

RLDATIX MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered by and between RLDatix and County of Monterey on behalf of Natividad Medical Center, a County-owned and operated acute care facility ("Client"), (each individually is a "Party" and together they are the "Parties"). RLDatix, COUNTY, and Client hereby agree as follows:

1. SCOPE

- 1.1. The terms and conditions of this agreement (the "Agreement") consists of the following schedules and exhibits attached hereto, and incorporated herein by this reference:
- **Schedule 1:** Hosted Platform Terms and Conditions Schedule
 - **Schedule 2:** On-Premises Platform Terms and Conditions Schedule
 - **Exhibit A:** Business Associate Agreement
 - **Addendum No. 1** to Business Associate Agreement
 - **Exhibit B:** Order for Software and Services
- 1.2. The attached schedules apply to Client's use of the RLDatix's products or services ordered by Client under an order form, statement of work, or other ordering document issued by RLDatix specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The parties acknowledge that in entering into this Agreement they have not relied upon any representations other than those reduced to writing in this Agreement.
- 1.3. **Purchase Order ("PO") Requirements:** A purchase order is part of Client's procurement process. No waiver, amendment or modification of this Agreement, or additional terms contained in any purchase order, acknowledgment form, vendor registration process or other document, shall be binding unless expressly approved in writing signed by authorized representatives of each party.

2. DEFINITIONS

- 2.1. "Affiliates" means affiliated in the manner indicated in the Order.
- 2.2. "Authorized Users" shall consist of the individuals Client permits to either access or use the Licensed Materials and is a subset of the individuals included in Client's FTE number as indicated on the Order. Authorized Users must be associated with either a Listed Licensed Location or an Unlisted Licensed Location.
- 2.3. "Confidential Information" means all confidential information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, and includes business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party, as demonstrated by Receiving Party's written records. Where the Disclosing Party is the Client, Confidential Information shall not include any information provided by Client through public forums or de-identified or aggregated data.
- 2.4. "Client Data" means all non-aggregated or non-deidentified electronic data or information submitted by Client to be stored or processed in the Licensed Materials.
- 2.5. "Documentation" means the published user manuals and other written materials concerning the Licensed Materials that RLDatix generally makes available to its clients from time to time.
- 2.6. "Enhancements" means any updates, upgrades, improvements or new versions of the Software or Documentation that RLDatix may release or make generally available to its clients from time to time, which items are also subject to license.
- 2.7. "FTE" means full time equivalents. FTEs are expressed in numerical units, with full time workers expressed as 1.0 FTE and half-time workers expressed as 0.5 FTE. As used in connection with this Agreement, Client's FTEs include: (i) all of Client's employees, (ii) Client's agents and affiliates, (iii) Permitted Independent IT Contractors, (iv) independent or contract medical personnel (physicians, nurses, pharmacists, etc.) including their support and ancillary staff, and (v) any other groups of health care providers, medical workers and volunteers having privileges or working with Client. Client's FTEs are deemed to exclude: (A) FTEs associated with Non-Licensed Locations as recorded on the Order (only to the extent that there is no overlap with Listed Licensed Locations or Unlisted Licensed Locations), and (B) Client's patients and customers (to the extent that they do not fall into one of the other groups of individuals listed in the preceding sentence).
- 2.8. "IP Claim" means any claim, suit or proceeding filed against Client by any third party to the extent that such claim, suit or proceeding asserts that the Licensed Materials infringe any intellectual property rights of such third party in Canada, the United States, the United Kingdom, Australia or the EU.
- 2.9. "Licensed Materials" means (i) the Software, (ii) the Documentation, (iii) any Enhancements; (iv) any Modifications; (v) any Professional Services and (vi) any copy of the Software, Documentation, Enhancements or Modifications and Third-Party Software.
- 2.10. "Licensed Thresholds" refers to the limitations on use specified on the Order such as, without limitation, the following: license type (i.e. the functionality included in the license to Client); number of licensed users (meaning the absolute number of permitted users of the Software rather than the FTE count); number of different types of users; Listed Licensed Locations and Unlisted Licensed Locations; and the FTE limit.
- 2.11. "Listed Licensed Locations", "Unlisted Licensed Locations" and "Non-Licensed Locations" are as indicated on the Order: Listed Licensed Locations being specified by name and address. All authorized locations must be listed and may be excluded from the list only in accordance with terms for locations on the Order.
- 2.12. "Minimum Commitment" means a minimum term of Maintenance and/or a subscription as specified on the Order.
- 2.13. "Modifications" means any alteration, change or modification to any Licensed Materials made at Client's request.
- 2.14. "Order" refers to the order form or quotation provided by RLDatix to Client that specifies the fees and certain parameters for the Licensed Materials, such as, without limitation, License Thresholds.

- 2.15. "Permitted Independent IT Contractor" means an individual or group of individuals not employed by Client but who are engaged in work that supports Client's use of the Licensed Materials. To qualify as Permitted Independent IT Contractors, such individuals or group of individuals must be identified on the Order, must be included in the FTE count, and must not provide services to, or on behalf of, any business which is competitive with RLDatix.
- 2.16. "Software" means the RLDatix-owned computer programs identified on the Order, together with any Enhancements or Modifications.
- 2.17. "Standard Support Plan" means the RLDatix Standard Support Plan the most current copy of which is always available at <https://www.rldatix.com/en-nam/msa>.
- 2.18. "Third Party Software" means any computer programs not owned by RLDatix that are licensed to Client and provided along with the Licensed Materials.
- 2.19. "Taxes" means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

