

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TigerConnect, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

access to a secure healthcare text and audio messaging system for client communication

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,425.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Agreement Modification; Exhibit C Business Associate Agreement

Exhibit D Order Form; Exhibit E End User Agreement

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County 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.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

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~~7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR 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 the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor 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, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR 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, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR 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.

(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 NON-DISCRIMINATION:

- 11.01 During the performance of this Agreement, CONTRACTOR, 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR 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. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,



pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY
Elsa Mendoza Jimenez
Name
Director of Health Services
Title
1270 Natividad Road, Salinas CA 93906
Address
831-755-4526
Phone

FOR CONTRACTOR
Neil Hobbs
Name
General Counsel
Title
2054 Broadway, Santa Monica CA 90404
Address
310-740-9250
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	
By:	
Chief Contracts & Procurement Officer	
Date:	
By:	
Department Head (if applicable)	
Date:	
Approved as to Form Office of the County Counsel, ¹ Susan K. Blich, County Counsel	
By:	<i>Shane Eben Strong</i> <small>DocuSigned by: Shane Eben Strong 85C403E38964C...</small>
Date:	6/9/2026 4:40 PM PDT
Approved as to Fiscal Provisions ²	
By:	<i>Patricia Ruiz</i> <small>DocuSigned by: Patricia Ruiz E79EF68E57454F6...</small>
Date:	6/10/2026 7:45 AM PDT
Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management	
By:	David Bolton, Risk Manager
Date:	

CONTRACTOR	
TigerConnect, Inc.	
Contractor/Business Name*	
By:	<i>Sean O'Neal</i> <small>Signed by: Sean O'Neal 5ECBBFD02DDE49F...</small>
(Signature of Chair, President, or Vice-President)	
Sean O'Neal	CEO
Name and Title	
Date:	6/8/2026
By:	<i>John Montealegre</i> <small>Signed by: John Montealegre E6E7458E49DA4DE...</small>
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)	
John Montealegre	CFO
Name and Title	
Date:	6/9/2026

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1 Approval by the office of the County Counsel is required.

2 Approval by Auditor/Controller is required.

3 Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

EXHIBIT-A: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. SCOPE OF SERVICES

CONTRACTOR will provide an annual licensed web-based subscription for a text and voice messaging patient/staff communication system to Monterey County Health Department/Behavioral Health Bureau that will include:

Clinical Communication & Collaboration
Care collaboration platform
Clinical communication/patient engagement

A. Provide the following platform options that include:

1. Tiger Connect Clinical Collaboration Standard Platform:
 - 2-way conversation with staff, group conversations, HIPAA secure messaging
 - HITRUST Certified
 - HIPAA Compliant
 - Message Templates
 - Provider Broadcast Messaging
 - Full Admin Control
 - Archival Tool
 - VoIP App to App Voice & Video

2. Tiger Connect Clinical Collaboration Pro Platform
 - 2-way conversation with staff, group conversations
 - HIPAA secure messaging, voice and video calls, Roles and team organization
 - Unlimited texting, video, voice
 - Assigning roles and teams to staff/networks
 - HITRUST Certified
 - HIPAA Compliant
 - Message Templates
 - Provider Broadcast Messaging
 - Full Admin Control
 - Archival Tool
 - VoIP App to App Voice & Video

3. Patient Engagement Standard
 - Communication with Patient &/or Family Messaging
 - Unlimited Texting
 - Automated Messaging (Appt. Reminders)
 - Patient Broadcast Messaging
 - Message Templates
 - Ability to send as secure or unsecure SMS
 - Ability to export entire conversation
 - Archival Tool

VolP App to App Voice & Video

4. Patient Engagement Pro
Communication with Patient &/or Family Messaging
Unlimited Texting, Video and Voice Calls
Automated Messaging (Appt. Reminders)
Patient Broadcast Messaging
Message Templates
Ability to export entire conversation
Masked Calling (Cellular)
Welcome Lobby
Archival Tool
VolP App to App Voice & Video

C. Additional provisions:

1. CONTRACTOR will provide the COUNTY with technical support as needed and will make modifications as required to ensure functionality of the program.
2. CONTRACTOR will provide 24/7 customer support and service.
3. CONTRACTOR will provide a system that allows the County to generate reports to track relevant data.

D. Designated Contract Monitor:

Janet Barajas
Monterey County Behavioral Health Services Manager
1611 Bunker Hill Way, Suite 120
Salinas, CA 93906
(831) 755-4302

F. Designated IT Liaison

Rich Wagreich
Department Information Systems Manager
County of Monterey Health Department
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4351

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay in advance in an amount not to exceed the issued Quote/Order as requested and approved by COUNTY. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Product Name (Platform)	SKU
Clinical Collaboration Pro Licenses	250
Patient Engagement Pro Licenses	250
TigerConnect Hosted Archiving	250
VolP App to App Voice & Video	250

- B. All maintenance, hosting, and upgrade fees are included.
- C. There shall be no travel reimbursement allowed during this Agreement.

III. PAYMENT CONDITIONS

- A. CONTRACTOR shall submit via email an Invoice, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with an electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

- B. COUNTY shall review and certify CONTRACTOR’S Invoice either in the requested amount or in such other amount as COUNTY 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 thirty (30) days of receiving the certified Invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR in advance for subscription as specified in the approved quote as incorporated into the Exhibit D-Order Form for a total amount not to exceed \$100,425.

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2026 – July 1, 2027	\$100,425
MAXIMUM COUNTY OBLIGATION	\$100,425

EXHIBIT B: MODIFICATION

The County of Monterey Standard Agreement shall be modified as follows:

Section 3.02 under 3.0 TERM OF AGREEMENT is deleted in its entirety.

~~3.02—The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

Section 7.01 under 7.0 TERMINATION is deleted in its entirety.

~~7.01—During the term of this AGREEMENT, the County may terminate the AGREEMENT by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of the termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this AGREEMENT shall be reduced in proportion to the services provided to the date of termination.~~

County acknowledges it is purchasing a 12-month subscription which will expire as of the termination date. Termination for cause still applies.

Section 8.0 INDEMNIFICATION

Additional indemnification language is included in Exhibits C and E as noted below.

Exhibit C – Business Associate Agreement

5.1 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any third-party 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, directly arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is directly 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. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

Exhibit E – End User License Agreement

12. INDEMNIFICATION

Customer will indemnify, hold harmless and defend TigerConnect and its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, Affiliates, licensors and suppliers from and against any and all losses, damages, expenses (including reasonable attorneys’ fees and court costs), claims, liabilities, suits or actions resulting from a

third-party claim, suit (“**Claim**”), or proceeding by a third party arising in connection with (i) Customer’s, or any of its Authorized Users use (or misuse) of the Services, including any communications from or on behalf of Customer to any other user of the Service, or a breach of the restrictions in Sections 2.9 and 2.10; (ii) Customer Data; and (iii) Customer’s violation of applicable law, including HIPAA or other laws related to data privacy or security or consumer protection.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective July 1, 2026 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and TigerConnect, Inc., a Delaware corporation with offices located at 841 Apollo Street, Suite 200, El Segundo, CA 90245 (“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, 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 for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and 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 (“E PHI”) shall be handled, in accordance with such requirements.

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

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, 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, privacy, or security of PHI or other personally identifiable information (PII), 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 California’s data breach 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 individual, 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, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(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 if done by Covered Entity;

(b) 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);

(c) 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);

(d) 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; and

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

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. 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 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, Security Incident, or suspected Breach. 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 unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, 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;

(i) 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 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) In consultation with Covered Entity, Business Associate shall promptly 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; and

(iii) 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 other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. 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 notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), 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 (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

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

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) 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 HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary where legally permissible and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures 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. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business

Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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, where legally permissible, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, 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;

(h) 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, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) business 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 five (5) business days of its receipt of a request for amendment of PHI from an individual.

(i) 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;

(j) 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;

(k) Unless prohibited by law, notify Covered Entity in writing as soon as

possible and in no case later than five (5) business days after the Business Associate's receipt of any request or subpoena for PHI, except where Covered Entity has already received notice of such request or subpoena through normal service of process. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge at Covered Entity's cost and expense; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

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

(b) For purposes of this Agreement, "De-Identified Information" means information that has been de-identified in accordance with 45 C.F.R. § 164.514(b) and therefore does not constitute Protected Health Information ("PHI") under HIPAA. The parties acknowledge and agree that this Agreement applies solely to PHI. Accordingly, this Agreement does not apply to De-Identified Information, provided that such information has been de-identified in compliance with applicable law and no code, key, or other mechanism exists that would enable re-identification of the individual by the recipient. Business Associate may create, use, and disclose De-Identified Information for any lawful purpose without prior approval from Covered Entity, provided that Business Associate does not attempt to re-identify such information or disclose any re-identification key.

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

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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 until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. 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 without penalty; 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 all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy 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 or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If that return or destruction of the PHI is infeasible, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (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 Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

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 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 email to the email addresses listed below.

If to Business Associate, to:

TigerConnect, Inc.
Attn: General Counsel
2054 Broadway
Santa Monica, CA 90404

With a mandatory copy via email to legal@tigerconnect.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018

Email: sumeshwarsd@countyofmonterey.gov

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 and electronic 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 HIPAA and the California Confidentiality Laws. Disputes arising under this BAA shall be resolved as provided in the Services Agreement.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any third-party 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, directly arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is directly 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. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Limitations on Liability. Notwithstanding anything to the contrary in this Agreement or the Services Agreement, in no event shall (i) Business Associate be liable for any indirect, incidental, exemplary, special, consequential, or punitive damages, regardless as to whether such damages were foreseeable or unforeseeable; or (ii) Business Associate's total cumulative liability in connection with this Agreement exceed five million U.S. dollars (\$5,000,000 USD).

