

Software License Agreement

This Software License Agreement (referred to as “Agreement” or “License”), effective as of the Effective Date, is entered into and between the entity identified in the Order Form (“Client”) and Experience Care LLC, (“Experience Care”, “we” or “our”) with a principal place of business at 10800 Pecan Park Blvd., Suite 315, Austin, TX 78750. By signing this Agreement, Client and Experience Care agree to be bound to the terms of this Agreement for a period as identified in the order form. This Agreement is effective as of the date set forth in the Order Form or, if no effective date is specified, the date of Customer signature on the Order Form (“**Effective Date**”). By signing the Order Form, Client and Experience Care agree to be bound by the terms of the Agreement. In the event of conflict between this Agreement, the Order Form or the statement of work (“SOW”), the following order of precedence shall apply: i) the Order Form; ii) SOW; and iii) the Agreement.

DEFINITIONS

1. **“Software”** means the software module offerings, including Third-Party Software, provided by Experience Care either as a perpetual (hosted or on-prem) or subscription (SaaS or term on-prem) offering, as specifically identified in the applicable Order Form. For avoidance of doubt, Software shall exclude Third Party Software, which shall be licensed directly to Client by the licensor of such Third Party Software.
2. **“Client Data”** means the data inputted by Experience Care, Client or its Users for the purpose of using the Software.
3. **“Documentation”** means user online help system, and any other materials, including manuals, updates thereto, in any form or medium made generally available by Experience Care to Users, regarding the proper installation and use of the Software.
4. **“Order Form(s)”** means the ordering documents authorized by Experience Care for purchases licenses to the Software, Third Party Software and Services hereunder that includes, without limitation, restrictions on modules, facilities and bedsides, that are entered into between Client and Experience Care from time to time.
5. **“Services”** shall mean the Support Services, Professional Services or Hosting Services purchased by Client pursuant to this Agreement.
6. **“Third-Party Software”** means object codes for third-party applications, as set forth in Order Form, which are sublicensed or otherwise supplied to Client by Experience Care. Third-Party Software includes any updates, modifications, and/or related documentation made by the third-party provider, by Experience Care, and/or by or on behalf of Client.
7. **“Support Services”** shall mean the maintenance, including without limitation updates and upgrades to the Software, and/or technical support services generally provided by Experience Care to its customers and as specifically set forth herein.
8. **“Users”** means individuals who are authorized by Client to use the Software, including but not limited to Client employees, consultants, contractors, and agents, and subject to the limitation on the number of Users indicated in the Order Form. User accounts cannot be “shared” or used by more than one individual.

ARTICLE I – USE OF SOFTWARE

1.1 **Software License (For Perpetual Use Only).** Subject to the terms and conditions of this Agreement, including without limitation payment of the Fees, Experience Care hereby grants to Client as of the Effective Date, a perpetual, non-exclusive, royalty-free, non-transferable, non-sublicensable License

for Client's internal use to install the Software and allow Client's Users to use the Software and Documentation for the sole benefit of Client and solely at Client's facilities as described in this Agreement.

1.2 **Software License (For Subscription Only).** Subject to the terms and conditions of this Agreement, including without limitation payment of the fees, Experience Care hereby grants to Client as of the Effective Date, a non-exclusive, limited to the term, royalty-free, non-transferable, non-sublicensable license for Client's internal business to access and use the Software during the Term of this Agreement.

1.3 **Software License (For Limited Use Only).** Subject to the terms and conditions of this Agreement, including without limitation payment of the fees, Experience Care hereby grants to Client as of the Effective Date, a non-exclusive, limited to the term, royalty-free, non-transferable, non-sublicensable license for Client's internal business to access and use the Software during the Term of this Agreement solely for the purpose of retrieving historical Client Data regarding patients and payors only and not adding any new Client Data. Client shall only receive limited Support, which shall exclude all Software updates or upgrades.

1.4 **Third Party Software.** Unless otherwise specifically provided by Experience Care in writing, all Third Party Software is licensed directly to Client by the licensor of such Third Party Software and shall be subject to all restrictions, limitations or other terms in any written agreement of licensor provided to Client.

1.5 **Conditions of Use.** Experience Care owns and reserves all right, title, and interest in and to the Software. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Client shall not, and will not permit or authorize third parties to: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; (ii) access all or any part of the Software or Documentation in order to build a product or service that competes with the Software; (iii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Software or Documentation, or otherwise make the Software or Documentation available to any third party (e.g., as a service bureau); or (iv) circumvent or disable any security or other technological features or measures of the Software.

1.6 **Fees.** Client shall pay Experience Care fees for Software and Services, as indicated on the Order Form.