3. LICENSED MATERIALS

- 3.1. **Right to Use Licensed Materials: License Grant.** Subject to the terms and conditions of this Agreement, RLDatix hereby grants to Client a non-transferable, non-exclusive perpetual or subscription license (as so identified on the Order) ("**Perpetual License**" or "**Subscription License**", respectively) for its Authorized Users to (i) under a Perpetual License, install and use the Licensed Materials in accordance with this Agreement, or (ii) under a Subscription License, to remotely access and use the Licensed Material, in each case, subject to the License Threshold limitations set forth in this Agreement and the associated Order (including the duration of any Subscription License or renewal thereof) up to the FTE threshold for which the Fee has been paid, solely at the Listed Licensed Location(s) and Unlisted Licensed Locations as specified and defined on the Order (as modified by the process in section 3.6 Location Substitution and FTE Limit), and provided always that the FTE and live database limits specified and defined on the Order are not exceeded (the "**License**"). Client shall ensure that the Licensed Materials are not used at Non-Licensed Locations.
- 3.2. **Limitations.** Any right not specifically granted herein is reserved. Client shall have no right to assign, sublicense, transfer, rent, lease, or distribute the Licensed Materials. No right of ownership or any other exclusive right in any particular manner of configuration, customization or setup of the Licensed Materials performed by RLDatix is granted to Client. No right is granted to the Client to use the Licensed Materials other than in support of Client's own internal business processes and activities. No right is granted to the Client herein to operate the Licensed Materials in a service bureau, outsourcing business or other manner in which the Licensed Materials are used to process or manage information other than that generated by Client in the course of Client's own internal operations. Subject to this section, Client specifically agrees to refrain from any direct or indirect efforts or attempts to reverse engineer, decompile, or disassemble the Licensed Materials or to develop any derivative work thereof of any kind. Client shall not remove or obscure any proprietary notices or labels on the Licensed Materials or infect the Licensed Materials with viruses or any other computer code, files or programs that interrupt, destroy, or limit their functionality. Client shall permit only Authorized Users to access the Licensed Materials and only for the exclusive purpose of operating the Licensed Materials in the course of Client's business. Client shall ensure that each Authorized User has, and only uses his or her own, unique account name and password combination to access the Software. Client shall not permit more than one person to use any one account name and password combination. Client shall not permit any person or entity other than RLDatix to maintain or in any way change or modify the Licensed Materials or any element thereof. If Client has elected for a Subscription License, Client's right to the use of the Licensed Materials is limited to the duration of the Subscription License (or any renewal thereof) for which the Subscription License fee has been paid.
- 3.3. **Warranty.** RLDatix warrants that it has the full right, power, and authorized to (i) enter into this Agreement; (ii) grant the licenses offered pursuant this Agreement; and (iii) grant the right for Client and its Authorized Users to make use of the Third-Party Software.
- 3.4. **Limited Warranty.** RLDatix warrants that the Software and any Enhancements shall, for a period of six (6) months from the Effective Date, , perform materially as described in the then-current Documentation. No warranty or assurance is made as to the ability of the Software to satisfy any or all of Client's particular requirements or that use of the Software will be uninterrupted or error free. The Limited Warranties shall not apply to the extent that (i) Client does not report a nonconformity or defective element of the Software within the Limited Warranty period set forth above, (ii) the Software is not used in accordance with the then-current Documentation, (iii) Client makes any changes to the underlying Software that have not been approved in writing by RLDatix, and/or (iv) the nonconformity is due to the misuse of the Software. In the event of written notice of a breach of the Limited Warranty set forth in section 3.4, RLDatix or its representative will undertake all commercially reasonable efforts to correct the nonconformity or repair or replace any defective element of the Licensed Materials at no additional charge to Client. If the breach cannot be so cured, RLDatix will (i) accept the return of the Licensed Materials, (ii) terminate the license granted herein, and (iii) refund the Initial Fees and First Year fees paid by Client as of the date such written notice was provided to RLDatix. The foregoing sentence represents Client's sole and exclusive remedy for any breach of the Limited Warranties, or any duty or obligation related to the operation or quality of the Licensed Materials.
- 3.5. **Authorized Users.** Only Authorized Users are entitled to make use of and access the Licensed Materials, and only then (i) from Listed Licensed Locations and/or Unlisted Licensed Locations as specified and defined on the Order, using a secure connection to the server hosting the Software for Client and (ii) exclusively to operate the Software for Client's internal business. As such, Client will ensure that only Authorized Users have access to the Licensed Materials.
- 3.6. **Location Substitution and FTE Limit.** Client may substitute one permitted location for another Listed License Location, provided that (i) the new location replaces either an original location on the initial Order or a location subsequently added via this process, (ii) the new location is in the same country as the location it is replacing, (iii) the FTE number of the new location is the same or smaller than the FTE number at the replaced location, and (iv) Client provides RLDatix with written notice of the change within 90 days of making the substitution (and Client must include in such notice the address and FTE total of both the new and replaced location(s)), and (iv) the Licensed Materials are no longer used at the replaced location. Supplemental License Fees will be applicable where FTE growth and/or new locations (in relation to the Order), cannot be accommodated through the process of Location Substitution per this paragraph.
- 3.7. **Acceptance.** Within three (3) months delivery of the Licensed Materials or making them available for use or download, Client shall complete testing and evaluation of the Licensed Materials. In the event that there is a material non-conformance in the operation of the Software or a material non-conformance in the other Licensed Materials during this period, Client shall provide written notice thereof to RLDatix. A material non-conformance in the operation of the Software is defined as a Severity Level 1 or Severity Level 2 issue as per the Standard Support Plan. RLDatix shall then have fourteen (14) days to address the non-conformance or defect in accordance with the terms of the Standard Support

Plan and to provide Client with a written Notice of Repair at no additional charge to Client, thereafter, starting a fourteen (14) daytime period for Client to retest and re-evaluate the Licensed Materials. In the event the non-conformance is not cured within this time period, Client, at its sole discretion, can extend the cure period for such non-conformances or terminate the applicable Order. The Licensed Materials shall be deemed accepted by Client upon the earliest of (i) Client providing written notice of acceptance, (ii) Client not presenting a notice of non-conformance or defect within the first thirty (30) days after Client places the Software into a production/live environment for go live, (iii) Client not presenting a notice of non-conformance or defect within the first three (3) months after the Licensed Materials is made available to Client for use (or, as the case may be within three (3) months of making the Licensed Materials available for download), or (iv) more than fourteen (14) days passing since RLDatix's last Notice of Repair being provided to Client without a written notice of material non-conformity being issued by Client, such date being the "Acceptance Date".