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

5.11 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, 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 expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts

based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.12 Legal Actions. Promptly, but no later than five (5) calendar 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. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.13 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, where legally permissible Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.14 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at Covered Entity's sole cost and expense, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.15 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity. Covered Entity acknowledges that Business Associate utilizes development and technical support personnel located in Mexico, Portugal, and India for certain engineering and support functions. No Covered Entity data shall be copied or reproduced outside of the United States. When accessing Covered Entity systems, Business Associate personnel must utilize a Business Associate-controlled VPN with multi-factor authentication, secure endpoint controls, and a Business Associate-managed device compliant with industry-standard security configurations. All access shall be fully logged, monitored, and attributable to

a unique user. Audit logs shall be maintained and made available to Covered Entity upon request. Business Associate shall ensure that all workforce members with access to PHI, including offshore personnel, are subject to appropriate background screening, confidentiality obligations, and HIPAA training. Business Associate shall ensure that all workforce members with access to PHI, including offshore personnel, are subject to appropriate background screening, confidentiality obligations, and HIPAA training. Business Associate shall ensure that all access is logged and monitored and shall remotely manage all workstations in these locations to ensure they are updated with the latest antivirus software and security configurations. Nothing in this section shall be construed as granting blanket authorization for offshore access to PHI.

5.16 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

Signed by:
By: John Montealegre
E6E7458E19DA4DE...

By: _____

Print Name: John Montealegre

Print Name: Elsa M. Jimenez

Print Title: CFO

Print Title: Director of Health Services

Date: 6/9/2026

Date: _____

January 2024

EXHIBIT D ORDER FORM

Company Contact:
Quote #:

Carolina Sainos
Q-99317-1



ORDER FORM

TigerConnect®, Inc.
841 Apollo Street, Suite 200
El Segundo, CA 90245

Address Information

Bill To:

County of Monterey
1270 Natividad Road
Salinas, California, 93906

Billing Contact: Finance Department
Email: MCHDBHFinance@countyofmonterey.gov

Ship to:

County of Monterey
1270 Natividad Road
Salinas, California, 93906

Contact Name: Janet Barajas
Email: barajasjh@countyofmonterey.gov
Phone: (831) 784-2170

Purchase Details

Payment Terms: Net 90
Pricing Terms Expire: 7/21/2026
Start Date: 7/1/2026

Subscription Term: 12 Months
Billing Frequency: Annual
End Date: 6/30/2027

Subscription Licenses

Product Name	Service Start/ End Date	Quantity	Annual Net Unit Price	Initial Period Fee	Annual Fee
TigerConnect Patient Engagement Pro	7/1/2026 - 6/30/2027	250	\$283.50	\$70,875.00	\$70,875.00
TigerConnect®-Hosted Archiving	7/1/2026 - 6/30/2027	250	\$12.60	\$3,150.00	\$3,150.00
TigerConnect Clinical Collaboration	7/1/2026 - 6/30/2027	250	\$105.60	\$26,400.00	\$26,400.00

EXHIBIT D ORDER FORM

Order Total

	Amount
Initial Period Fees:	USD 100,425.00
Total Term Fees:	USD 100,425.00

Amounts do not include any applicable tax.

Standard Terms & Conditions

1. Initial invoice is sent upon contract signing and due and payable with NET ninety (90) days payment terms.
2. This Order Form is subject to the End User License Agreement, provided here in Exhibit E, and the County of Monterey Standard Agreement (which together with the Order Form comprise the "Agreement"). The Agreement represents the entire agreement between the parties.
3. The Services are described in the **Services Description Sheet** below. You will have access only to the Products and Services listed in the Services Description Sheet, only at the Covered Locations (where applicable), and not to any other improved functionality or features developed by TigerConnect.
4. The TigerConnect subscription license is limited to the number of users/providers set forth above (the "Service Capacity"). Any users/providers provisioned on the system in excess of the Service Capacity will be subject to the per seat/provider license charge set forth in this Order Form for the remainder of the Term.
5. Upon expiration of the Term, the Term will automatically extend for additional periods of equal length unless terminated by either party on written notice at least thirty (30) days prior to the expiration of the then-current term. Any termination attempt by Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to pay for the Services for the entire term. There are no refunds for any unused portions of the then current term.
6. Upon each anniversary of the commencement of the Term and of each Renewal Term, the license fees set forth herein shall be subject to increase by 5.000% over the previous year.
7. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer applicable to the Service, Customer acknowledges that such discount or promotional offer only applies during the current Initial Term and upon the next Renewal Term, the Service will renew at the full applicable fee.

Special Conditions

Terms described in this Special Conditions section will override terms in the Standard Terms & Conditions.

Term and Automatic Renewal. This Agreement shall be for one (1) year, commencing on the Effective Date.

Due to the unique requirements associated with communicating directly with patients using TigerConnect Patient Engagement, Customer must also sign the attached TigerConnect Patient Engagement Use Agreement setting forth the additional terms and restrictions applicable to the TigerConnect Patient Engagement feature.

Purchase Order Information

EXHIBIT D ORDER FORM

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete).

- No
- Yes

PO Number: _____

PO Amount: _____

EXHIBIT D ORDER FORM


Agreed to by:

I certify that I am authorized to sign and enter into this binding legal contract for the company or organization stated above.

TigerConnect®, Inc.

Customer: County of Monterey

Signature:

Signed by:

E6E7458E19DA4DE...

Signature: _____

Printed Name:

John Montealegre

Printed Name: _____

Title:

CFO

Title: _____

Dated:

6/9/2026

Dated: _____

EXHIBIT D ORDER FORM

Services Description Sheet

With **TigerConnect Patient Engagement**, an add-on to TigerConnect Clinical Collaboration, you'll gain HIPAA-compliant, secure video, voice, and two-way patient texting, including PHI, all from a single platform. Providers can initiate virtual visits or follow ups, as well as securely text with patients and their loved ones throughout the care process. Patients receive an SMS message that links to a secure web browser, eliminating the need for patients to download a mobile app or create login credentials. Outreach is initiated by the clinician or care team member, and conversation sessions remain open for a certain amount of time, configured by the organization. Includes up to 100,000 monthly messages; unused monthly messages do not roll over.

TigerConnect-Hosted Archiving – TigerConnect offers cloud-hosted archiving, which is designed for compliance and meets eDiscovery requirements for FINRA, FERPA, FRCP, SOX, SEC and HIPAA. Global Administrator capabilities allow for extensive search options of all messages over any time period. Messages are accessible via an online view, PDF, message download, or .pst download. Hosted Archiving is priced on a per-user basis. There are no storage capacity limits regardless of how many messages are added per user.

EXHIBIT E END USER LICENSE AGREEMENT



EXHIBIT E : ADDITIONAL PROVISIONS

This Exhibit supplements the County of Monterey Standard Agreement (the Standard Agreement”) by and between County of Monterey, a political subdivision of the state of California, and TigerConnect, Inc. (“Contractor”) (each a Party” and collectively, “the Parties”) and is incorporated therein by reference.

TigerConnect End-User License Agreement

1. THE PARTIES

This End User License Agreement (this “EULA”) governs your, or the company or entity on whose behalf you entered this EULA or that is identified on the applicable Order Form (“Customer”), use of the Services as made available by TigerConnect, Inc. (“TigerConnect”).

Each of Subscriber and TigerConnect may be referred to herein as a “party,” and Subscriber and TigerConnect together may be referred to as the “parties.”

Table of Contents

1. Definitions
2. Permitted Uses and Restrictions
3. Third Party Services
4. Fees
5. Term & Termination
6. Data
7. IP Ownership
8. Customer Acknowledgments
9. Service Updates & Maintenance
10. TigerConnect Privacy Policy
11. Multi-Org Users
12. Confidential Information
13. Indemnification
14. Disclaimer
15. Limitation of Liability
16. Dispute Resolution
17. Miscellaneous

Attachment A – Patient Engagement Additional Terms and Conditions

Attachment B – TigerConnect Physician Scheduling Additional Terms and Conditions

Attachment C – TigerConnect Pre-Hospital Additional Terms and Conditions

Attachment D - TigerConnect Patient Smart Room Additional Terms and Conditions

Attachment E – Apple Inc. App Store

1. DEFINITIONS

In this EULA, the following definitions apply:

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by, or is under common control of a party; and "Control" means direct or indirect ownership of 50% or more of the stock or other interests entitled to vote for the election of the governing body of the entity.

"Agreement" means, collectively, this EULA, the Order Form, and any underlying services agreement and applicable supporting Documentation.

"Authorized Users" means the employees, contractors, Affiliates and other end users authorized by Customer to use the Services.

"Business Associate" means generally a person who performs functions or activities on behalf of, or certain services for, a covered entity that involve the use or disclosure of protected health information, as such term is defined by the Health Insurance Portability and Accountability Act (HIPAA) from time to time.

"Business Associate Agreement" has the meaning given to it in Section 6.5.

"Customer" means you or the company or entity on whose behalf you entered the Agreement or that is identified on the applicable Order Form. We may accept instructions from a person who we reasonably believe is acting with Customer's authority or knowledge.

"Customer Data" has the meaning given to it in Section 6.1.

"Documentation" means TigerConnect's applicable documentation, including user guides, reference guides, manuals, and other instructional, technical, and specification-related materials associated with the Products and Services supplied or made available by us.

"Effective Date" means the date of last signature by the authorized representatives of the Parties to the Order Form, or as otherwise set forth in the Order Form.

"Implementation Phase" means the jointly developed implementation and/or migration plan designed to complete TigerConnect's migration and installation of the full scope of Services contemplated in the Order Form.

"Order Form" means an order form or other ordering or confirmatory document between Customer and TigerConnect that references the Agreement and grants Customer the right to use the Services. Order Forms are incorporated into and governed by this EULA by this reference;

"Party" means either TigerConnect or Customer; **"Parties"** means both TigerConnect and Customer.

"Product(s)" means one or more of the following products offered by us: TigerConnect Clinical Collaboration Platform, TigerConnect Alarm Management & Event Notification (AMEN), TigerConnect Patient Engagement, TigerConnect Physician Scheduling, TigerConnect Pre-Hospital, TigerConnect Patient Smart Room, CareConduit, (and any other product identified in the Order Form) and the proprietary technology and Documentation (including software, hardware, processes, workflows, user interfaces, algorithms, know-how, techniques, and other tangible or intangible technical material or information, and specifications describing the features, functionality or operation of the Services) made available to Customer by TigerConnect in providing the Services to Customer.

"Professional Services" means all on-site or off-site ancillary services including, but not limited to, the Implementation Phase services contemplated by Section 2.5, and ongoing Technical Support services (if any) specified in the Order Form.