ARTICLE II – SERVICES

2.1 **Support Services (For SaaS and Hosted Only).** Experience Care shall provide Support Services for the Software, including online and phone support, during Primary Coverage Hours for the term of this Agreement as stated in the Service Level Agreement (SLA) located at <https://ExperienceCarehealth.com/Experience-Care-service-level-agreement/>, which may be modified by Experience Care from time to time. Client shall provide current technical contact information to Experience Care. Unless otherwise specifically provided by Experience Care in writing, any support for Third Party Software shall be provided directly to Client by the licensor of such Third Party Software.

2.2 **Support Services (For On Premises Only).** Client shall provide Support Services for the Software to extent Client has purchased an annual Support Services subscription. Support Services includes access to updates, upgrades, bug fixes and enhancements provided generally by Arena to its customers. In order to receive Support Services, Client must use the current or immediately prior version of the Software (i.e. any release indicated by a numeral change to right or left of first decimal versus the prior release), provided that Client shall convert to then current version of the Application once it has been commercially available for one (1) year. If Client elects not to renew annual Support Services and later wishes to renew such Support Services, Client shall be required to pay for all annual back periods not previously purchased. Notwithstanding the foregoing, Experience Care shall only be required to provide Support Services to the extent Client hardware and software configurations meet Experience Care Support

Services requirements. Client shall provide current technical contact information to Experience Care. Unless otherwise specifically provided by Experience Care in writing, any support for Third Party Software shall be provided directly to Client by the licensor of such Third Party Software.

2.3 **Hosting Services (For Perpetual Licenses Only).** To the extent indicated on the Order Form, Client may elect to purchase annual hosting services from Experience Care (“Hosting Services”). Client shall be obligated to purchase annual Support Services in order to purchase Hosting Services.

2.4 **Professional Services.** If applicable, Experience Care will provide the implementation or consulting services identified in each statement of work (“SOW”) and Order Form executed by the parties (“Professional Services”). Notwithstanding anything to the contrary, any such SOW and any related Professional Services are subject to the terms in such SOW and will be billed separately. Travel expenses will be passed through at cost and invoiced with terms of net 30 days.

ARTICLE III - CLIENT DATA

3.1 **Client Data (For SaaS and Hosted Only).** Experience Care hereby acknowledges and agrees that all rights, title, and interest in and to Client Data are and shall remain the property of Client and all intellectual property rights including copyright, trademark, and trade secret rights in Client Data are and will remain the property of Client. Client hereby grants to Experience Care, throughout the term of this Agreement and after the term as necessary for any of Experience Care’ post-termination obligations to Client, the necessary rights or license to use Client Data solely as necessary for Experience Care to perform its obligations hereunder. Additionally, Client agrees that Experience Care may use the Client Data to collect, develop, create, extract, or otherwise generate statistics and other information and to otherwise compile, synthesize, and analyze such Client Data in an anonymized manner (“Blind Data”). Experience Care will maintain all Client Data in accordance with its Privacy Policy located at <https://ExperienceCarehealth.com/privacy-policy/>. Client shall provide Experience Care, in the form and format and on the schedule specified by Experience Care Health, all Client Data reasonably required for Experience Care’ performance hereunder. For avoidance of doubt, licensors of Third Party Software shall be exclusively responsible for all client data inputted and processed with such Third Party Software and shall be subject to the terms and conditions provided by such licensor.

3.2 **Access to Data.** Provided Client makes a written request no later than ninety (90) days following the effective date of termination or expiration, Experience Care will provide Client with a one-time opportunity to access Client Data exported from the Software, subject to then-current professional services fees. In addition, following expiration or termination of this Agreement for any reason, Experience Care shall be permitted to delete Client Data, at any time after ninety (90) days following expiration or termination of this Agreement.

ARTICLE IV - TERM AND TERMINATION

4.1 **Term.** The initial term commences upon delivery or is given access to the Software by the Client (“Effective Date”) and shall remain in effect for the term identified in the Order Form (“Term”). The Term will automatically renew for successive one (1) year periods unless otherwise identified in an applicable Order Form (each, a “**Renewal Term**”), unless a party provides the other party written notice sixty (60) days in advance of the expiry of the then current Term not to renew this Agreement. Client is responsible and will pay Experience Care all fees for the entire Term, regardless of whether Software is actually implemented, “gone live,” or in production.

4.2 Termination.

4.2.1 **Termination for Cause.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party is in material breach of this Agreement and fails to cure such material breach within thirty (30) days after delivery of such written notice. Notwithstanding the foregoing, Experience Care shall have the right to terminate this Agreement immediately for failure by Client to make payments owed under this Agreement, provided that Client shall remain obligated to pay the full amount owed for the remainder of Term.

4.2.2 **Immediate Termination.** Experience Care or Client may immediately terminate this Agreement upon written notice, if the other party (a) ceases to do business or otherwise terminates its business operations, or becomes the object of voluntary proceedings in bankruptcy or liquidation, or (c) becomes the object of involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed, or receiver discharged, within thirty (30) days of filing or appointment.