- 3.8. **Professional Services:** RLDatix will provide any required implementation and professional services as listed in the Order (the "Professional Services") and defined in an applicable Statement of Work ("SOW").
- 3.9. **Data Protection:** RLDatix will maintain appropriate administrative, physical and technical safeguards designed for the protection of the security, confidentiality and integrity of Client Data, including measures designed to prevent access, use, modification or disclosure of Client Data by RLDatix personnel, as required to provide the Licensed Materials and prevent or address service or technical problems.
- 3.10. **Hosting:** Hosting services may be provided by a hosting partner that is a subcontractor of RLDatix. Subject to the terms of this Agreement, RLDatix shall be responsible for the actions of the Hosting Partner, to the extent that such actions are directly related to the services provided to Client.
- 3.11. **Support and Maintenance.** Support and maintenance services ("Maintenance") shall be provided in accordance with the then current version of the Standard Support Plan. RLDatix reserves the right to make changes to the Standard Support Plan and the policies within it to improve or enhance the support and maintenance.
- 3.12. **Limitation on Version.** RLDatix shall provide Maintenance for only the most current version of the Software and the previous two versions preceding the release of the most current version of the Software, subject only to Client's payment of the applicable Maintenance fees as provided hereunder. RLDatix may, in its sole discretion, offer Maintenance on a time and materials basis for older versions of the Software and shall be predicated on Client currently receiving Maintenance.
- 3.13. **Professional Services Terms and Conditions.** The parties agree that all Professional Services shall be supplied in accordance with the relevant Order and any associated SOW. If Client does not materially adhere to the guidelines in the relevant SOW, RLDatix reserves the right to either (i) perform the services on a time and materials basis, or (ii) not perform the services. Services dates and times which have been agreed to by both parties which are later cancelled or rescheduled at Client's request will require that: (i) all such fees for delivered Professional Services shall become immediately due and payable; (ii) Client shall reimburse RLDatix for expenses incurred prior to the cancellation or rescheduling notice being received; and (iii) if RLDatix is notified less than twenty (20) business days before the scheduled date, forfeiture by Client of the service hours which RLDatix is reasonably unable to re-book with another client for the same date and time. Any Services listed on the associated Order must be used by Client prior to the one-year anniversary of the Effective Date. Any Services unused by Client as of that time shall expire. Unused services cannot be transferred to other engagements.
- 3.14. **Out-of-Pocket Expenses.** Expenses incurred by RLDatix in providing on-premises training or services shall be fully reimbursed by Client and shall be subject to 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, RLDatix must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

4. CLIENT RESPONSIBILITIES WITH RESPECT TO THE LICENSED MATERIALS

- 4.1. **Responsibilities:** Client shall ensure that: (i) the maximum number and type of Authorized Users that will be permitted to use the Licensed Materials and their mode of access shall comply with the applicable Order; (ii) the Authorized Users will use the Licensed Materials in accordance with the terms and conditions of this Agreement and the applicable Order; and (iii) its network and systems used in conjunction with the Licensed Materials comply with the Documentation that may be updated from time to time. Client is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to RLDatix's data centers and maintaining the security of its equipment and account access passwords. Client shall cooperate with RLDatix to permit RLDatix to install, support, troubleshoot or otherwise provide services, which may include but not be limited to the provision of reasonable facilities and access to systems and equipment and the assignment of appropriately skilled and trained personnel to interact with RLDatix representatives. If Client fails to fulfill its responsibilities, RLDatix shall be relieved of the obligation to provide services to Client which are made more difficult or expensive by reason of Client's failure to fulfill Client's responsibilities. RLDatix may, in its sole discretion, offer to continue providing services to Client under such circumstances for an additional charge.
- 4.2. **Client Data:** Client acknowledges that the collection of Client Data is the sole and exclusive responsibility of Client. Client acknowledges that RLDatix is not responsible in any way for any intellectual property infringement or the violation of any third party's rights or any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising from or relating to the Client Data. In relation to all personal data comprised within the Client Data, Client warrants that such personal data shall have been obtained and supplied to RLDatix in compliance with applicable laws and Client warrants that it has obtained all necessary consents and approvals from users that are necessary to permit RLDatix to provide the services under this Agreement. Client further agrees to not use the Licensed Materials to store, process or transmit any sensitive financial information, including but not limited to any account number, credit or debit card number (with or without any required security code) or password that would permit access to an individual's financial account, and RLDatix disclaims responsibility for any such data.
- 4.3. **Trade Sanctions:** Each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, the Client is solely responsible for compliance related to the manner in which the Client chooses to use the Licensed Materials, including the Client's transfer and processing of Client Data. The Client represents and warrants that the Client and its financial institutions, or any party that owns or controls the Client or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the United Kingdom Government, the European Union or its Member States, or other applicable government authority.



