<b><u>Incident Response Time</u></b> (Time after incident identified before response received)	<b><u>Incident Resolution Time</u></b> (Time permitted to resolve incident or provide acceptable workaround from time initial response received)
<b>Severity 1</b>	<ul style="list-style-type: none"> <li>Complete shutdown of all functions of the Subscription Service</li> <li>Access to one or more major functions of the Subscription Service not available</li> </ul>	Within 30 minutes of initial notification of incident	< 6 hours
<b>Severity 2</b>	<ul style="list-style-type: none"> <li>Major subset of the Subscription Service impacted</li> </ul>	Within 4 hours of initial notification of incident	Within same business day
<b>Severity 3</b>	<ul style="list-style-type: none"> <li>Minor subsystem failure</li> <li>Data entry or access impaired on a limited basis</li> </ul>	Within same business day of initial notification of incident	Within 2 business days

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<b>Severity 4</b>	<ul style="list-style-type: none"> <li>Subscription Service is operating with minor issues</li> <li>Have work-around in place</li> </ul>	Within same business day of initial notification of incident	Within 2 weeks
<b>Severity 5</b>	<ul style="list-style-type: none"> <li>Subscription Service is working as designed</li> <li>Incident transitioned to enhancement request to the Subscription Service</li> </ul>	Quarterly Schedule	N/A

During the Incident Resolution process, time taken by Client to respond to Medisolv shall not be counted in the Incident Resolution time frame.

### 3. Service Level Requirements (Cloud-Hosted deployments only)

- 3.1. *Service Availability.* Medisolv agrees to achieve an Uptime Percentage, as defined below, of at least 97%, during each Period of Measurement. The period-of-time over which Uptime Percentage will be calculated is quarterly beginning on upon First Productive Use and thereafter throughout the term of an Ordering Document ("Period of Measurement").
- 3.1. The "Hours of Operation" are the hours the System and Subscription Service are to be made available to Client, which the Parties agree shall be twenty-four hours a day, seven days a week, including Holidays. Based on the foregoing, the total Hours of Operation for each Period of Measurement will be 24 hours times the number of days in one calendar quarter.
- 3.2. The "Uptime Percentage" is the percentage of hours the System/Subscription Service are operable and accessible to Client during the Hours of Operation, excluding periods of inoperability or inaccessibility due to Scheduled Maintenance and periods of inoperability or inaccessibility to the extent caused by:
- 7.22.1** Client's misuse of the System or Subscription Service, including untimely and incorrect uploading of Client Data to the Medisolv Solutions.
- 7.22.2** Localized or global internet outage caused by equipment malfunction, malicious actors, and/or any global issue which prevents general internet traffic from flowing.
- 3.4 If a major function or functions of the System or Subscription Service are not accessible or do not function in accordance with the Documentation and the standards set forth in the Agreement the duration of the event(s) will be excluded from the numerator of Uptime Percentage calculation. The Subscription Service is considered inoperable and/or inaccessible for an entire hour if there are one or more instances of inoperability or inaccessibility during such hour.
- 3.5 *Force majeure.* Notwithstanding the Uptime Percentage requirements agreed to above, any inoperability or inaccessibility due to extraordinary events or circumstances beyond the control of Medisolv, including, but not limited to, war, strike, riot, crime, epidemic, system failure of the underlying Cloud Hosting platform and sudden legal changes is explicitly excluded in determining whether the Uptime Percentage requirement has been satisfied.

### 1. Scheduled Uptime Maintenance and Notifications

- 1.1. *Scheduled Maintenance.* Medisolv shall perform maintenance on the System during planned events to complete any necessary updates or upgrades to the technical infrastructure, shared computing resources, application software, and database technology used within the Cloud Hosting environment and Subscription Services ("Scheduled Maintenance"). Scheduled Maintenance shall occur within the defined timeframe and with advanced notification as outlined below.
- 1.2. *Notification of Scheduled Maintenance.* Medisolv will notify Client of any Scheduled Maintenance and of any Scheduled Maintenance which will occur outside of the Scheduled Maintenance Hours outlined herein. Notification will be provided at least seven (7) days prior to such Scheduled Maintenance. In cases of emergency, Medisolv will use its best efforts to notify Client of any downtime as soon as practicable.
- 1.3. *Scheduled Maintenance and Service Levels.* Provided Scheduled Maintenance occurs within the Scheduled Maintenance Hours, such Scheduled Maintenance shall not count against the Uptime Percentage.