"Provisioned Users" means the users designated to enjoy the Services by Customer stated in an Order Form (and other individuals subject to TigerConnect's prior written approval), regardless of whether such users actively use the Services in any particular month.

"Services" means the Product or Products offered by TigerConnect that enable collaboration amongst healthcare professionals, and related services (as applicable), as more particularly described in an Order Form, including, but not limited to, the cloud-native service, online hosting, maintenance, Professional Services, support services and any other services or products provided by TigerConnect to Customer as set forth on an Order Form.

"Service Capacity" means the volume of Subscription Licenses (as such term is used in the Order Form) to the Products purchased by Customer as set forth on the Order Form.

"Service Level Agreement" means the service levels and uptime guarantee set forth at <https://tigerconnect.com/legal/service-level-agreement/>.

"Statement of Work" or **"SOW"** means a separate, written and duly executed statement of work referencing the Agreement.

"Technical Support" means the technical support services available to Customer or such customized support services agreed between the Parties and described in the Order Form and/or Statement of Work. Technical Support does not include services for (i) any problem resulting from the misuse, improper use, alteration, or damage of the software, (ii) any problem caused by modifications in any version of the software not made or authorized by TigerConnect, (iii) any problem that is not reproducible by TigerConnect.

"Term" has the meaning given to it in Section 5.1.

"Terms" means Sections 1 to 17 (inclusive) of this document and the Exhibits that together form the general terms and conditions of the Agreement.

"TigerConnect" means us, TigerConnect, Inc.

"TigerConnect's Privacy Policy" means the TigerConnect privacy policy available at <https://tigerconnect.com/privacy-policy/>.

"Uptime Guarantee" means TigerConnect's commercially reasonable effort to ensure its core messaging Clinical Collaboration Platform and Physician Scheduling services are available 99.9% of the time each month, subject to the conditions of the Service Level Agreement.

"Usage Data" has the meaning given to it in Section 6.2.

In the Agreement, headings and bold type are for convenience only and do not affect the interpretation of the Agreement. If there is a conflict or inconsistency between this EULA and an Order Form, SOW, the TigerConnect Privacy Policy, or an exhibit or attachment, then the provisions of this EULA shall govern and control, except to the extent a provision or term in any of the foregoing explicitly states its intent to govern or override a particular provision or term herein.

2. PERMITTED USES AND RESTRICTIONS

- 2.1. License. Subject to Customer's compliance with this EULA, during the applicable Agreement Term (defined below), TigerConnect grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right for Customer to use the Services in conjunction with Customer's business purposes solely to enable Customer's Authorized Users to communicate and collaborate in their capacity as healthcare professionals utilizing the functionality offered through the Services. Customer's Affiliates may use the Services subject to this Agreement. Customer warrants it has the authority to bind those Affiliates and Customer shall be liable for the compliance of any such Affiliate with the terms of this Agreement as if such Affiliates were parties to this Agreement.
- 2.2. Service Levels. As part of TigerConnect's provision of Services, TigerConnect will provide the Uptime Guarantee for the Services as set forth in the Service Level Agreement.
- 2.3. TigerConnect's Products. If the Services include "Patient Engagement" (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit A attached hereto shall apply to such Services, and Customer must comply with Exhibit A. If the Services include "Physician Scheduling" (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit B attached hereto shall apply to such Services, and Customer must comply with Exhibit B. If the Services include the Pre-Hospital Product and Services (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit C attached hereto shall apply to such Services, and Customer must comply with Exhibit C. If the Services include the TigerConnect Patient Smart Room or "Vibe Health" Product and Services (as set forth in an applicable Order Form or SOW), the additional terms and restrictions set forth on Exhibit D attached hereto shall apply to such Services, and Customer must comply with Exhibit D. If the Services include the download from the Apple Inc. App Store the additional terms and restrictions set forth on Exhibit E attached hereto shall apply to such Services, and Customer must comply with Exhibit E.
- 2.4. Authorized Users. Customer may authorize its Authorized Users to use the Services, subject to the Service Capacity. Any Authorized Users provisioned on the system (regardless of whether such Authorized User actively uses the Services in any particular month) or otherwise using the Services will be subject to the per-seat license charge (or other prorated charge if the license is on other than a per-seat basis) set forth in the applicable Order Form for the remainder of the subscription term indicated in such Order Form. Customer will at all times be fully liable and responsible for the acts and omissions of each Authorized User, including ensuring each Authorized User's compliance with this EULA as if such Authorized User was Customer.
- 2.5. Onsite Assistance. TigerConnect may provide onsite assistance as mutually agreed upon by the parties in writing. In addition to any implementation costs set forth in an Order Form for the Implementation Phase ("**Onsite Assistance**"), Customer shall pay TigerConnect the following fees for onsite assistance requested after implementation is completed: (i) TigerConnect's then-current hourly rate for all personnel located at Customer's facility, and (ii) all reasonable travel and reimbursement expenses, including food and lodging, in each case to the extent pre-approved by Customer.
- 2.6. Professional Services. TigerConnect may provide Professional Services, such as third-party integrations, as may be mutually agreed upon in writing and set forth in a Statement of Work. Each SOW shall have an effective date, a period of performance, a description of the

Professional Services (which may include integration or customization services) and relevant fees.

- 2.7. Customer Preparation. Customer acknowledges and understands that the Services rely on existing Customer infrastructure (not provided by TigerConnect) and are dependent on high-speed, quality broadband access to each Customer location and strong and Wi-Fi connections within each facility. Customer agrees to maintain and keep current all technologies, systems, and infrastructure that integrate with or support the Services, including but not limited to, Mobile Device Management (MDM) systems, network Power over Ethernet (PoE) settings and configurations, network infrastructure and connectivity systems, operating systems and security software, and any third-party applications or systems that interface with the Products. Service outages may occur that are outside the control of TigerConnect. Outages may occur for a variety of reasons, including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, Customer's components or PSTN (Public Switch Telephone Network). Should such an outage occur, Customer acknowledges that the Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored.
- 2.8. Hardware. We will use all reasonable commercial efforts to advise and assist Customer with its choice and configuration of equipment to maximize the Services. However, Customer acknowledges that it is responsible for providing, installing, configuring, monitoring and maintaining all Customer equipment connected to or used in connection with the Service (including software in or run on such equipment). Customer shall ensure that any Customer equipment it attaches (directly or indirectly) to the Services is technically compatible with the Services and approved for that purpose under any applicable law or regulation. We do not make any commitment with respect to the interoperability between the Service and any Customer equipment. If TigerConnect provided equipment is used with the Services, Customer may rely upon TigerConnect's representations as to such compatibility and compliance, as of the date of provision.
- 2.9. User Permissions. Customer may use the Services and Products only for its own purposes and agrees not to rent, lease, sublicense, timeshare, or otherwise distribute the Services or Products for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Services or Products to any third parties. Customer represents, covenants, and warrants that Customer (a) will use the Services only in compliance with all applicable laws and regulations, or any license applicable to Customer in any country where Services are provided; (b) provides evidence of such compliance in response to a request from TigerConnect; (c) remains solely responsible for any access and use of the Services by Authorized Users; (d) ensures that its list of Authorized Users is kept current, and that Customer terminates access immediately for anyone who is no longer an Authorized User; and (e) takes appropriate actions to protect the licensed Services and all parts thereof from unauthorized copying, modification, or disclosure by its Authorized Users and other third parties. Customer may not use or access the licensed Services if Customer is a direct competitor of TigerConnect or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.
- 2.10. User Restrictions. Customer is granted permission to access, download and use the Services, provided that Customer shall not (and shall not permit any person or entity, including any Authorized User, to):

- Use the Services for any illegal or unauthorized purpose, beyond the scope of the Services' expected use, or in a manner that infringes the intellectual property or other rights of any third party;
- Intentionally or knowingly interfere with the operation of the Services or with any other person's use of the Services;
- Intentionally or knowingly gain (or attempt to gain) unauthorized access to the Services;
- Use the Services in excess of or beyond the maximum number of Provisioned Users and/or devices that Customer has agreed to;
- Merge the Services with other software;
- Use the Services for any purpose other than internal business needs;
- Alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Services, create derivative works from the Services or otherwise attempt to derive the source code for the Services;
- Re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making time division-multiplexing packet (TDM) originated traffic appear to be internet protocol (IP) originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated;
- Modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information or call detail in connection with the transport and termination of traffic to the called party.
- Remove or alter any copyright notices or other notices included in the Services;
- Use the Services to create or transmit unwanted email, junk email, bulk email, promotions, spam or content that includes any advertising;
- Intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software or telephone equipment using the Services;
- Violate anyone else's legal rights (e.g., privacy rights) or any laws (e.g., copyright laws) in Customer's jurisdiction while using the Services;
- Use the Services in violation of any applicable law;
- Use any data mining, robots or similar data gathering and extraction methods in connection with the Services;
- Use software that automatically dials telephone numbers pulled from a list and connects either to a live agent or a prerecorded message (Auto Dialer). Additionally, Customer agrees not to engage in short duration calls (i.e. a call equal to or less than six (6)

seconds in duration). The Parties acknowledge and agree that Customer is solely responsible for its compliance with the Telephone Consumer Protection Act.

- Impose an unreasonable burden on the Services or network such that Customer Data load is beyond anticipated normal business use disrupting TigerConnect operations;
- Breach, or attempt to breach, the security of the Services;
- Use the Services or export the Services in violation of U.S. export laws and regulations;
- Solicit any activity, unlawful or otherwise, that infringes TigerConnect's rights or the rights of any other party;
- Enable others to violate any of these terms and conditions; and
- allow any users of the Services under 18 years of age without the consent of a parent or guardian.

TigerConnect may terminate or suspend Customer's access to the Services (and Customer's associated account) immediately upon any violation of this EULA (including this Section 2.10), and TigerConnect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur in connection with any such termination or suspension.

3. THIRD PARTY SERVICES

Certain features and functionalities within the Services may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, "**Third-Party Services**") through the Services. TigerConnect does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Services.

