



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 21- 65

of the

### SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council (the “Tribal Council”) is the Governing Body of the Squaxin Island Tribe (the “Tribe”), its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Council and the Secretary of the Interior on July 8, 1965, as amended; and

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

**WHEREAS**, the Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

**WHEREAS**, the Tribal Council wishes to enter into a license agreement with LogiCoy for the use of Electronic Health Record (EHR) management software for Washington State’s Prescription Monitoring Program (PMP); and

**WHEREAS**, Tribal Council has not delegated the authority to grant contractual or other waivers of sovereign immunity and therefore must individually approve each waiver by binding council action; and

**WHEREAS**, Health Services, with assistance from the Legal department staff have negotiated the terms of an End User License Agreement with LogiCoy for use of the EHR Link App Software; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Tribal Council specifically limits its authorization to allow Health Services to enter a waiver of sovereign immunity to the waiver stated in Section 10.3, and reads as follows:

10.3 Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or LogiCoy’s intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section. Any party may give the other party written notice of

any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then seek legal remedies. All negotiations pursuant to this Section will be deemed Confidential Information and treated as compromise and settlement negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be submitted to binding arbitration in King County, Washington by a single arbitrator under the auspices of Judicial Dispute Resolution, LLC, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator may award the prevailing party the cost and reasonable attorney's fees expended in such arbitration. Except as specifically provided in this Paragraph, the Agreement with Participant does not and shall not waive, limit or modify its sovereign immunity from any lawsuit.

**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes Marvin Campbell, Tribal Administrator, to do any and all accounts necessary to effect execution and implementation of an agreement in substantially the same form as the attached subject to those conditions stated herein.

**CERTIFICATION**

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 14th day of October, 2021, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

Marvin E. Campbell

Marvin E. Campbell (Oct 14, 2021 11:28 PDT)

for Kris Peters, Chairman

Attested by:

Patrick Braese

Patrick Braese (Oct 14, 2021 11:33 PDT)

Patrick Braese, Secretary

Charlene Krise

Charlene Krise (Oct 14, 2021 11:45 PDT)

Charlene Krise, Vice Chairman

## END USER LICENSE AGREEMENT

This End User License Agreement (together with its Exhibits and Attachments, the “Agreement”) **END USER LICENSE AGREEMENT**

This End User License Agreement (together with its Exhibits and Attachments, the “Agreement”) is made as of the latest of the dates below (the “Effective Date”), by and between LogiCoy Inc., a California corporation with offices at 201 N Brand Blvd. Suite 200 Glendale, CA 91203, and (the “Licensee”).

Licensee and LogiCoy agree as follows:

### 1. DEFINITIONS.

“**Affiliate**” means any entity that directly, or indirectly, is controlled by, is under common control with, or controls, a party. “Control” means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights, or ownership or exercise of other rights or powers entitling the holder thereof to direct, cause the direction of, or to manage the business of such entity.

“**Analytics**” means information and analysis services provided by LogiCoy via the EHR Link Service or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

“**Authorized Entities**” means Licensee or appropriate Licensee Employees who do not provide patient care but who meet all applicable Requirements and who properly authenticate to the applicable PMP, as required, to facilitate the provision of PMP Data to Authorized Users, or perform administrative or technical functions in connection with the EHR Link Service or PMP Data, all in accordance with the terms of this Agreement, the Requirements, and applicable law.

“**Authorized Users**” means pharmacists or health care practitioners within Licensee’s organization or health care entities that have a member or client relationship with Licensee, which is described in a valid agreement between such practitioners or entities and Licensee, and that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements.
2. Are validly licensed.
3. Are validly authorized by the Licensee to access PMP Data in accordance with applicable law.
4. Are authorized by their current patient, as applicable, to access or use PMP Data.

5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

**“Confidential Information”** means non-public information including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of LogiCoy includes, without limitation, the EHR Link Service, all software provided with or utilized by the EHR Link Service, the Analytics, and all algorithms, methods, techniques and processes related thereto. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the recipient without reliance in any way on the Confidential Information; (e) under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which may be separately executed; or (e) is not protected health information, as defined herein, but is defined under applicable law as personal data or personally identifiable information or the like, such as an individual’s name and the corresponding social security number, driver’s license number, or financial account number, in which case the receiving party agrees to securely maintain such personal data during the term of this Agreement and following its termination if such data is permitted to be retained, to not use or disclose such personal data except as permitted under the terms of this Agreement or as specifically authorized by the individual about whom such data pertains, and to comply with laws applicable to such personal data including but not limited to breach notification and disposal requirements.

**“Documentation”** means the user, installation, technical, and training publications delivered by LogiCoy as available in conjunction with the EHR Link Service.

**“Employee”** means an employee of each party, including contractors engaged to augment staff and/or perform duties traditionally performed by employees under such party’s direct supervision.