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- 1.4. *Scheduled Maintenance Hours.* Scheduled Maintenance shall occur between the hours of 8:00 p.m. and 6:00 a.m. ET ("Scheduled Maintenance Hours"), in accordance with Medisolv's release schedule, based on both internal timelines and regulatory requirements.

## **2. Backup and Recovery of Data**

- 2.1. Medisolv will perform regular backups, for the purposes of disaster recovery, business continuity, and safety purposes. Backups will include full database backups, transaction log backups, and file-storage (e.g. BLOB) backups as necessary based on the application.
- 2.2. Disaster recovery is tested on an annual basis and measures the ability of Medisolv to restore Client Data to a separate system (either new installation within existing infrastructure environment, or new installation within equivalent infrastructure environment in physically separate location) within a commercially reasonable time.
- 2.3. Medisolv will use commercially reasonable efforts to ensure that there is sufficient business continuity and disaster recovery processes in place to mitigate the risk to Client in the event of a total failure of the Subscription Service. Medisolv employees will be trained to quickly recognize any such occurrence and respond. Medisolv will maintain adequate staff to timely respond to such an event and staff shall be aware of, and comply with, Medisolv's security and escalation procedures.

## **3. Miscellaneous**

- 3.1. *Employee Conduct.* Medisolv acknowledges Client's obligations to comply with certain laws and regulations as well as the need for Medisolv employees and agents to comply with reasonable requests, standard rules, and regulations of Client regarding personal and professional conduct (including the use of an identification badge or personal protective equipment and the adherence to health care facility laws or regulations, including in some instances, criminal background checks, credit checks, health screening, vaccinations and testing, and general safety practices or procedures) generally applicable to such facilities. Medisolv shall provide Client with reasonable assistance in ensuring Medisolv employees and agents comply with (i) laws and regulations affecting Client's facility and (ii) Client's facility rules and regulations. Medisolv warrants and represents that it has enforceable written agreements with all of its employees and permitted subcontractors involved in any project under the Agreement, obligating such employees and permitted subcontractors upon terms and conditions no less restrictive than contained herein, not to use or disclose any Confidential Information, proprietary rights, or information learned or acquired during the course of such employment or engagement. To the extent Medisolv's subcontractor has access to PHI as such is defined in HIPAA (which is defined herein), Medisolv shall cause such subcontractor to execute a written agreement with Medisolv which obligates any such subcontractor to protect the PHI and Confidential Information of Client.
- 3.2. *Remote Access.* Medisolv uses BeyondTrust (formerly known as Bomgar), an industry leader in identity and access security, as our corporate standard secure VPN solution to provide remote access and support our clients. Requirements are outlined in the Medisolv Standard Technical Configuration Guide. Remote access to any of Client's systems with Medisolv's instance of BeyondTrust for support and maintenance of the Subscription Service and for any other purpose allowed by the Agreement or an applicable Ordering Document is subject to compliance with Client's security requirements. Medisolv's access may require prior certification by Client that Medisolv complies with Client's security policies and standards. Client may modify these security requirements over time and Medisolv shall comply with the most recent version of Client's security requirements. In the event such modifications to Client security policy precludes Medisolv from performing necessary support and maintenance of the Subscription Service, Medisolv will notify Client of the concern and the Parties agree to meet and discuss commercially reasonable solutions.
- 3.3. *Federated Single Sign-On.* Supplier supports FSSO (Federated Single-Sign-On) using SAML 2.0, which allows the Client's identity provider and MFA routines to be used during authentication, giving control of identity management to the Client.