5. PAYMENT AND INVOICING

- 5.1. **Fees:** Software is purchased on a subscription or perpetual basis as specified in the applicable Order and subject to the First Year Fee as set out in the Order. Additional purchases of Licensed Materials may be added during the Term (as specified below). Fees for Professional Services will be offered on a one-time or subscription basis as set out in the applicable Order. If Client cancels its order, fails to pay the specified fees for the duration of the Minimum Commitment in accordance with this section, or this Agreement is otherwise terminated (other than for the failure of the Software to be accepted), Client agrees to pay all outstanding invoices and 100% of all remaining fees otherwise due for the remainder of the term of the Minimum Commitment pursuant to the payment terms stated herein section 5.2 "PAYMENT AND INVOICING".
- 5.2. **Invoicing and Payment:** All fees are invoiced in advance, unless otherwise set out in the applicable Order. Unless otherwise stated in the applicable Order, invoiced charges are due within thirty (30) days from receipt of a certified invoice by the Monterey County Auditor-Controller. Payment obligations are non-cancelable and fees paid are non-refundable except as otherwise set out in this Agreement.
- 5.3. **Late Payment:** If any amounts are not received by RLDatix by the date specified on the applicable Order (unless subject to good faith dispute), RLDatix shall be entitled to place Client on a credit hold and, without limiting its other rights and remedies, suspend Client's access to the licensed Materials, in whole or in part, until such amounts are paid in full. .
- 5.4. **Taxes:** Unless otherwise stated, fees do not include any Taxes. Client is responsible for paying all Taxes associated with the purchases under the Order where applicable. If RLDatix has the obligation to pay or collect any Taxes associated with an Order for which Client is responsible, then Client shall pay or reimburse RLDatix the amount of the Taxes. For clarity, RLDatix is solely responsible for taxes assessable against it based on its income, property or employees.

6. PROPRIETARY RIGHTS

- 6.1. **Licensed Materials:** Subject to the limited rights expressly granted hereunder, RLDatix reserves all rights, title and interest in and to the Licensed Materials and all modifications and improvements to the Licensed Materials, plus all related intellectual property rights. Except as expressly stated in this Agreement, this Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Licensed Materials. Any Modifications to any part of the Licensed Materials, excluding the Third-Party Software, will be owned by RLDatix immediately on creation regardless of whether the Modifications were made at the request of Client or not. To the extent Client owns or acquires any right, title, or interest in and to any Modifications, Client hereby assigns to RLDatix all such right, title, and interest in and to such Modifications, including all intellectual property rights therein. RLDatix will own all intellectual property rights in any works created in performing this Agreement or in providing any Licensed Materials or Professional Services.
- 6.2. **Client Data:** Client reserves all rights, title and interest in and to the Client Data, and subject to the limited rights granted by Client hereunder, RLDatix acquires no right, title or interest from Client under this Agreement in or to Client Data or any intellectual property rights therein. Client hereby grants to RLDatix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to (i) de-identify any and all Protected Health Information obtained by RLDatix under this Agreement in accordance with the de-identification requirements of 45 CFR 164.514(a)-(b), and use and disclose such de-identified data consistent with 45 CFR 164.502(d) for the proper management and administration of RLDatix or to carry out its legal responsibilities, and (ii) combine Protected Health Information disclosed by Client to RLDatix with any de-identified or aggregated data maintained by RLDatix (provided that aggregated Protected Health Information is first de-identified by RLDatix in accordance with HIPAA), and to make such Protected Health Information available to other Covered Entities (as defined under HIPAA) to enable such Covered Entities or RLDatix to perform comparative analyses of their healthcare operations with the benefit of such data. For clarity, where Client's Order is for Software that contains artificial intelligence as part of the software, Client grants to RLDatix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to use Client Data as part of the Software and to train the artificial intelligence language model.

7. CONFIDENTIALITY

- 7.1. **Confidentiality:** The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care); (ii) not use (except to perform its obligations hereunder or exercise its rights hereunder) or disclose to any third person any such Confidential Information, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to such Confidential Information to those of its officers, employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less than those herein. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party, if permitted by law, shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and reasonably cooperate with the Disclosing Party in seeking to obtain such protection. Each Party may also confidentially disclose the terms and conditions of this Agreement to actual or potential financing sources or acquirers.
- 7.2. **Feedback:** To the extent Client provides any suggestion, idea, enhancement requests, recommendations or comments ("Feedback") to RLDatix, such Feedback will not be considered Confidential Information and RLDatix will have the right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to Client. Client shall have no intellectual property rights in any developments arising from any Feedback.

8. DISCLAIMER

- 8.1. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN EACH SCHEDULE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.
- 8.2. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CLIENT AND RLDATIX, CLIENT IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CLIENT CONTENT AS INPUT INTO THE PRODUCTS. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND THAT THE OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT

IN RENDERING HEALTH CARE SERVICES TO PATIENTS LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES.

9. INDEMNITY

- a. **General Indemnity.** RLDatix will defend Client and its respective employees, officers, directors, agents, and assigns and will pay all costs and damages finally awarded against Client by a court of competent jurisdiction or any settlement amounts finally agreed to by RLDatix from and against any and all third party claims, losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from: (i) the breach by RLDatix or its personnel of its confidentiality or security obligations under this Agreement; (ii) the non-compliance by RLDatix or its personnel with applicable law; (iii) death, personal injury, bodily injury or any real or tangible personal property damage caused or incurred by RLDatix or its personnel; (iv) the gross negligence, or intentional, willful or criminal misconduct of RLDatix or its personnel.
- b. **FOR INTELLECTUAL PROPERTY INFRINGEMENT**

RLDatix will defend at its own expense any IP and will pay all costs and damages finally awarded against Client by a court of competent jurisdiction or any settlement amounts finally agreed to by RLDatix as a result of any such IP Claim, provided that Client (i) promptly notifies RLDatix in writing of such IP Claim, (ii) transfers sole control of the defense of the IP Claim and all negotiations leading to a settlement or resolution (provided that Client will have the right to reasonably participate, at its own expense, in the defense of any such IP Claim); and (iii) fully co-operates with and assists RLDatix in the defense of such IP Claim.