4. FEES

- 4.1. Payment. Customer shall pay the non-refundable fees set forth in each Order Form, without delay, set-off or deduction. Unless otherwise set forth in an Order Form, all charges will be based on Provisioned Users, and billing and payment for the Services shall be annual in advance. Professional Services will be billed at TigerConnect's then-current hourly rate and shall be payable in advance unless otherwise stated in the Order Form. Except as otherwise stated in an Order Form or SOW, TigerConnect will issue annual invoices to Customer, and Customer will pay all amounts set forth on such invoices per Exhibit A, Section III.B. Payment must be made by credit card, ACH or wire transfer only. If Customer fails to make any payment when due, TigerConnect may withhold further Services upon ten (10) days' prior written notice.
- 4.2. Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and similar taxes imposed by any governmental regulatory authority on any amount payable by Customer to TigerConnect hereunder (other than taxes imposed on TigerConnect's income). The address listed in the applicable Order Form will be used to determine the appropriate taxing jurisdiction

of the products and services purchased. If Customer is a tax-exempt institution, Customer shall provide its valid tax exemption certificate to receive an invoice without any applicable taxes.

- 4.3. Billing Disputes. If Customer believes in good faith that TigerConnect has billed Customer incorrectly, Customer must contact TigerConnect no later than thirty (30) days after the due date on the invoice or billing statement in which the error or problem first appeared in order to receive an adjustment or credit. Billing disputes should be directed to TigerConnect's billing department in writing (billing@TigerConnect.com) with all information pertinent to the dispute, including an explanation of the amount disputed and the reasons. Customer must pay all undisputed amounts in accordance with Section 4.1 unless the disputed amount is less than 5% of the total invoice amount, in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.
5. Purchase Orders. Additional, conflicting, or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by TigerConnect.

TERM AND TERMINATION

- 5.1. Term. The initial term of the Agreement shall be the period agreed in the Order Form and shall commence on the Effective Date stated in the Order Form (the "**Initial Term**"), unless terminated pursuant to the provisions of this Section 5. Services shall commence on the Start Date agreed in the Order Form, unless otherwise agreed. If the Parties have not entered into an Order Form or SOW, or no Effective Date is shown thereon, the Term commences as of the date Customer first accesses, downloads or uses any of the Services, and shall continue for so long as TigerConnect allows Customer, in TigerConnect's sole discretion, to use or access any of the Services.
- 5.2. Termination for Cause. In addition to any other remedies a Party may have, the Agreement may be terminated by either Party if (i) the other Party materially breaches this EULA, any Order Form or any other part of the Agreement and fails to cure a breach capable of remedy within thirty (30) days' notice of such breach, or immediately upon written notice in the case of a material breach not capable of remedy, (a "**Material Breach**"), or (ii) TigerConnect may terminate immediately upon notice upon the institution of any insolvency, bankruptcy or similar proceeding by or against Customer, including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or Customer ceases to conduct its business operations in the ordinary course of business. Termination of this Agreement shall cause all Order Forms to terminate.
- 5.3. Suspension for Non-Payment. Without prejudice to any other provision of the Agreement, TigerConnect reserves the right, upon ten (10) days' prior written notice to Customer of Customer's failure to timely pay any Service fees, to restrict, suspend or terminate the relevant Services, and TigerConnect shall be released from its obligations under the Agreement with respect to such Service(s) until any balance due is paid or until such other material breach is remedied, and may recover any TigerConnect provided equipment.
- 5.4. Effect of Termination. Upon termination of the Term, (i) the license granted to Customer pursuant to Section 2 will terminate, and Customer shall no longer be permitted to use or access the Services; and (ii) Customer will return or destroy, at TigerConnect's election, all TigerConnect Confidential Information in its possession or control, and certify to the same. In addition, if the Agreement is terminated by TigerConnect as a result of a Material Breach by Customer under

Section 5.2, and/or non-payment by Customer under Section 5.3, all fees owed for the remainder of the term of each Order Form and SOW will become immediately due and payable by Customer.

6. DATA

- 6.1. Customer Data. Customer owns all of Customer's data, text, information, graphics, photos, profiles, audio and video clips, links and other content and materials that Customer submits and/or transmits using the Services, (collectively, "**Customer Data**"). Customer hereby grants TigerConnect the right and license to use Customer Data to provide, monitor and improve the Services, provided that no Protected Health Information (as defined by HIPAA) ("**PHI**") contained within the Customer Data may be used to improve the Services. Customer shall be fully liable and responsible to ensure that Customer Data does not violate any law, regulation or the terms of the Agreement. All Customer Data will be processed and stored within the geographic limits of the United States.
- 6.2. Usage Data. Notwithstanding anything to the contrary in the Agreement, TigerConnect may, without restriction, monitor, collect, use, store, reproduce, license, or otherwise exploit usage data, metadata and other aggregated forms of Customer Data, in redacted, anonymized, or de-identified form; provided that such anonymized and/or deidentified data does not identify Customer or any Authorized User or contain any PHI (the "**Usage Data**"). For the avoidance of doubt, Usage Data is not Customer Data. TigerConnect owns all title, right, and interest, including any associated intellectual property rights, in and to the Usage Data.
- 6.3. Data Governance. TigerConnect maintains a comprehensive data governance framework. Data is classified as Public, Internal, Confidential, or Protected Health Information (PHI), with handling based on sensitivity and regulatory requirements. All data is stored and processed in the United States. All covered data is encrypted at rest and in transit (AES-256), with strict access controls and audit logging. TigerConnect does not retain secure messages by default, and customers are responsible for long-term data archiving. Upon termination of services, TigerConnect follows a documented process to ensure the secure destruction of all Customer Data, including any stored PHI, in accordance with HIPAA and contractual requirements.
- 6.4. Data Archiving. Unless otherwise agreed, TigerConnect shall not be responsible for maintaining archives of Customer Data on TigerConnect's systems. For an additional fee, Customer has the option to receive all Customer Data in real time, which Customer may choose to archive at its sole expense or elect to utilize TigerConnect-hosted archiving. Upon termination of the Term, any customizations to the Services by or for Customer (which, for clarity, are Professional Services), any other Professional Services, and all Customer Data held by TigerConnect will be permanently lost. If Customer has elected TigerConnect-hosted archiving, it will be Customer's responsibility to notify TigerConnect prior to termination/expiration of the Term if it elects to have TigerConnect export the Customer Data to Customer or a third-party hosting service (and pay all costs associated therewith) or permanently delete the Customer Data upon termination/expiration.

7. IP OWNERSHIP

- 7.1. IP Rights. All intellectual property rights either pre-existing or created by either Party during or arising from the performance of the Agreement shall remain the absolute property of that Party or its licensors. Subject to the limited rights expressly granted to Customer in Section 2, TigerConnect reserves and as between the parties will solely own: the Services; the underlying

software provided in conjunction with the Services (and all updates and upgrades thereto); algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services; Documentation; TigerConnect Confidential Information; Usage Data; all improvements, customizations, modifications, or enhancements to, or derivative works of, the foregoing; and all intellectual property rights in and to any of the foregoing. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

- 7.2. TigerConnect Trademarks. “TigerConnect” and other TigerConnect graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. TigerConnect’s trademarks and trade dress, as well as third-party trademarks, logos, and service marks used in conjunction with the Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without TigerConnect’s prior written permission.

8. CUSTOMER ACKNOWLEDGEMENTS

- 9.1 Use of the Services, Limitations. Customer fully understands, acknowledges, and agrees that: (a) the messaging system that may comprise part of the Services is intended to deliver non-critical, non-emergency messages between users; (b) the Services are dependent upon a number of factors outside TigerConnect’s control, including but not limited to the operation of third party provided hardware and network services; (c) the Services are not a substitute for any of Customer’s current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent TigerConnect messages or in Customer being able to access or use the Services in the manner intended; (e) the Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; and (f) Customer is solely responsible for providing to TigerConnect accurate information regarding Customer’s account or the delivery of the Services, including, without limitation, user information, changes in personnel, phone number changes and email address changes. In addition, Customer employees or agents with administrative access to the Services will be able to change certain security features associated with the Services, which may make the Services less secure and increase the risk of Customer Data, including patient information, being exposed. TigerConnect will not be liable or responsible for any unauthorized use or disclosure of any Customer Data, including any patient information, resulting, in whole or in part, from changes by Customer or any other third party within Customer’s reasonable control, to the default security settings of the Services.
- 9.2. Data Access. The customer fully understands, acknowledges, and agrees that TigerConnect employs development and technical support personnel located in Mexico, Portugal, and India who contribute to engineering and development activities. These support teams shall have full access to the Customer environment, including Customer Data, only for development, troubleshooting, and as required in connection with technical support. When required, these offshore activities shall be tied to a support case for a specific issue, and any data accessed shall remain in the continental United States. No Customer Data shall be copied and computed outside of the United States. When accessing the production environment, TigerConnect personnel must utilize a TigerConnect-controlled VPN with multi-factor authentication and a TigerConnect-provided and managed laptop with antivirus software. TigerConnect shall ensure that all access is logged and monitored and shall remotely manage all workstations in these locations to ensure they are updated with the latest antivirus software and security configurations.

- 9.3. Artificial Intelligence. Customer fully understands, acknowledges, and agrees that TigerConnect may use artificial intelligence and machine learning (AI) technologies (including third-party or cloud services) to deliver the Services, subject to the terms of this Agreement. TigerConnect will maintain an AI governance framework aligned with internationally recognized principles for trusted, safe, and responsible AI. At a minimum, TigerConnect will implement (a) documented AI risk management and testing, (b) safeguards against data leakage and unauthorized access, (c) human oversight for material decisions, and (d) ongoing monitoring and correction of material errors. TigerConnect will process Customer Data via AI only as necessary to provide the Services and as instructed by the Customer; will not use Customer Data to train or improve models offered to others without the Customer's prior written consent; will flow down equivalent obligations to subcontractors; and will treat AI outputs containing Customer Data as Customer Confidential Information. TigerConnect will comply with applicable AI and data protection laws and will handle any AI-related security incident under TigerConnect's security and incident response provisions, including prompt investigation, remediation, and notice of material impacts. TigerConnect remains responsible for the Services regardless of AI use, and the warranties, indemnities, and other obligations are unaffected.