## **Exhibit B: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective January 1, 2026 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Medisolv, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

**1.1** All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

**3.1. Responsibilities of Business Associate.** With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have commercially reasonable control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, reasonable attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## **5. MISCELLANEOUS**

**5.1 Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Medisolv, Inc.  
 Attn: Chief of Security & HIPAA  
 10960 Grantchester Way, Ste. 520  
 Columbia, MD 21044  
 Phone:  
 Fax:

If to Covered Entity, to:

Natividad Medical Center  
 Attn: Compliance/Privacy Officer  
 1441 Constitution Blvd.  
 Salinas, CA 93906  
 Phone: 831-755-4111  
 Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

**5.8 Indemnification.** See Sections 6.4 through 6.6 of Medisolv Master Business Agreement.

**5.9 Limitation of Liability.** Except for third party indemnification claims, neither Party hereto shall be liable or obligated with respect to any matter related to or under this BAA under contract, negligence, strict liability or any other legal or equitable theory for any amounts in excess of the greater of (a) the product of three multiplied by the sum of the fees paid by Covered Entity to Business Associate under the underlying Service Agreement between the Parties during the one year period immediately preceding the Party's claim for damages, or (b) the amount of the insurance coverage that is paid by a Party's insurer to cover any such liability under any insurance policy required to be maintained hereunder.

**5.10 Applicability of Terms.** This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.11 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.12 Legal Actions.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

**5.13 Audit or Investigations.** Promptly, but no later than five (5) calendar days

after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:   
78F3696084FC435...

Print Name Jon French

Print Title Chief Revenue Officer (CRO)

Date: 10/23/2025 | 4:11 PM PDT

By: \_\_\_\_\_

Print Name: Charles R. Harris

Print Title: CEO

Date: \_\_\_\_\_

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## Medisolv Sales Order 17274383616

**Client:** County of Monterey, on behalf of Natividad Medical Center

Address: 1441 Constitution Blvd  
Salinas, CA 93906

Prepared By: Christina Larisa RN

Phone: (667) 217-5401  
Email: clarisa@medisolv.com

This Sales Order is made on January 1, 2026 ("Effective Date"), between Client and Medisolv, Inc. This Sales Order is subject to, and incorporates by reference, the Medisolv Business Agreement dated January 1, 2026, (the "Agreement") between County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Client") and Medisolv, Inc.

## **Permitted Entities**

For use and access by the following entities:

<b>Entity Name (CCN, if applicable)</b>
Natividad Medical Center (CCN 050248)

The parties may add or substitute Permitted Entities by amending this section, provided Client pays any applicable setup fees and/or Scope of Use expansion fees.

## **Scope of Use**

Scope of Use Limits. Client will use the following solutions in accordance with the Solution Descriptions and subject to the Scope of Use (SOU) limits set forth below.

<b>Solution Name</b>	<b>Qty</b>	<b>Scope Metric</b>	<b>Scope Metric Definition</b>
Medisolv Platform	1	Natividad Medical Center	The total number of platform instances.
ENCOR for Hospital Abstracted Measures	1	Natividad Medical Center	The total number of locations that can use the solution. (Individual locations that share a CCN are counted as unique facilities.)

<b>Solution Name</b>	<b>Qty</b>	<b>Scope Metric</b>	<b>Scope Metric Definition</b>
PRO-PM Module	1	Each	The total number of locations that can use the solution. <i>(Individual locations that share a CCN are counted as unique facilities unless otherwise noted.)</i>

ENCOR for Electronic Hospital Measures	1	Natividad Medical Center	The total number of locations that can use the solution. (Individual locations that share a CCN are counted as unique facilities.)
Data Source – EHR Instance	1	Each	The total number of unique EHR sources.
Equitable Care Module	1	Natividad Medical Center	The total number of locations that can use the solution. (Individual locations that share a CCN are counted as unique facilities unless otherwise noted.)

Scope of Use will be measured periodically by Medisolv's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources, Client will provide the relevant metrics to Medisolv at least one (1) time(s) per year. Client agrees that if an event occurs that will affect Client's scope of use (such as acquisition of a new hospital, provider group, or other new facility), Client will promptly notify Medisolv in writing of such event no later than thirty (30) days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be effective on the date or within the period the limit was exceeded and payable within thirty (30) days following Client's receipt of an invoice for such fees.