4.2.3 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, your right to access the Software and Services will immediately terminate and Experience Care will no longer provide Support to Client. Licenses to Third Party Software shall also terminate upon termination or expiration of this Agreement, except the extent specifically provided in a license agreement provided by the licensor of such Third Party Software.

4.2.3 **Survival.** Sections 1.1, 1.3, 1.4, 4.2 and Articles 5, 6, 7 and 8 shall survive the termination of this Agreement.

ARTICLE V - PAYMENT

5.1 **Payment.** Client shall pay Experience Care the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes which are due as a result of this Agreement. Unless otherwise specified in the applicable Order Form, all amounts payable under this Agreement are non-cancellable and are denominated in U.S. dollars, and Client will pay all such amounts in U.S. dollars. All fees paid are non-refundable. Payment terms are net thirty (30) days from the date of invoice. All payments shall be made free and clear and without deduction for any and all present and future taxes. The payments due under this Agreement shall be subject to a service charge of one and one-half percent (1.5%) for each month or fraction thereof during which such amounts remain unpaid.

5.2 **Suspension.** Experience Care may immediately suspend Client's account and access to the Software, Third Party Software and Services if Client fails to make payment due within five (5) business days after Experience Care has provided Client with written notice of such failure.

ARTICLE 6 – CONFIDENTIALITY

6.1 **Confidentiality Obligations.** During the Term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement

of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

6.2. **“Confidential Information”** means: (a) the Software and Third Party Software; and (b) any business or technical information of Experience Care or Client, including but not limited to any information relating to Experience Care or Client or Client's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of such disclosure.

6.3 **Exclusions.** Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

ARTICLE VII - WARRANTY AND LIMITATION OF LIABILITY

7.1 **Warranty and Disclaimer.** Experience Care warrants that it will perform Services in a professional and workmanlike manner, in compliance with applicable laws and in accordance with this Agreement or applicable SOW. Experience Care warrants that all Software shall function in compliance with applicable Documentation for a period of ninety (90) days from the date of delivery to or access by Client, except that Software licensed to Client as a SaaS subscription shall function in compliance with the applicable Documentation during the Term of the subscription. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, THIRD PARTY SOFTWARE AND OTHER SERVICES (INCLUDING PROFESSIONAL SERVICES) AND ANY DELIVERABLES ARE PROVIDED “AS IS”. EXPERIENCE CARE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, EXPERIENCE CARE DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SOFTWARE, THIRD PARTY SOFTWARE, SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWARRANTED ELECTRONIC CONTENT, EXPERIENCE CARE DOES NOT WARRANT THAT ANY SOFTWARE, THIRD PARTY SOFTWARE OR SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR SHALL DETECT ONLY SECURITY THREATS OR MALICIOUS CODE OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH ANY SOFTWARE, THIRD PARTY SOFTWARES OR SERVICE IS ACCURATE, COMPLETE OR FREE OF VIRUSES, MALICIOUS CODE, INTRUSIONS, SECURITY BREACHES OR OTHER HARMFUL CONTENTS OR COMPONENTS. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF SOFTWARE, THIRD PARTY SOFTWARE OR SERVICES INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE SOFTWARE, THIRD PARTY SOFTWARE OR SERVICES AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

7.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), COVER DAMAGES, OR ANY OTHER SIMILAR DAMAGES ARISING HEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF INFORMED OF THIS POSSIBILITY AND EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, EXCEED THE FEES PAID OR PAYABLE TO EXPERIENCE CARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

ARTICLE VIII - MISCELLANEOUS

8.1 **Entire Agreement.** This Agreement represents the entire agreement of the parties, and supersedes any prior or current understandings, whether written or oral. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of the parties.

8.2 **Third Parties.** Client understands and agrees that Experience Care may use third parties in the performance of Experience Care's obligations under this Agreement.

8.3 **Compliance with Law.** Each party will comply with all applicable laws and regulations, including all US Export laws and regulations.

8.4 **Waiver and Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, it will be considered stricken from this Agreement, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

8.5 **Remedies.** All remedies available to Experience Care will be cumulative and the specification of a remedy will not preclude Experience Care from pursuing other remedies available at law or in equity. Neither party will be liable by reason of any failure of performance hereunder if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence. Nothing in this Agreement will prevent Experience Care from seeking immediate injunctive relief against Client in the courts having jurisdiction over you, the client.

8.6 **Assignability.** Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement, including without limitation any change of control involving Client, without the prior written consent of the other. Notwithstanding the foregoing, Experience Care may assign this Agreement in its entirety to a successor in interest in the event of a change of control.

8.7 **Force Majeure.** Except for payment obligations arising hereunder, neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to pandemic, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

8.8 **Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

8.9 **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of Texas, notwithstanding any conflict of law rules. The parties irrevocably consent to venue and jurisdiction in the state and federal located courts located in Austin, Texas.

END OF AGREEMENT