9. SERVICES UPDATES & MAINTENANCE

- 9.1. Push Messaging. By using the Services, Customer grants TigerConnect permission to send to Customer's Authorized Users (excluding Customer patients) messages (including via email or text) regarding the Services, its features, service alerts and network activity, including educational and instructional materials. Customer agrees to maintain software at the latest generation or no older than the immediately previous generation. Notwithstanding the foregoing, it is Customer's responsibility to register for updates from, and/or regularly check, TigerConnect's webpages at <http://status.tigerconnect.com> and <https://tigerconnect.com/sitemap/release-notes/> for updates with respect to the Services. Customer's continued use of the Services after such updates will constitute its acceptance of the changes.
- 9.2. Maintenance. TigerConnect reserves the right to perform scheduled maintenance and update or modify its cloud infrastructure at any time, provided that such updates and modifications do not result in a material reduction in the use of the Services. Scheduled maintenance will not normally result in service interruption. If scheduled maintenance requires service interruption, TigerConnect will (i) aim to provide Customer at least forty-eight (48) hours prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance during periods of low activity for the data region being affected. In the case of emergency maintenance, TigerConnect will attempt to provide Customer with advance notice wherever feasible. Notice of scheduled maintenance will be provided to Customer's designated point of contact by email. Customer agrees that it is Customer's obligation to make sure TigerConnect has correct contact information for scheduled maintenance notification purposes.

10. TIGERCONNECT PRIVACY POLICY

TigerConnect may process personal data about Authorized Users and their use of the Services, but not including any PHI, in accordance with TigerConnect's Privacy Policy. The terms and conditions in the TigerConnect Privacy Policy may be changed by TigerConnect in its sole discretion, and those changes become effective upon posting. It is Customer's responsibility to review the TigerConnect Privacy Policy for any revisions.

MULTI-ORG USERS

Customer acknowledges that some of its Authorized Users (excluding Customer patients) may desire to work with other healthcare organizations and that the users of the Services from other healthcare organizations may desire to work with Customer (each such Authorized User is referred to as a “**Multi-Org User**”). In order to facilitate use of the Services for Multi-Org Users, and notwithstanding anything to the contrary in any other document, Customer grants TigerConnect the right and permission to share the name, mobile phone number, email address, pager number, job title and department of Multi-Org Users (“**Contact Details**”) with applicable organizations, including Customer. Customer is required to treat such Contact Details in the same manner it treats other Confidential Information.

11. CONFIDENTIAL INFORMATION

- 13.1 Confidential Information. “**Confidential Information**” means any non-public data, information and other materials regarding the products, software, services, prices, discounts or business of a Party (or of third parties, to the extent a Party is bound to protect the confidentiality of any third party’s information) provided by a Party, its employees, contractors or Affiliates (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) where such information is marked or otherwise communicated as being “proprietary” or “confidential” or the like, or where such information should, by its nature, be reasonably considered to be confidential or proprietary. The Parties agree, without limiting the foregoing, that (A) (i) any performance and security data, product roadmaps, source code, benchmark results and technical information relating to the Services, including pricing information, (ii) Documentation; and (iii) the terms of each Order Form and SOW are TigerConnect’s Confidential Information, and (B) Customer Data is the Confidential Information of Customer. Notwithstanding the foregoing, Confidential Information shall not include information which: (a) is already known to the Receiving Party without obligations of confidentiality prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (d) is independently developed or created by the Receiving Party without using Disclosing Party’s Confidential Information; or (e) is required to be disclosed by law or governmental regulation, provided that Receiving Party provides reasonable notice to Disclosing Party of such required disclosure, to the extent allowed by law, and reasonably cooperates with Disclosing Party (at the Disclosing Party’s expense) in limiting such disclosure.
- 13.2 Confidentiality Obligations. Except as expressly authorized herein, the Receiving Party shall: (i) maintain Disclosing Party’s Confidential Information in strict confidence, (ii) use the Confidential Information of the Disclosing Party only to perform its obligations or exercise rights granted to it hereunder; and (iii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care, and (iv) only disclose Confidential Information of the Disclosing Party (a) to its employees, representatives, or contractors who have a bona fide need to know such Confidential Information to perform under the Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth herein, or (b) to the extent required by an order, subpoena, or other requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice, (where legally permissible and where notice of such order or subpoena has not already been received by the Disclosing Party through normal service of process methods), to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure. If TigerConnect as Receiving Party receives a subpoena or other administrative, judicial, governmental or investigative regulatory demand or request or other legal process requiring it

to disclose the Disclosing Party's Confidential Information, and is requested or authorized by Customer, or is required by applicable law to produce documents, to provide access to its personnel, or to provide information to a third party relating to the Services or to Customer, Customer shall reimburse TigerConnect for its professional time, at its then-current standard hourly rates, and for its costs and expenses, including reasonable attorney's fees, incurred in responding to such requests, authorizations or requirements.

12. INDEMNIFICATION

Customer will indemnify, hold harmless and defend TigerConnect and its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, Affiliates, licensors and suppliers from and against any and all losses, damages, expenses (including reasonable attorneys' fees and court costs), claims, liabilities, suits or actions resulting from a third-party claim, suit ("**Claim**"), or proceeding by a third party arising in connection with (i) Customer's, or any of its Authorized Users use (or misuse) of the Services, including any communications from or on behalf of Customer to any other user of the Service, or a breach of the restrictions in Sections 2.9 and 2.10; (ii) Customer Data; and (iii) Customer's violation of applicable law, including HIPAA or other laws related to data privacy or security or consumer protection.

13. DISCLAIMER

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY TIGERCONNECT IN THE AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TIGERCONNECT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TIGERCONNECT DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICES FOR TRADING SECURITIES IS NOT PERMITTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TIGERCONNECT OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS.

TigerConnect does not authorize anyone, whether a TigerConnect employee, agent, sub-contractor, or otherwise, to make a warranty of any kind on its behalf, and Customer should not rely on any such statement.

14. LIMITATION OF LIABILITY

THE FOLLOWING LIMITATION SHALL NOT APPLY TO ANY CLAIM THAT (A) INVOLVES BODILY INJURY OR DEATH OF A PERSON (B) ARISES OUT OF A BREACH OF CONFIDENTIALITY, OR (C) ARISES OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, , AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, THEIR OFFICERS, SHAREHOLDERS, PREDECESSORS, SUCCESSORS IN INTEREST, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY, OR OTHER THEORY FOR (A) LOSS OF PROFITS, ANTICIPATED SAVINGS, GOODWILL, REVENUE, AND ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) FOR ANY MATTER BEYOND EITHER PARTY'S REASONABLE CONTROL.

IN NO CIRCUMSTANCES SHALL TIGERCONNECT AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE FOR ANY DIRECT DAMAGES THAT RESULT FROM: (1) THE USE OF, OR INABILITY TO USE, THE SERVICES; (2) THE PERFORMANCE OF THE SERVICES; OR (3) DELAY, DAMAGE, OR SERVICE FAILURE, ERROR OR INTERRUPTION OF USE, OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS IN ANY WAY ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USING THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TIGERCONNECT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT OR THE SERVICES EXCEED THE AMOUNT PAID BY CUSTOMER TO TIGERCONNECT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THE LIABILITY OF TIGERCONNECT TO CUSTOMER OR ANY THIRD PARTY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO ANY IMPROPER DISCLOSURE OR BREACH OF PROTECTED HEALTH INFORMATION BY TIGERCONNECT, ITS SUBCONTRACTORS OR AGENTS SHALL INSTEAD BE SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH IN THE APPLICABLE BUSINESS ASSOCIATE AGREEMENT, OR IF NO SUCH LIMITATION IS CONTAINED THEREIN, THE AGGREGATE AND CUMULATIVE LIABILITY OF TIGERCONNECT TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY SUCH IMPROPER DISCLOSURE OR BREACH SHALL IN NO EVENT EXCEED FIVE MILLION DOLLARS (\$5,000,000).

15. DISPUTE RESOLUTION

- 15.1. Dispute Resolution. Any dispute (other than failure to pay any undisputed invoice properly demanded) shall first be dealt with in accordance with this Section 17.1. The Parties shall endeavor to amicably resolve any dispute before bringing formal legal proceedings of any kind. The Parties agree to work in good faith at all times to try to reach a settlement within thirty (30) days following the day of written notification of a dispute. The Parties will escalate the dispute internally, as appropriate, to see if it can be resolved. If an agreement cannot be reached by the end of the thirty (30) day period, representatives of both Parties shall meet, in person whenever possible. All negotiations connected with any matter in dispute, shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 15.2. Governing Law and Venue. The Agreement and all matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law provisions and further excluding the United Nations Convention on Contracts for the International Sale of Goods. Each Party irrevocably agrees that the jurisdiction and venue of any proceeding, suit or action arising out of or in connection with the Agreement or the Services must be brought solely and exclusively in state or federal court located in Monterey County, California, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other Party.
- 15.3. Interim or Immediate Relief. Notwithstanding any other provision in this Section 17 (and the good faith intention of the Parties to fully utilize the relevant dispute resolution procedures set out in this Section 17), nothing herein shall prevent a Party from at any time taking steps to preserve or enforce its rights, including by way of interlocutory or other interim or immediate relief in a court of competent jurisdiction in the case of a breach or threatened breach of any Party's obligations under the Agreement which the other Party reasonably deems may cause it irreparable harm and significant damages for which there may be no adequate remedy under law. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 15.4. Attorneys' Fees. If any action or proceeding is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing Party may be entitled. As used herein, "prevailing Party" includes without limitation a Party who successfully brings or defends an action and, as a result, receives a favorable judgment or verdict, or a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