Solutions and Fees

Recurring Fees

Name	Price	QTY	Subtotal
Annual Fees			
Hospital Quality Reporting Package ENCOR for Hospital Abstracted Measures ENCOR Electronic Hospital Measures Equitable Care Module PRO PM  Includes Support & Submission	\$145,000.00	1	\$145,000.00

Subtotal \$145,000.00  
Total \$145,000.00

All prices in this Sales Order are shown in US Dollar (USD).

Payment Terms

Recurring Fees

Subscription Services

Annual Fees.

- 1<sup>st</sup> year (January 1, 2026 through December 31, 2026): \$145,000
- 2<sup>nd</sup> year (January 1, 2027 through December 31, 2027): \$145,000
- 3<sup>rd</sup> year (January 1, 2028 through December 31, 2028): \$145,000

Total amount for 3 years shall not exceed the sum of \$435,000.

The annual Subscription Services fees for the first year are payable as follows: 50% due upon contract execution and 50% due upon First Productive Use. Each year thereafter shall be paid in full in advance in the amount stated herein.

Note: "First Productive Use" means the first use of a Medisolv Solution by an Authorized User to access and view Client Data following completion of testing.

## **Term and Termination**

All recurring services (Subscription Services and Cloud Hosting) begin upon First Productive Use and continue for thirty-six (36) months ("Initial Term"). At the end of the Initial Term, each recurring service shall have the option to renew for an additional twelve (12) month periods charged at a rate of three (3%.) in the final period of the then-current term ("Renewal Term"), subject to any Fee Increases.

## **Solution Descriptions**

Each solution noted in the "Scope of Use" section of this Sales Order may be viewed on the Medisolv Knowledge Center. <https://knowledge.medisolv.com>

## **Pass-Through Provisions**

Where pass-through provisions are applicable to third party products and services, these provisions are referenced in the "Scope of Use" section of this Sales Order. These pass-through provisions are incorporated into this Sales Order by reference. <https://knowledge.medisolv.com>

## Scope of Services

This section defines the statement of work and deliverables ("Scope") for the Medisolv Solutions and Services set forth in this Sales Order.

ENCOR for Abstracted Measures	
Advisory Services	<ul style="list-style-type: none"> <li>Medisolv shall provide Client a Clinical Quality Advisor who will partner with Client's quality team to provide support and guidance on the Medisolv solution and provide guidance to Client on regulatory requirements and quality improvement initiatives.</li> <li>Quality365®: Clinical Quality Advisor engagement will begin at the onset of the implementation process and continue for ongoing support of Medisolv solutions.</li> </ul>
Technical Deployment	<ul style="list-style-type: none"> <li>Medisolv will install the solution in the Medisolv Cloud Hosting environment</li> <li>Client will provide periodic specified inpatient (IPPS) and outpatient (OPPS) files to Medisolv's SFTP server.</li> </ul>
EHR Data	<ul style="list-style-type: none"> <li>Client agrees to provide an extract of base demographic information (inpatient/outpatient) in a flat file format for use within the ENCOR for Abstracted Measures solution.</li> <li>Optionally, Client may provide additional flat file extracts that contain additional data sets to support abstracted measures.</li> <li>Existing EHR data extracts may be leveraged to generate the flat files.</li> <li>The Medisolv Data Integration team will work with Client resources to coordinate data extracts as part of the implementation process.</li> </ul>
Measures	<ul style="list-style-type: none"> <li>Implementation includes all available abstracted measures.</li> <li>Measures will be implemented for the Permitted Entities included in this Sales Order.</li> <li>Data for separate facilities sharing a CCN will be viewed as a single view, unless each facility is included in scope of use. Additional fees apply if facilities would like to see their data separately.</li> </ul>
Data Submission	<ul style="list-style-type: none"> <li>Client's initial reporting quarter begins <b>01/01/2026</b>.</li> <li>Client will designate Medisolv as their submitting vendor with discharges beginning <b>01/01/2026</b>(must be the start of a quarter).</li> <li>Medisolv requires a minimum of one (1) month lead time for the initial reporting quarter following contract signature to ensure the transition will be successful. If contract signature occurs less than one (1) month prior to the defined initial reporting quarter date, then Client's initial reporting quarter will be pushed out to the following quarter to ensure successful transition.</li> <li>Medisolv will submit quarterly abstracted measure data on behalf of the Client according to current regulatory requirements. Data must be reviewed, validated, and abstraction completed by the defined Medisolv Data Due Date. If data is not ready by the Medisolv Data Due Date, the quarter will be locked, and data submitted as is.</li> </ul>
Optional Registry Integration	<ul style="list-style-type: none"> <li>Registry Integration with Get With The Guidelines (Stroke, Heart Failure) and Mass Health registries is available in the ENCOR solution and may be contracted for upon request. Pricing has been included in the Scope of Use Expansion section and is subject to annual increases and any pass-through increases, per the Agreement.</li> </ul>