1. If an IP Claim arises, or in RLDatix's opinion, may arise, then RLDatix may at its sole option and in its sole discretion (i) replace or modify that portion of the Licensed Materials so as to avoid the IP Claim; (ii) procure the right for Client to continue the use of the Licensed Materials, or (iii) terminate that portion of the applicable Order corresponding to the IP Claim and refund to Client a pro rata amount of the fees actually paid by Client to RLDatix for the unused portion of the annual fees for such Order.
2. The foregoing indemnities will not apply to any IP Claim based upon or arising from (i) any unauthorized use or modification of the Licensed Materials; (ii) use of the Licensed Materials in combination with any software, data, content or hardware not provided or required by RLDatix, to the extent the IP Claim relates to the combination or (iii) any work product based on specifications provided by Client to the extent the IP Claim related to such work product created based on those specifications.
3. **THE FOREGOING REPRESENTS CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RLDATIX'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.**

10. LIMITATION OF LIABILITY

- 10.1. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES (2X) THE AMOUNT PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM LEADING TO SUCH LIABILITY.
- 10.3. SECTION 10.2 SHALL NOT APPLY TO (i) CLIENT'S PAYMENT OBLIGATIONS FOR THE SERVICES UNDER THIS AGREEMENT; (ii) ANY BREACH OF SECTION 4.1 ; (iii) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1b; OR (iv) EITHER PARTY'S FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

11. TERM AND TERMINATION

- 11.1. **Effective Date:** The Agreement is effective as of **December 16, 2024** (the "Effective Date), **through December 15, 2029** and will continue in full force and effect for so long as RLDatix provides any Software or Services to Client under one or more Order, unless other terminated as set forth herein.
- 11.2. **Subscription Term.** For Licensed Materials licensed under a subscription model, the term of this Agreement shall be the term set out in the Order (the "Term", with the first twelve months of the Term being the "First Year"). Additional Subscriptions purchased on any subsequent Order will co-terminate with the Subscription Term. Client's Subscription License fee includes a subscription to Maintenance for the term of the Subscription Term. A Subscription Term cannot be discontinued or terminated during the Minimum Commitment.
- 11.3. **Perpetual Term.** For Licensed Materials licensed under a perpetual model, the Term shall survive until terminated.
- 11.4. **Maintenance Term.** For Licensed Materials licensed under a subscription model the Maintenance Term coincides with the Subscription Term. For Licensed Materials licensed under a perpetual model, Maintenance is available for one (1) year terms. Unless otherwise indicated on the Order, the "First Year", being the first year of Maintenance, shall commence on the Effective Date of the Agreement, the month and day of which shall become known as the "Renewal Date." The Renewal Date shall constitute the commencement date of each successive one-year Maintenance Term (each a "Renewal Term"). Following the First Year (and completion of the Minimum Commitment period if applicable), Maintenance shall be renewed for successive one year terms on the Renewal Date, provided, however, that either party may, by written notice to the other party at least three (3) months prior to the expiration of the First Year or any Renewal Term elect to discontinue Maintenance as of the end of the latter of (i) the then-current Maintenance Term and (ii) the Minimum Commitment. In the event that Client does not renew its term of Maintenance with RLDatix and later elects to receive Maintenance, Maintenance may be reinstated by RLDatix, in its sole discretion, for a Maintenance fee equal to (i) the fee that Client would have paid had Client retained the Maintenance since termination of Maintenance, prorated for any partial periods, plus (ii) prepayment of Maintenance fees for the following full term, plus (iii) a reactivation fee equal to 10% of the total of (i) and (ii) above. If Client and RLDatix elect to reinstate Maintenance as set forth above, and the Licensed Materials are licensed under a perpetual model, RLDatix shall provide Client with the most recent version of the Software and provide Maintenance as described herein. Maintenance cannot be discontinued nor terminated in accordance with this section during the term of a Minimum Commitment.
- 11.5. **Termination:** This Agreement may be terminated prior to the end of the Term by either party in the event of a material breach of this Agreement by the other party; provided that (i) the non-breaching party provides not less than 60 days prior written notice to the breaching party of its intent to terminate this Agreement because of such breach and (ii) such breach is not reasonably cured within such 60-day period. Upon expiration or termination of this Agreement, (a) Client shall cease any further use of the Licensed Materials or Documentation, (b) each Receiving Party will promptly (within thirty (30) days of termination) erase and destroy (or return to RLDatix) all copies and remove any

remnants (such as cached computer code, images, data) of the Software and documentation from Client's computers, network, and systems. The Disclosing Party's Confidential Information in the Receiving Party's possession or control, (c) all fees that have accrued as of such expiration or termination, and Section 5 ("PAYMENT AND INVOICING"), Section 6 ("PROPRIETARY RIGHTS"), Section 9 ("INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT"), Section 10 ("LIMITATIONS OF LIABILITY"), Section 11 ("TERM AND TERMINATION") and Section 12 ("GENERAL"), will survive any expiration or termination of this Agreement or the affected Order and (d) if this Agreement or an Order is terminated due to RLDatix's uncured breach, then RLDatix will refund to Client a pro rata amount of the annual fees actually paid by Client to RLDatix for the unused term of the affected Order. Customer's payments to RLDatix under this Agreement are funded by local, state and federal governments. Client's payments to RLDatix 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 RLDatix, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Client may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