16. MISCELLANEOUS

- 16.1. Assignment. Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other Party's prior written consent; provided, however, that TigerConnect may, without consent, assign or transfer this Agreement in connection with a reorganization, merger, acquisition, sale of all or substantially all of TigerConnect's assets or equity, change of control, or by operation of law. Any attempt to assign or transfer this Agreement in violation of this Section will be null and void. Subject to the

foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

- 16.2. Feedback. From time to time Customer may provide TigerConnect with suggestions, comments, feedback or the like with regard to the Services (collectively, “**Feedback**”). Customer hereby grants TigerConnect a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with TigerConnect’s business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.
- 16.3. Notices. All notices required or contemplated by this Agreement shall be in writing in the English language. Any notice to be given or served hereunder by either Party shall be deemed given and received (a) when delivered personally or five (5) days after being mailed certified mail, postage prepaid or (b) if sent by email, when transmitted to the addressee; but if transmission is on a day that is not a normal business day or after 1600hrs in the addressee’s time zone, it is deemed to be duly given and received on the next normal business day. Notices to TigerConnect shall be sent to the principal office address of TigerConnect as indicated on <https://tigerconnect.com>. Notices to Customer shall be sent to the address for Customer listed on any agreement between Customer and TigerConnect, or to such other address as Customer may designate in writing to TigerConnect. A copy of all notices to TigerConnect shall also be emailed to legal@tigerconnect.com on the same day as any personal delivery or the date any such notice was mailed to TigerConnect.
- 16.4. Entire Agreement. This Standard Agreement, together with this EULA, h any Order Form, SOWs, exhibits, appendices, and other attachments thereto that are specifically incorporated herein, shall constitute the entire agreement between TigerConnect and Customer and contains all of the understandings and agreements of the Parties in respect of the subject matter hereof. Any and all prior understanding and agreements, expressed or implied, between the Parties in respect of the subject matter of the Agreement are superseded hereby.
- 16.5. Severability. If any terms or provisions in the Agreement or any application thereof is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement or any application thereof shall not in any way be affected or impaired, except that, in such event, the Agreement shall be deemed revised in order to provide the Party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted.
- 16.6. Modifications and Amendments. Except as expressly set forth herein, the Agreement may not be modified or amended except by an instrument in writing signed by the parties. Accordingly, no course of conduct shall constitute an amendment or modification of the Agreement.
- 16.7. Changes in Applicable Law. If changes in applicable law, regulation, rule or order materially affect delivery of the Service(s), the Parties will negotiate appropriate changes to the Agreement. If the Parties cannot reach agreement within thirty (30) days after TigerConnect’s notice requesting renegotiation: (a) TigerConnect may, on a prospective basis after such thirty (30) day period, notify Customer of the necessary changes to the terms of the Agreement and pass any increased delivery costs on to Customer and (b) if TigerConnect does so, Customer may terminate the affected Service on ninety (90) days’ prior written notice to TigerConnect delivered within thirty (30) days of such notification.

- 16.8. Publicity. Any press release developed by a Party regarding this Agreement shall be subject to the prior written consent of the other Party, which shall not be unreasonably withheld. TigerConnect may identify Customer as a user of the Services by referencing Customer's name and logo only with prior written approval by Customer.
- 16.9. Force Majeure. Neither Party shall be liable for any failure or delay in performance of its obligations under the Agreement due to events or causes beyond its reasonable control, including without limitation any government action or inaction, mechanical or electrical breakdown, outbreak of military hostilities (whether or not war is declared), civil disturbance, acts of terrorism, riot, unrest, third party strikes or other labor unrest, natural disaster, epidemic, pandemic, or other cause beyond its reasonable control. If either Party is affected by an interruption or delay contemplated by this Section (a "**Force Majeure Event**"), it will: (a) promptly provide notice to the other Party, explaining the full particulars and the expected duration of the delay and (b) use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied. If TigerConnect is unable to deliver the Services as a result of a Force Majeure Event, TigerConnect shall be excused from its obligation to deliver the Services, and Customer shall not be obligated to pay TigerConnect for the affected Service for the duration of the event.
- 16.10. Section Headings. Section headings and plain language explanations in the Agreement are for the parties' convenience only. Accordingly, they shall not constitute a part of the Agreement when interpreting or enforcing the Agreement.
- 16.11. Breach and Waiver. No waiver of any breach of the Agreement shall: (a) be effective unless it is in a writing that is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of the Agreement shall constitute a waiver thereof.
- 16.12. Construction. All defined terms used in the Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. The terms "hereunder", "herein", "hereby", and similar terms refer to this EULA.
- 16.13. Cumulative Remedies. No right or remedy conferred by the Agreement is exclusive of any other right or remedy conferred herein or by law or in equity. Rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time to time.
- 16.14. Ambiguous Terms. Any ambiguities in the Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The Agreement will not be construed against any Party by reason of its preparation.
- 16.15. Compliance with Legal Processes. TigerConnect cooperates with government and law enforcement officials to enforce and comply with the law. TigerConnect may, therefore, disclose any information if TigerConnect deems it reasonably necessary to: (a) satisfy any applicable law, regulation, legal process (such as a subpoena or court order) or enforceable governmental request; (b) enforce the Agreement or the Services, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d)

protect against harm to TigerConnect's rights, property or safety, TigerConnect's users or the public as required or permitted by law.

- 16.16. Export Regulation. The Products or other components of the Services that TigerConnect may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Services. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations, currently Cuba, Iran, North Korea, Syria, Russia, Belarus, and the non-government controlled areas of the Donetsk and Luhansk 'oblasts' and the Crimea region of the Ukraine (a "**Prohibited Jurisdiction**"), and Customer agrees not to permit access to the Services to any government, entity or individual located in any Prohibited Jurisdiction, by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("**Prohibited Person**"), or otherwise in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Customer agrees to comply with all applicable laws regarding the transmission of technology exported from the U.S. and the country in which Customer and users are located. Customer represents that, to the best of Customer's knowledge, neither Customer nor any of Customer's Affiliates is an entity that (a) is, or is directly or indirectly owned or controlled by, any person or entity currently included on the Specially Designated Nationals and Blocked Persons List, or the Consolidated Sanctions List maintained by OFAC, (b) is, or is directly or indirectly owned or controlled by, any Prohibited Jurisdiction.
- 16.17. Independent Contractors. TigerConnect and Customer are and at all times shall remain independent contractors as to each other. No joint venture, partnership, agency, or other relationship that would impose liability upon one Party for the act or failure to act of the other shall be created or implied by the Agreement. Each Party shall bear full and sole responsibility for its own expenses, liabilities, trade creditors, employees, costs of operation and taxes. Neither Party has or shall have the power to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.
- 16.18. No Third Party Beneficiaries. No provision of the Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective successors and assigns.
- 16.19. Surviving Provisions. The following Sections will survive termination or expiration of this EULA or the Agreement for any reason: the obligations and restrictions on use of the Services in Section 2.9 [User Permissions] and Section 2.10 [User Restrictions] respectively; Section 4 [Fees]; Section 5.4 [Effect of Termination]; Section 6.1 [Customer Data], Section 6.2 [Usage Data]; Section 8 [IP Ownership]; Section 9 [Customer Acknowledgments]; Section 11 [TigerConnect Privacy Policy]; Section 13 [Confidential Information]; Section 14 [Indemnification]; Section 15 [Disclaimer]; Section 16 [Limitation of Liability], Section 17 [Dispute Resolution], and Section 18 [Miscellaneous].
- 16.20. Counterparts. Any Order Forms, SOWs or other documents comprising the Agreement and that require signature by the Parties may be executed by the Parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together constitute one and the same instrument. The Parties agree that electronic signatures, including those

delivered by PDF or signed through the electronic signature system known as “DocuSign”, shall have the same effect as originals.

[Signature Page to Follow]



Each party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date. By signing below, each party agrees that: (a) it has received, clearly understands and agrees to all the terms in the Agreement; and (b) if acting on behalf of a business, it has authority to legally bind the business.

TigerConnect, Inc.

Customer: County of Monterey

Signed by:
By: John Montealegre
E0E7458E19DA4DE...

By: _____

Print Name: John Montealegre

Print Name: _____

Title: CFO

Title: _____

6/9/2026

Attachments :

Attachment A – Patient Engagement Additional Terms and Conditions

Attachment B – TigerConnect Physician Scheduling Additional Terms and Conditions

Attachment C – Pre-Hospital Additional Terms and Conditions

Attachment D – TigerConnect Patient Smart Room Additional Terms and Conditions

Attachment E – Apple Inc., App Store

Attachment A

Patient Engagement

The TigerConnect patient engagement feature allows Customer to communicate with patients and their caregivers through an encrypted, HIPAA compliant secure webform. Due to the unique requirements associated with communicating directly with patients, TigerConnect requires Customer's agreement to the following additional terms and restrictions in order to activate this service on Customer's account:

1. In order to initiate communications with a patient, TigerConnect will send the patient (and anyone else they designate) an SMS message. Customer must receive the patient's prior consent in order to have TigerConnect send them the SMS message via a ten digit number. A sample form of consent is available on request. It is the Customer's responsibility to obtain the consent of its patients and to determine what form of consent it deems sufficient for this purpose. TigerConnect will not monitor or audit Customer compliance with this consent requirement.
2. The access code or other request for identity verification provided to Customer's patients will only be active for 7 days from the time the first SMS message is sent to the patient, and a new access code or identity verification will automatically be generated for patients if they wish to continue communicating with Customer past this 7-day period.
3. Customer will be able to set the maximum period of time Customer's organization permits a dialog to be open to its patients, after which time Customer will need to initiate a new conversation with those patients.
4. All recipients will have the right to cancel the patient engagement service at any time by texting "STOP" in reply to the message, and TigerConnect will send them an SMS message to confirm that they have been unsubscribed. After this, they will no longer receive messages from Customer.
5. Text messages between Customer and Customer's patients will not be archived unless Customer has elected archiving as part of Customer's access to the TigerConnect services. Customer also will have the option to print any conversations using the service, but messages not archived or printed will be deleted once the message lifespan Customer has set for Customer's organization has expired. The default lifespan setting is 30 days. If Customer has video and audio enabled, due to HIPAA requirements, video and audio chats will not be recorded and cannot be archived even if Customer has archiving as part of Customer's TigerConnect services.
6. TigerConnect's patient engagement feature is capable of enablement with all major mobile phone carriers and can deliver messages to a number of regional carriers. It is Customer's responsibility to confirm Service availability with their chosen carriers prior to contract.
7. The patient engagement feature is intended for communication with individual patients and their caregivers regarding patient care matters and may not be used for marketing or promotional purposes, or to send messages that include any advertising.
8. Customer understands and acknowledges that, like all TigerConnect services: (a) the TigerConnect patient engagement feature is intended to deliver non-critical, non-emergency messages between users; (b) the service is dependent upon a number of factors outside TigerConnect's control, including the operation of third party provided hardware and network

services; (c) the service is not a substitute for any of Customer's current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent messages; (e) the service is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; (f) TigerConnect is not responsible for the security of the messages on Customer's patients' or their caregivers' personal devices, or for the dissemination of personal health information outside the TigerConnect platform; and (g) Customer is solely responsible for providing to TigerConnect accurate information regarding patients' accounts, including, without limitation, user information and phone numbers, whether Customer's patients wish to add or delete someone authorized to receive messages on their behalf, and whether patients wish to allow persons added to a conversation to see the prior messages in that conversation.