ENCOR for Abstracted Hospital Measures	
PRO-PM Module	<ul style="list-style-type: none"> <li>Medisolv will install the PRO-PM Module in the ENCOR for Abstracted Hospital Measures software.</li> <li>Measures will be implemented for the Permitted Entities included in this Sales Order.</li> <li>Activation includes initial implementation services, annual education, and support for measures within the module.</li> <li>Client's initial PRO-PM reporting year will be <b>2026</b> (performance period <b>7/1/2025 - 6/30/2026</b>).</li> <li>Medisolv will submit PRO-PM data on behalf of the Client according to current regulatory requirements.</li> <li>Client will provide periodic specified inpatient (IPPS) and outpatient (OPPS) files to Medisolv's SFTP server.</li> </ul>

ENCOR for Electronic Hospital Measures	
Advisory Services	<ul style="list-style-type: none"> <li>Medisolv shall provide Client a Clinical Quality Advisor who will partner with Client's quality team to provide support and guidance on the Medisolv solution and provide guidance to Client on regulatory requirements and quality improvement initiatives.</li> <li>Quality365®: Clinical Quality Advisor engagement will begin at the onset of the implementation process and continue for ongoing support of Medisolv solutions.</li> </ul>
Technical Deployment	<ul style="list-style-type: none"> <li>Medisolv will install the solution in the Medisolv Cloud Hosting environment</li> <li>Client shall provide access to the data sources included in scope and comply with the technical requirements as defined in the Medisolv Standard Technical Configuration Guide.</li> </ul>
Data Acquisition	<ul style="list-style-type: none"> <li>Medisolv will perform data acquisition services to bring Client's data into the Medisolv Common Data Model (CDM) using proprietary data extraction methods for each EHR and data source included in scope. Initial bulk data loads will be performed to populate historical data. Once the historical data is loaded, Medisolv will transition to incremental data loads, preferably on a nightly basis.</li> <li>The following EHR data sources are included scope: <b>MEDITECH</b></li> <li>Standard implementation includes direct acquisition of Client's underlying EHR data.</li> <li>Data acquisition will commence on <b>TBD</b>. Failure to provide Medisolv with access to the required data sources, including any required pre-loaded tables, on or before the aforementioned data acquisition date will result in Medisolv assigning Client the next available data acquisition date. Medisolv cannot guarantee that reassigned dates will align with Client's reporting requirements.</li> <li>Client shall provide the resources necessary to meet data acquisition timeline and requirements as outlined in Exhibit A.</li> </ul>
Measures	<ul style="list-style-type: none"> <li>Initial implementation includes up to 8 eQMs and up to 2 Hybrid Measures. <ul style="list-style-type: none"> <li>Specific measures shall be selected by Client as part of the implementation process.</li> </ul> </li> <li>Measures will be implemented for the Permitted Entities included in this Sales Order.</li> <li>Enabling additional eQMs/Hybrid Measures beyond the initially installed measures will have additional One-Time Fees per measure per CCN and shall be contracted for in a separate Sales Order or Amendment.</li> <li>Data for separate facilities sharing a CCN will be viewed as a single view, unless each facility is included in scope of use. Additional fees apply if facilities would like to see their data separately.</li> </ul>
Data Submission	<ul style="list-style-type: none"> <li>Client's initial eCQM reporting year will be <b>2026</b> (performance period <b>1/1/2026 - 12/31/2026</b>).</li> <li>Client's initial Hybrid Measure reporting year will be <b>2026</b> (performance period <b>7/1/2025 - 6/30/2026</b>).</li> <li>Medisolv will submit eCQM/Hybrid Measures on behalf of the Client according to current regulatory requirements.</li> </ul>