12. GENERAL

- 12.1. **Entire Agreement.** This Agreement, the Order, the Schedules, the Terms of Use Addendum (where applicable), the Hosting Addendum (where applicable), the Standard Support Plan Schedule (where applicable), and any other document expressly referred to in the body of this Agreement or Order constitutes the entire agreement between the parties relating to any and all software or services purchased by Client from RLDatix, and supersedes all prior agreements, understandings and representations as to the subject matter set forth in this Agreement and shall control over any different or additional terms of any purchase order or other non-RLDatix ordering document, and no terms included in any such purchase order or other non-RLDatix ordering document shall apply to the Licensed Materials. The terms of this Agreement can only be varied by a written agreement signed by both RLDatix and Client or an updated version of this Agreement being presented by RLDatix and accepted by Client. The headings in the Agreement are provided for convenience only and shall not be construed to infer intent or meaning. In the event of a conflict between the terms of this Agreement and any other document forming part of the Agreement (including, but not limited to, the Order, the Hosting Addendum (where applicable) and the Standard Support Plan Schedule), the order of precedence shall be the Order, the Hosting Addendum, this Agreement, the Standard Support Plan Schedule. In the case of any other document, unless the other document is signed by both parties and makes specific reference to this Agreement and identifies by section or paragraph number the specific elements of this Agreement in respect of which the other document is to take precedence, it shall have no bearing. No general statement that another document takes precedence shall apply. In the event of a conflict between this Agreement and an Order, the terms of the Order shall control.
- 12.2. **Assignment:** Neither Party may assign this Agreement nor any rights or obligations herein without the other Party's prior written approval, except that either Party may assign this Agreement to a successor to substantially all of its assets or business related to this Agreement or an Affiliate, subject at all times to Section 3 of this Agreement. Any purported assignment in violation of this Section shall be void.
- 12.3. **Miscellaneous:** Notices to RLDatix provided must be addressed to the Legal Department of RLDatix and emailed to legal@RLDatix.com. Notices to Client may be delivered to the contact information for Client provided in the Order. The parties expressly exclude application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Conventions, 1980). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.4. **Applicable Law, Incompatibility:** This Agreement shall be governed by and interpreted under the laws of the State of California. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 12.5. **Force Majeure Event:** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "Force Majeure Event"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, power grid failure, supply chain interruptions, information systems interruptions or failures, breakdown of machinery, labor disputes or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement. If a Party wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.
- 12.6. **Ethics:** Each Party shall hold itself and its Affiliates to high ethical standards, including basic human rights, not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery or anti-bribery legislation, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner, without corruption.
- 12.7. **Liability of RLDatix:** Client shall defend, indemnify, protect and hold harmless RLDatix for all claims and actions arising out of Client's use or misuse of the Licensed Materials, without limitation.
- 12.8. **Audit Rights.** Client shall maintain accurate books and records relating to the Licensed Materials, including but not limited to the use made thereof by Client in comparison to the License Thresholds and limitations on the Order. Wherever possible, such books and records shall be in a form to permit remote access and review. RLDatix may, at its sole cost and expense, conduct an audit of Client's books and records relating to the Licensed Materials during normal business hours, with reasonable advanced notice and no more frequently than annually, and subject to any reasonable requirements of Client in respect of confidentiality. In the event that an audit reveals that Client's use of the Licensed Materials is in excess of any License Thresholds at any time, Client shall immediately tender the applicable supplemental fees, and should the audit reveal that Client's use was more than 5% in excess of any License Threshold at any time, Client shall reimburse RLDatix for the reasonable costs of the audit.
- 12.9. **Third Party Applications:** Third-Party applications purchased by Client through RLDatix or otherwise shall not be governed by this Agreement. Some elements of Third-Party Software require the distribution of separate notices, license terms and/or source code, and all Third-Party Software is subject to the license terms of such Third-Party Software. None of the terms of the Third-Party Software licenses diminish or minimize the rights RLDatix is otherwise offering to Client in this Agreement. For each such element of Third-Party Software, the applicable licenses, notices or other elements can be found on the RLDatix web site at <https://rldatix.com/en-nam/company/terms>.



- 12.10. **On-Premise Software:** If Client is purchasing Licensed Materials for an on-premise deployment, the terms and conditions stated in the On-Premise Platform Terms and Conditions Schedule shall apply.
- 12.11. **Hosted Software:** If Client is purchasing Licensed Materials for a SaaS or hosted deployment, the terms and conditions stated in the Hosted Platform Terms and Conditions Schedule shall apply.
- 12.12. **Non-Discrimination.** During the performance of this Agreement, RLDatix, 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 RLDatix’s employment practices or in the furnishing of services to recipients. RLDatix 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. RLDatix 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.

13. INSURANCE

Evidence of Coverage:

Prior to commencement of this Agreement, RLDatix shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, RLDatix upon request shall provide a copy of the policy or policies.

This verification of coverage shall be sent to Customer’s Contracts/Purchasing Department, unless otherwise directed. RLDatix shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Customer’s Contracts/Purchasing Director.

Insurance Coverage Requirements: Without limiting RLDatix’s duty to indemnify, RLDatix shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including , non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers’ Compensation Insurance, If RLDatix employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Other Requirements:

All insurance required by this Agreement shall be 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 RLDatix completes its performance of services under this Agreement.

General Liability policy shall provide coverage for RLDatix 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 policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor’s insurance.



Prior to the execution of this Agreement by Customer, RLDatix shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that RLDatix has in effect the insurance required by this Agreement.

RLDatix 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 Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify RLDatix and RLDatix shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by RLDatix to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

The remainder of this page has been left blank intentionally.

Signature page to follow.

COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
Monterey County Deputy County Counsel

Date: 11/15/2024 | 5:37 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor/Controller

Date: 11/15/2024 | 7:21 AM PST

CONTRACTOR

Datix (USA), Inc.
Contractor's Business Name*** (see instructions)

Signed by:
Peter Holbrook
Signature of Chair, President, or Vice-President

Peter Holbrook, Chief Financial Officer
Name and Title

Date: 10/31/2024 | 1:37 PM PDT

Signed by:
By: Colleen Prifogle
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Colleen Prifogle, Vice President, Finance
Name and Title

Date: 11/5/2024 | 5:58 PM GMT

SCHEDULE 1
HOSTED PLATFORM TERMS AND CONDITIONS SCHEDULE

1. The terms and conditions of this Schedule 1 apply to Client's use of RLDatix Software via RLDatix' hosted deployment ("HD") or Software-as-a-Service-based subscription services ("SaaS"), professional and support services, along with any related work product (such as HD, SaaS, professional and support services and work product, collectively, the "RLDatix Platform") ordered by Client under an Order, Statement of Work, or other ordering document issued by RLDatix (including any online form, which Client agrees is subject to acceptance or rejection by RLDatix) specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The terms contained in this Schedule 1 shall apply to the RLDatix Platform only and are in addition to all other terms stated within the main body of the Agreement. All usage restrictions, IP terms and other terms applicable stated in the main body of the Agreement above shall apply to the RLDatix Platform.