9. Please be aware that the TigerConnect patient engagement feature should never be used for any emergency medical situations, and Customer should always instruct Customer's patients to call 911 in case of an emergency. Customer also should advise Customer's patients that they should call Customer's office if at any time they have an urgent question, do not understand a message or do not feel comfortable discussing an issue via text message, even securely.
10. The use of TigerConnect's patient engagement feature by Customer and Customer's patients will be subject to all of the terms and conditions applicable to the other TigerConnect services, including, without limitation, terms relating to permitted uses and restrictions, indemnification and limitations on liability. In that regard, Customer's patients and their caregivers will be considered "Authorized Users" of Customer, and Customer will be responsible for all matters arising out of or relating in any way to their use of any TigerConnect services.

Attachment B

TigerConnect Physician Scheduling

TigerConnect Physician Scheduling provides an on-line software solution to create, maintain and communicate physician work and on-call schedules (the “**Software**”). This Addendum sets forth the additional terms and restrictions applicable to the TigerConnect Physician Scheduling product.

1. License Grant and Use. TigerConnect hereby grants Customer a license to use the Software solely as a means for accessing, storing, loading, installing, executing or displaying the Software for use in generating or viewing on-call schedules for specialty medical groups or departments within a hospital or healthcare setting. Customer may not modify the Software or disable any licensing or control features of the Software. If the Software is licensed for one user or entity only, Customer may not allow more than the maximum number of Authorized Users to use the Software.
2. Services Provided by TigerConnect. TigerConnect will provide Customer the following services:
 - a. Configuration and access to the TigerConnect Physician Scheduling schedule creation product.
 - b. Configuration and access to the TigerConnect Physician Scheduling Microsite product.
 - c. Online training to assigned schedule creators.
 - d. Software support from 5:30 a.m. to 5:30 p.m. (Pacific time), Monday through Friday, and 8:00 a.m. to 5:00 p.m. (Pacific time) on weekends (excluding major holidays).
 - e. 24 x 7 emergency support.
3. Customer Responsibilities. Customer will be responsible for the following:
 - a. Designating one (1) main scheduler point person for project coordination at all times, including at the outset of the Implementation Phase.
 - b. Providing assistance in coordinating scheduler training.
 - c. Completing training, configurations and implementation with assigned trainer at all times, including during the Implementation Phase.
 - d. Making the TigerConnect Physician Scheduling system available to all eligible users.
 - e. Training individual doctors on how to use the TigerConnect Physician Scheduling system.
 - f. Complying with all terms of the Agreement and this Addendum in using the TigerConnect Physician Scheduling system.
4. Access Upon Termination. Upon expiration or other termination of the Subscription Term, Customer’s account will be deactivated, and Customer will no longer have access to the Software or any of the Services in the TigerConnect Physician Scheduling system; provided, however, that, for a period of 30 days following any such expiration or termination, Customer may in its sole discretion export or print off the information created by Customer in connection with its use of the TigerConnect Physician Scheduling system at no charge.

5. LIMITATIONS. THE TIGERCONNECT PHYSICIAN SCHEDULING SYSTEM AND SOFTWARE IS NOT INTENDED TO BE USED FOR ANY PATIENT DATA. END USERS MAY NOT ENTER, STORE, OR USE THE SYSTEM OR SOFTWARE TO TRANSMIT RESTRICTED INFORMATION OR ANY PERSONAL HEALTH INFORMATION USING THE SYSTEM OR THE SOFTWARE. ENTERING RESTRICTED HEALTH INFORMATION INTO THE SYSTEM IS PROHIBITED, A DIRECT VIOLATION OF THE AGREEMENT AND GROUNDS FOR IMMEDIATE SUSPENSION OR TERMINATION OF CUSTOMER'S ACCESS TO THE SYSTEM AND THE SOFTWARE. TIGERCONNECT IS NOT RESPONSIBLE FOR ANY ACTION OR LIABILITY RESULTING FROM CUSTOMER'S VIOLATION OF THIS POLICY.

Attachment C

TigerConnect Pre-Hospital

Pre-Hospital is a health information technology product for hospitals, paramedics and other healthcare professionals, so that the hospitals are better prepared for patient arrival and can expedite patient care.

1. Software as a Service: The Pre-Hospital product provides storage and transmittal to a Customer healthcare facility or location that will enable a Customer to receive internet-based notifications and data from ambulance and other healthcare providers, including patient data, for healthcare treatment by the Customer. Customer will receive such notifications and data via the Twiage Dashboard and Twiage Alerter, as well as the optional Twiage STAT App or Microsoft Team.
2. Software: We may provide software, tools, utilities, or other computer or program code (whether in the form of object (binary code or source code) related to the Pre-Hospital Dashboard, Pre-Hospital Alerter, and Pre-Hospital STAT App, including all related hard-copy and soft-copy Documentation provided by us to Customer under this Agreement and all Updates thereto, to be installed on certain computer devices within Customer's information technology systems infrastructure.
3. Training: We may provide training materials, which include train-the-trainer guidance and user guides for Customer during the Implementation Phase and Technical Support. Additional training on the Services may be purchased at our then current hourly rates.
4. STAT App License Fees. Annual subscription fees for optional STAT App for service lines other than the Emergency Department at the Customer's facilities and locations will be charged at the price per block of ten (10) user licenses shown as shown on the Order Form. Additional licenses may be added at any time.
5. Implementation Fees. Additional fees may be payable by the Customer for the Implementation Phase services necessary to set up the Services hereunder, for single-sign-on integrations, and any Onsite Assistance necessary to implement the Services at the Customer facility or facilities and other locations at the rates specified in the Order Form.
6. Smartphones. Subscriber may elect to use Android smartphones provided by us at our then current rates for hardware and data usage per device as shown in the Order Form.
7. EMS Protocol Assistant. Through the EMS Protocol Assistant tool Customer Data is transmitted only to generate Suggestions in real-time and is deleted once Suggestions are generated; code data is not stored in plaintext at our servers or by our subprocessors.
 - (i) Suggestions. Customer may use EMS Protocol Assistant to generate code, outputs, or other functions based on the input provided by Customer (collectively, "**Suggestions**"). Suggestions are considered Customer Data and TigerConnect hereby assigns to Customer all of our right, title, and interest in and to any Suggestions. Notwithstanding the foregoing, Customer acknowledges that Suggestions are generated automatically by machine learning technology and may be similar to or the same as Suggestions provided to other customers, and no rights to any Suggestions generated, provided, or returned by the Service for or to other customers are granted to Customer under this Agreement. Further, Customer acknowledges that there are numerous limitations that apply with respect to Suggestions provided by large language and other AI models (each an "AI Model") due to the fact that it is automatically generated, including that: (i) Suggestions may contain errors or misleading information; (ii) AI Models are based on predefined

rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content; (iii) AI Models can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in output that is out of context or does not make sense; (iv) AI Models can perpetuate biases that are present in the data used to train them, which can result in output that is discriminatory or offensive; (v) AI Models can struggle with complex tasks that require reasoning, judgment and decision-making; and (vi) AI Models require large amounts of data to train and generate content, and the data used to train AI Models may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated output. Customer agrees that it is responsible for evaluating and bearing all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of Suggestions.

- (ii) Customer shall not use EMS Protocol Assistant or any Suggestions to develop or train a language model or any other machine learning model that is competitive with the Services, or engage in model extraction or theft attacks.
- (iii) ANY SUGGESTIONS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. ADDITIONALLY, TIGERCONNECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY SUGGESTIONS. YOU SHOULD NOT RELY ON ANY SUGGESTIONS WITHOUT INDEPENDENTLY CONFIRMING THEIR ACCURACY. SUGGESTIONS MAY CONTAIN MATERIAL INACCURACIES EVEN IF THEY APPEAR ACCURATE BECAUSE OF THEIR LEVEL OF DETAIL OR SPECIFICITY. YOU ACKNOWLEDGE THAT THE SERVICE AND ANY SUGGESTIONS MAY NOT REFLECT CORRECT, CURRENT, OR COMPLETE INFORMATION.

Attachment D

TigerConnect Patient Smart Room

TigerConnect Patient Smart Room, or “Vibe Health”, is a digital patient smart room platform that enables healthcare organizations to engage with patients, family and staff across a number of endpoint devices including patient TVs, tablets, whiteboards, door signs and personal devices. Capabilities such as patient education, entertainment, meal ordering, surveys/feedback, service requests and countless other engagement workflows are possible across the Patient Smart Room platform. The TigerConnect Patient Smart Room platform may include the following products and features, as detailed on the applicable Order Form or SOW: ‘Engage’ interactive TV solution; the ‘Insight’ digital whiteboard; the ‘Aware’ digital door sign; the ‘Companion’ bedside tablet; ‘Banner’ digital signage; and/or the ‘HELLO’ virtual visit product.

This Exhibit D is incorporated into and governed by the TigerConnect Terms of Service and applies only to Patient Smart Room Products, Services, Professional Services, or hardware expressly identified in an applicable Order Form.

1. **Scope of Support Services.** TigerConnect shall provide Technical Support for the applicable Products in accordance with this Exhibit, the Agreement, and any applicable Order Form or SOW. Support Services are provided for Supported Versions only (as defined below).
2. **Severity Classification.** Upon receipt of a support request, TigerConnect shall classify the issue, acting reasonably, according to the severity levels below. TigerConnect’s classification of severity shall control for purposes of response obligations.