ENCOR for Electronic Hospital Measures	
Equitable Care Module	<ul style="list-style-type: none"><li>• Medisolv will install the Equitable Care Module in the Client's existing instance of the ENCOR for Electronic Hospital Measures software.</li><li>• Measures will be implemented for the Permitted Entities included in this Sales Order.</li><li>• Activation includes initial implementation services, annual education, and support for measures within the module.</li><li>• Client will adhere to the Medisolv SDOH-1 and SDOH-2 measure specifications and workflow in order for the measures to be properly calculated.</li><li>• Medisolv will not submit the SDOH-1, SDOH-2 or HCHE measure results.</li></ul>

**Authorization**

By executing this Sales Order, Client agrees to purchase and take delivery of the solutions and services set forth herein.

Accepted by:  
**Client**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Charles R. Harris, CEO  
\_\_\_\_\_  
Name and Title

Accepted by:  
**Medisolv**

10/23/2025 | 4:11 PM PDT  
\_\_\_\_\_  
Date

Signed by:  
  
\_\_\_\_\_  
Signature 78F3696084FC435...

Jon French, Chief Revenue Officer (CRO)  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title



**Exhibit A****Data Acquisition Timeline**

The data acquisition project timeline is dependent upon several key steps outlined in the milestone table below, following the typical durations as noted. Medisolv follows a project slotting methodology to ensure the data acquisition resources are available and ready to engage at the appropriate time in the project.

**EHR(s): MEDITECH**

**EHR Data Acquisition Start Date: TBD**

<b>Data Acquisition Milestones</b>	<b>Estimated Duration</b>	<b>Description</b>	<b>Responsible Party</b>
Agreement Signature	N/A	Client and Medisolv have fully executed the Master Subscription Agreement and BAA.	Medisolv and Client POC
Planning	<b>2 weeks</b>	<ol style="list-style-type: none"> <li>1. Client assigns project manager and technical project manager.</li> <li>2. Medisolv and Client coordinate kickoff call.</li> </ol>	Medisolv, Client POC and Client Technical POC
Data Access & Connectivity	<b>6 Weeks</b>	<ol style="list-style-type: none"> <li>1. Client provides Medisolv access to Meditech Data Repository and sets up server or workstation.</li> <li>2. Client installs Medisolv's BeyondTrust and provides Medisolv access.</li> <li>3. Client provides Medisolv read-only access to the Meditech data repository.</li> </ol>	Medisolv and Client Technical POC
Platform Configuration & Data Validation <i>*Begins on EHR Data Acquisition Start Date</i>	<b>6 weeks</b>	Medisolv configures your instance of the Platform and loads clean data into Client application and validates data.	Medisolv
Training & Launch	<b>2 weeks</b>	Medisolv trains Client and provides access to the software.	Medisolv and Client Quality POC(s)

To ensure successful EHR data acquisition and implementation of the Medisolv solution(s) in scope, Client and Medisolv agree to the following:

- Make the appropriate resources available during implementation and use commercially reasonable best efforts to meet the timelines for which they are responsible
- Project kickoff will occur within 2 weeks of contract execution
- Data Access and Connectivity will be complete by the EHR Data Acquisition Start Date
- Work collaboratively to resolve data issues from source EHR system

Failure to meet milestone dates. Medisolv recognizes that project issues or delays may occur and will work with Client to adjust project timeline if possible. There are two critical milestones and scenarios that will impact the project timeline:

- Contracting delays. In the event the contracting process is delayed and there is less than eight (8) weeks between contract signature date and EHR Data Acquisition Start Date, Medisolv will very likely not be able to begin the data acquisition process and may need to reassign data acquisition resources. If necessary, Client will be assigned the next available data acquisition date based on resource availability.
- Data Access & Connectivity delays. In the event Client fails to provide Medisolv with access to the required EHR data tables on or before the EHR Data Acquisition Start Date, Medisolv will not be able to begin the data acquisition process and will reassign data acquisition resources. Client will be assigned the next available data acquisition date based on resource availability.

In either delay scenario, Medisolv cannot guarantee that newly assigned data acquisition dates will align with the Client's reporting requirements.