2. SERVICE

2.1 Service Level Agreement and Support Services: RLDatix will provide the RLDatix Platform and related support services (in accordance with the Standard Support Plan Schedule). Client's Subscription License Fee includes a non-cancellable subscription to Maintenance for the term of the Subscription License or any renewal thereof.

3. WARRANTY

3.1 Hosting Warranty: RLDatix warrants that the RLDatix Platform, as delivered, shall perform materially in accordance with the specifications contained in the then current Documentation that relates to the RLDatix Platform. In the event of any breach of the warranty in this sub-section during the term of this Agreement, RLDatix shall, as its sole liability and Client's sole remedy (in addition to any termination right that may arise from such warranty breach), diligently remedy such deficiencies that cause the HD or SaaS to not conform to this warranty. If RLDatix determines that it is unable to remedy such deficiencies, RLDatix may terminate that portion of the applicable Order affected and refund to Client a pro rata amount of the fees actually paid by the Client to RLDatix for the unused Subscription Term of the defective RLDatix Platform.

3.2 Professional Services: RLDatix warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. Client's sole and exclusive remedy (in addition to any termination right that may arise from such warranty breach) with respect to this warranty will be that RLDatix shall correct the breach of this warranty or reperform the services within a commercially reasonable period of time within a commercially reasonable period, provided that Client reports any warranty claims to RLDatix within thirty (30) days of the delivery of the related Professional Services.

3.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

4. TERMINATION

4.1. Return of Client Data: Upon Client's written request, where such request must be made within thirty (30) days following expiration or termination of this Agreement, RLDatix shall return Client Data to Client via secure FTP and in an industry standard file format at no cost to Client. All Client Data shall be deleted by RLDatix within ninety (90) days after expiration or termination of this Agreement. Notwithstanding the foregoing, RLDatix shall be permitted to retain any Client Data that is required to be retained as part of ongoing or contemplated litigation.

4.2. Transition Services: RLDatix may provide transition services to Client, upon expiration or termination of this Agreement, under an applicable Statement of Work signed by both Parties and at RLDatix' then current fee rate for such Professional Services.

SCHEDULE 2
ON-PREMISES PLATFORM TERMS AND CONDITIONS SCHEDULE

- 1.1. Hardware and Other Software.** Client shall be solely responsible to obtain and ensure the proper operation of the hardware and software necessary to operate and use the Licensed Materials. Any costs associated with acquiring, maintaining or using Client hardware or any supporting software (including but not limited to operating systems) and/or any connectivity necessary to use or support the Licensed Materials shall be entirely those of Client.
- 1.2. Environment.** Under a Perpetual License, Client may install and operate the Software in one live / production environment unless specified otherwise in the Order. Except as is necessary to install and operate the Software in a single live / production environment, and a single backup thereof, and one training / test environment, Client shall enjoy no right of duplication of the Software.
- 1.3. Remote Access.** Where Client hosts the Software, Client will assist RLDatix in establishing remote access through an Internet-based third-party remote access solution when RLDatix requires access to effectively support the Software.

Enhancements. RLDatix will periodically group revisions, updates and/or Enhancements into a version or release of the Licensed Materials that will be sent to Client (or made available for download by Client), together with instructions for the installation thereof. Client will be responsible for installing the new version or release of the Licensed Materials. At Client's request, RLDatix will lead the installation of the updated version of the Licensed Materials in the Client's environment, at RLDatix's then-current Professional Services rates on a time and materials basis. Client is solely responsible for adding versions and releases of the Software on a timely basis.

Exhibit A:
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective December 16, 2024 (“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 Datix (USA) 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 sole 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, 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:

Datix (USA) Inc.

Attn: Legal Department

311 S Wacker Dr Suite 4900

Chicago, IL 60606, United States

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. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 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.

5.10 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.

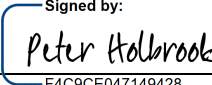
5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect 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.

5.12 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:  _____
Signed by:
F4C9CE047149428...
Print Name Peter Holbrook
Print Title Chief Financial Officer
Date: 10/31/2024 | 1:37 PM PDT

By: _____
Print Name: _____
Print Title: _____
Date: _____

ADDENDUM NO. 1

TO BUSINESS ASSOCIATE AGREEMENT BY AND BETWEEN DATIX (USA), INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR RISK & SAFETY SOFTWARE SERVICES

This Addendum No. 1 amends, modifies, and supplements the Business Associate Agreement (hereinafter “BAA”) by and between Datix (USA) Inc., (hereinafter “Business Associate”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Covered Entity”). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Clause D. of the Recitals is deleted.
- II. Paragraph 1.1 (d) shall be deleted and replaced with:
“Services” shall mean the Risk & Safety software related services performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.
- III. Paragraph 3.1(a) shall be deleted and replaced with:
Notify the Privacy Officer of Covered Entity, in writing via email 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 that impacts service to the customer 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 written 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 associated with Covered Entity 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 seven (7) calendar days after discovery of the Breach;
- (ii) To the extent practicable, Covered Entity and Business Associate shall work together to coordinate the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. The Parties agree that such notifications will be carried out in compliance with HIPAA and any other applicable federal or state notification law. Business Associate further agrees to assist with the implementation of any decisions by Covered Entity to notify individuals of the Breach;

IV. Paragraph 3.1(b) shall be intentionally omitted.

V. The last sentence of 3.1(e) shall be deleted and replaced with:

In addition, no more than once per year, Covered Entity may request to review Business Associate's standard information security package.

VI. Paragraph 3.1(j) shall be deleted in its entirety.

VII. Paragraph 3.2(c) shall be deleted in its entirety.

VIII. Paragraph 5.8 shall be deleted and replaced with:

Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third-party action, arising out of Business Associate's breach or potential breach of this BAA. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties. Notwithstanding the foregoing, the aggregate liability of Business Associate, with respect to this Agreement, shall not exceed Five Hundred Thousand Dollars (\$500,000).