Severity Level	Description
High Impact – System Unusable	A serious problem causing Customer’s production system or a material portion thereof to be unusable, with no reasonable workaround available.
Medium Impact – System Use Severely Impaired	An important function is experiencing a reproducible problem causing serious inconvenience or intermittent failure; operations may continue in a limited manner.
Low Impact – System Use Partially Impaired	A less common operation fails frequently or intermittently but with an available workaround.

3. **Response Targets.** TigerConnect shall use commercially reasonable efforts to respond to Support Service requests in accordance with the target response times below. Response times are response targets only, not guarantees of resolution, and do not constitute service credits, penalties, or liquidated damages unless expressly stated in an Order Form.

Severity Level	Target Initial Response
High Impact – System Unusable	Within thirty (30) minutes
Medium Impact – System Use Severely Impaired	Within four (4) hours
Low Impact – System Use Partially Impaired	Within two (2) business days

4. On-Site Support. Where TigerConnect determines, in its reasonable discretion, that an issue cannot be resolved remotely, TigerConnect may provide on-site support. Unless otherwise stated in an Order Form, Customer shall be responsible for applicable travel and expense costs.
5. Preventative / Proactive Monitoring. Where specified in an Order Form or SOW, TigerConnect may provide remote monitoring or maintenance tools to assist in monitoring availability, performance, or system health. Such monitoring is limited in scope, does not guarantee uninterrupted operation, and does not relieve Customer of responsibility for maintaining its own monitoring, security controls, backups, and disaster recovery procedures.
6. Customer infrastructure preconditions and exclusions. Customer is responsible for providing and maintaining adequate network connectivity, compatible systems, secure access for support, and current backups. Support Services do not cover issues determined by TigerConnect, acting reasonably, to be caused by Customer infrastructure, third-party systems, configuration choices, or failure to follow Documentation.
7. Hardware. Title and risk of loss. Unless otherwise stated in an Order Form, title to hardware transfers upon delivery to Customer, and risk of loss transfers upon shipment from TigerConnect or its supplier.
8. Hardware warranty (express). TigerConnect warrants that hardware supplied by TigerConnect will be free from material defects in workmanship under normal use and service for twelve (12) months from delivery. TigerConnect's sole obligation and Customer's exclusive remedy is repair or replacement at TigerConnect's option.
9. Supported versions; end of life. Support Services are provided only for the current major release and the immediately preceding major release. TigerConnect may designate Products or versions as end-of-life upon reasonable prior notice, after which support may be discontinued.
10. To facilitate a productive engagement, TigerConnect will be responsible for the following during the Implementation Phase:
 - (i) TigerConnect will assign an Executive Sponsor who will provide executive authorization for the project, will define project vision and related goals, will serve as an escalation point as needed, will attend critical checkpoint meetings and will be the signatory authority for project deliverables;
 - (ii) TigerConnect will assign a Project Manager who will be the primary point of contact for Customer, will coordinate all TigerConnect resources, will work with the Customer Project Manager to develop a mutually agreed upon project plan with coordinated project activities and will work with the Customer Technical Sponsor to deploy TigerConnect's architecture into the customers' infrastructure, security and server environment;
 - (iii) TigerConnect will assign a Clinical Solutions Lead who will be the clinical point of contact for TigerConnect, will work with the Customer Clinical Sponsor to coordinate clinical content and workflow design sessions and contribute to the development of training plans;
 - (iv) TigerConnect will assign an Integration Lead to develop integrations to Customer EMR and other clinical, ancillary systems as necessary for all in-scope integrations;
 - (v) TigerConnect will provide overall theme design services to configure the user interface to align with both Customer and TigerConnect branding standards and guidelines;
 - (vi) TigerConnect will collaborate with the customer and configure menu design and content options based on variables of the Patient Smart Room including but not limited to location, unit, demographic, condition, or clinical workflow. Content includes but is not limited to patient education, surveys, feedback, service requests, entertainment, hospital information, relaxation and custom content;

- (vii) TigerConnect will partner with Customer to develop mutually-acceptable whiteboard and door sign user interface and clinical data element mapping designs;
- (viii) TigerConnect will provide a train-the-trainer training program for end-users, application administrators and technical support roles consisting of up to three (3) consecutive days of onsite train-the-trainer end-user training with up to three (3) classes a day for up to ten (10) resources per class. Digital Training materials can be provided and incorporated into the customer's learning management system; and
- (ix) TigerConnect will continue to support and assist Customer to identify technical and clinical solution optimization opportunities based on mutually agreed upon performance or outcome objectives.

11. To facilitate a productive engagement, Customer will be responsible for the following during the Implementation Phase:

- (i) Customer will assign an Executive Sponsor who will provide executive authorization for the project, will define project vision and related goals, will serve as an escalation point as needed, will attend critical checkpoint meetings and will be the signatory authority for project deliverables;
- (ii) Customer will assign a Project Manager who will be the primary point of contact for Customer, will coordinate all customer resources and will work with the TigerConnect Project Manager to coordinate project activities;
- (iii) Customer will assign a Clinical Sponsor who will be the clinical point of contact for Customer, will work with the TigerConnect Clinical Solutions Lead to coordinate clinical workflow design sessions and contribute to the development of training plans;
- (iv) Customer will assign a Technical Sponsor who will be the technical point of contact for Customer, will work with the TigerConnect Project Manager to deploy TigerConnect's architecture into the customers' infrastructure, security and server environment;
- (v) Customer will assign an Integration Lead to assist TigerConnect with facilitating access to Customer EMR and other clinical, ancillary systems as necessary for all in-scope integrations;
- (vi) Customer shall provide the space required to house the system equipment and provide all electrical power, networking, cross room cabling, facilities and services not otherwise described in this Agreement necessary for the operation and maintenance of the TigerConnect system. In addition, Customer will be responsible for providing and maintaining an Internet connection to the TigerConnect computer systems, which will communicate with TigerConnect's data communications center for the purpose of remote diagnostics;
- (vii) Customer shall provide Cat 5/5e/6 data drops terminated at each in-scope TV/display location;
- (viii) Customer shall provide a standard 110v outlet terminated at each TV/display location;
- (ix) Active Directory requirements:
 - (a) Hospital to provide SSL certificates for TigerConnect web server resources.
 - (b) Hospital to provide Secure LDAP for staff login access to TigerConnect management.
- (x) Customer shall provide in-room nurse call wiring run between the nurse call patient station and the TV location. This cabling will be terminated at each TV/display location, if in scope;
- (xi) Customer shall configure network ports at each Engage TV and Banner display location tied back to the designated VLAN upon which TigerConnect virtual machines and clients will reside, if in scope;
- (xii) Customer shall configure PoE+ network ports at each Aware door sign location tied back to the designated VLAN upon which TigerConnect virtual machines and clients will reside, if in-scope;
- (xiii) Customer shall configure a production wireless network for Aware door sign and Companion tablet locations, which will be segregated from Guest WiFi type solutions, and tied back to the designated VLAN upon which TigerConnect virtual machines and clients will reside, if in-scope;
- (xiv) Customer shall provide all TV signal content / programming, if in-scope.
- (xv) Customer shall not distribute software to any third party or reproduce or use the software beyond the scope of this Agreement;

- (xvi) Customer shall not permit any third-party company or individuals to connect equipment to in-room interactive devices and/or use the TigerConnect head end system for any purpose without the prior written consent of TigerConnect, which shall not be unreasonably withheld;
- (xvii) Customer grants TigerConnect the right to access its loading docks and other shipping and handling areas in conjunction with the services provided herein. Customer will provide a secure temporary storeroom for TigerConnect equipment during the installation period;
- (xviii) Customer will be responsible for developing, implementing and maintaining the firewall for the TigerConnect system;
- (xix) Customer will provide secure and mutually-acceptable remote access to TigerConnect for ongoing maintenance and support of the system. TigerConnect's preferred connection method is an outbound connection to SecureLink. TigerConnect's secondary method of remote access is a site-to-site VPN connection. This will be provisioned and made accessible within ten (10) business days of the Effective Date;
- (xx) TigerConnect will provide the customer with templates and guidance resulting in two (2) VM server instances for the deployment of application virtual servers at a central data center which is accessible by all in-scope facilities, one each for PROD and TEST. An additional one (1) VM server instance will be deployed for media streaming. This will be provisioned and made accessible within 10 business days of SOW execution;
- (xxi) Customer will be responsible for all professional services related to the physical deployment, installation and/or mounting of in-room equipment which includes the removal and disposal of existing TVs, TV mounts, pillow speakers, tablets and jumper cables from existing in-scope locations; as well as the unboxing and installation of new TVs, TV mounts, pillow speakers and/or remote controls, tablets and jumper cables in patient rooms to support the project, if in-scope;
- (xxii) Customer will be responsible for the unboxing, provisioning, configuration and deployment of patient tablets and mounting solutions in patient rooms to support the project, if in-scope;
- (xxiii) Customer will be responsible for procuring licensing for and managing all aspects of the mobile device management (MDM) solution for the patient companion tablets, if in-scope;
- (xxiv) Customer will partner with TigerConnect to develop a mutually acceptable project plan and deployment timeline;
- (xxv) Customer will partner with TigerConnect to develop mutually acceptable whiteboard and door sign user interface and clinical data element mapping designs, if in-scope;
- (xxvi) Customer will be responsible for all language translation services to support the desired onscreen languages for patients, if in scope. Configuration of the translated content is included in the standard Implementation Services by TigerConnect, but Customer must provide the translated content; and
- (xxvii) Customer will validate all patient TV, whiteboard displays, tablets, pillow speakers and tablet enclosure model numbers are approved by TigerConnect prior to procurement.

Attachment E

Apple Inc. App Store

1. Subject to Customer's compliance with this Agreement, TigerConnect grants Customer a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install TigerConnect's mobile application enabling access to the Services (the "**App**") on Customer's personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for Customer's personal non-commercial purposes. Except as expressly permitted in this Agreement, Customer may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

2. This Section applies to any TigerConnect App that Customer acquires from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the App purchase price to Customer (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by Customer or any third party relating to the App or Customer's possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that Customer's possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary thereof. Customer represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties. Customer must also comply with any applicable third-party terms of service when using the App.

[End of Agreement]