IX. Paragraph 5.9 shall be deleted and replaced with:

"This BAA applies to all present and future orders for the Risk & Safety software.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER</u></p>	<p>DATIX (USA), INC</p>
<p>Charles R. Harris, CEO</p>	<p>Signed by: <i>Peter Holbrook</i> F4C9CE047149428... Signature</p>
<p>Date</p>	<p>Peter Holbrook, Chief Financial Officer</p>
<p><u>Approved as to Legal Provisions:</u></p>	<p>Printed Name and Title</p>
<p>Signed by: <i>Stacy Saetta</i> 0980D21D44C4341D... Monterey County Deputy County Counsel</p>	<p>10/31/2024 1:37 PM PDT</p>
<p>Date</p>	<p>Date</p>
<p><u>Approved as to Fiscal provisions:</u></p>	<p>Signed by: <i>Colleen Prifogle</i> A21B64DB58D6412... Signature</p>
<p>DocuSigned by: <i>Patricia Ruiz</i> E79EF64E57454F6... Monterey County Deputy Auditor-Controller</p>	<p>Colleen Prifogle, Vice President, Finance</p>
<p>11/15/2024 7:21 AM PST</p>	<p>Printed Name and Title</p>
<p>Date</p>	<p>11/5/2024 5:58 PM GMT</p>
<p>Date</p>	<p>Date</p>

Exhibit B: Order for Software and Services

This Order Form is subject to the terms and conditions contained in the Master Services Agreement (“Agreement”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility (“Client”) and RLDatix (“RLDatix”), which is incorporated into this Order Form by this reference. In the event of any conflict between the Agreement and this Order Form, the Agreement shall prevail.

Order Number: Q-139424
Organization: Natividad Medical Center
Currency: USD
RLDatix: 1 Yonge Street, Suite 2300, Toronto, Ontario, M5E 1E5

Licenses

Module or Add-ons	Product or Services
Risk & Safety - Foundations	Risk & Safety - Foundations
Risk & Safety - Risk	Risk & Safety - Risk
Risk & Safety - Feedback	Risk & Safety - Feedback

Services

Module or Add-ons	Product or Services	Hours
Implementation Services	Implementation Services	Up to 120 Hours

YOUR PRODUCTS

The Software ordered is licensed, not sold, and the license granted to Natividad Medical Center is limited in accordance with the Master Services Agreement.

The license granted to the Client listed on this Order Form is limited as follows:

Subscription	
Hosting Type	RLDatix Hosted
Number of live database limit	1
FTE limit	615
The Licensed Material are restricted for use only at the following	<p>Natividad Medical Center</p> <p>Unlisted Licensed Locations</p> <p>The Licensed Materials may also be used at affiliated locations (which are not specifically identified above) as long as none of the unlisted licensed locations exceeds 100 FTEs and the aggregate total of all unlisted licensed locations does not exceed 400 FTEs. "FTE" refers to full-time equivalent number of employees.</p>

PRICING

Year	Risk and Safety (“R&S”) Software Subscription	Implementation	Accreditation & Regulatory (“A&R”) Software Subscription	TOTAL
1	\$35,000.00	\$33,000.00	\$17,427.44	\$85,427.44
2	\$55,000.00		\$18,298.81	\$73,298.81
3	\$57,750.00		\$19,213.76	\$76,963.76
4	\$60,638.00		\$20,174.44	\$80,812.44
5	\$63,669.00		\$21,183.17	\$84,852.17
				\$401,354.62

PAYMENT TERMS & ORDER NOTES

1. License and Services

RLDatix provides this order form subject to its standard terms as indicated below. These standard terms form an essential component of the Order Form being offered and they are designed to streamline the process and reduce labor and costs associated with the order. The above Order Form may list a discount for accepting RLDatix' standard terms/conditions. RLDatix is open to changes to its standard terms, but this will negate the discount otherwise offered. Except as expressly provided in a written agreement signed by authorized representatives of RLDatix and Client identified above, the agreement for the software and services described above shall be comprised of and governed solely by this Order Form, the RLDatix Master Services Agreement delivered with the software, the then-current versions of the RLDatix Standard Support Plan, and the relevant RLDatix Statements of Work, as stated in the terms and conditions of this Agreement. RLDatix rejects the terms of any order document or acknowledgement purporting to alter or add to such terms.

2. Payment/Delivery

No sales tax is associated with the software subscription or implementation as listed herein. Licensed Materials will be delivered electronically and/or shipped on memory device(s) or made available for downloading. Client must confirm that the above addresses are correct.

3. Implementation and Integration Services

If listed, RLDatix is providing implementation and/or other services as part of the initial fee listed above. RLDatix staff time on services is tracked and the Order Form lists the maximum number of hours which will be delivered as part of the initial fee. In most cases the hours listed on the Order Form should be sufficient time for successful implementation. Client can purchase additional hours if required. Unused hours cannot be transferred to other services or products. The listed service hours must be used prior to the one-year anniversary of the purchase date and any unused services hours as of that time shall expire. Refer to the relevant Statement of Work document for more details. Out of pocket expenses incurred by RLDatix for plans that include onsite services shall be reimbursed by Client. The invoice shall set forth the amounts claimed by RLDatix for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Client shall certify the invoice, either in the requested amount or in such other amount as Client approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4. Annual Fees

Annual fees are for software support and maintenance and subscription licensing in accordance with the RLDatix Standard Support Plan. Unless otherwise indicated on the Order Form, the First Year of annual fees commences on the purchase date. If a Minimum Commitment is applicable, the term of that commitment will be indicated on the Order Form: Client and RLDatix agree to continue annual support and maintenance for the specified period of time. A lapse in payment of annual fees may result in a reactivation fee.