**“EHR Link Service”** means the EHR Link application programming interface (API), which is a data communication service that is owned by LogiCoy and, in conjunction with Third Party Material(s), facilitates the transmission of requests for, and retrieval of, controlled substance prescription related services and information, including, as applicable, PMP Data from participating PMPs and/or certain Analytics for Authorized Users. The EHR Link Service

includes Third Party Material(s) that LogiCoy utilizes in connection with providing the EHR Link Service. For purposes of clarity the EHR Link Service shall include EHR Link App.

“**Home State PMP**” means the PMP of the state in which the Authorized Entity or the Authorized User is physically located.

“**NABP**” means the National Association of Boards of Pharmacy.

“**EHR Link App**” means: (i) the web-based substance use disorder management software product consisting of advanced risk Analytics, data, and related resources that is expressly marketed and sold by LogiCoy under the EHR Link App brand (including any applicable fixes, updates, or upgrades) as (collectively, the “EHR Link App Software”); (ii) any materials generated or provided through use of the EHR Link App Software relating to prescription medication history or monitoring (including, without limitation, the PDMP Risk Indicator and PDMP Report); and (iii) any Documentation that LogiCoy makes generally available for the EHR Link App Software (the “Documentation”).

“**Order Form**” means the document executed by both parties by which Licensee orders EHR Link Service and Service Information provided by LogiCoy. The Order Form is attached to and incorporated into this Agreement as Exhibit A.

“**Requirements**” means applicable laws and/or rules established, from time to time, by a state related to its PMP including, but not limited to, PMP access or permitted use(s) of PMP Data, by the federal government, and/or rules issued by LogiCoy related to the EHR Link Service.

“Requirements” may relate to one or more state PMPs, as the context requires.

“**Service Information**” means data that is input, transmitted, or output via the EHR Link Service, including but not limited to user data, search criteria, PMP Data, and Analytics reports, and any other controlled substance prescription related data provided by LogiCoy.

“**Third-Party Material(s)**” means any information, services, software, or goods provided, manufactured or created by a party other than LogiCoy and that LogiCoy licenses or utilizes with permission.

## **2. LICENSE AND USE RESTRICTIONS.**

2.1 License Grant. Subject to the terms, conditions and restrictions set forth in this Agreement,

LogiCoy grants to Licensee a limited, non-exclusive, non-transferable license to use the EHR Link Service and solely for internal use by Licensee and its Authorized Entities or Authorized Users. Any rights not expressly granted in this Agreement are expressly reserved. Use of the

EHR Link Service or Service Information constitutes the Licensee's agreement to be bound by the terms of this Agreement. Licensee shall only use the Service Information to assist an Authorized Entity or Authorized User in his or her professional health care decision-making with respect to a specific patient encounter at the site(s), if any, listed in Exhibit A; provided, however, that Licensee agrees and acknowledges that under no circumstance shall the Service Information replace an Authorized Entity's or Authorized User's professional judgment.

2.2 Restrictions. Except as otherwise expressly set forth in Exhibit A, Licensee shall not, or permit any third party to, directly or indirectly: (a) reverse engineer, disassemble, or decompile the EHR Link Service or any portion thereof; (b) sublicense, rent, lease or otherwise transfer the EHR Link Service, or any portion thereof; (c) use the EHR Link Service for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark tests run on the EHR Link Service; (e) attempt to circumvent or render inoperative any usage restriction features contained in the EHR Link Service; (f) remove, obscure, alter, or move LogiCoy' and its licensors' proprietary notices or other notices on the EHR Link Service or Documentation; or (g) to modify or alter any scores, reports, or information provided via Analytics products, including EHR Link App.

2.3 State Determinations. Licensee acknowledges that each state determines whether Authorized

Entities or Authorized Users may access or utilize the state's PMP Data through the EHR Link Service. Licensee agrees to provide the required information, affirmations, and agreements to LogiCoy and/or the applicable state(s) so that the state(s) may make such determinations. LogiCoy may provide any information it receives under this Section 2.3 to the applicable state(s). Further, the authorization granted by LogiCoy when directed by a state PMP to enable Authorized Entities or Authorized Users to access or use the EHR Link Service or Service Information does not constitute an endorsement by LogiCoy or its licensors of such Entities or Users, or the services or products provided by such Entities or Users including, but not limited to, medical services, pharmacy services, or quality of care.

2.4 Access and Use Policies. Licensee will maintain and enforce policies and procedures to limit access and use of the EHR Link Service and Service Information as follows:

- (i) Only Authorized Entities or Authorized Users may access or use the EHR Link Service;
- (ii) Authorized Entities may only access or use the EHR Link Service and Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Authorized Users may only access or use the EHR Link Service and patient-related Service Information in accordance with the terms and conditions of this Agreement;

- (iv) Licensee shall provide proper training to its Authorized Entities and Authorized Users on accessing and using the EHR Link Service and Service Information;
- (v) Licensee shall ensure that EHR Link Service and Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
- (vi) Copies of said policies and procedures shall be provided upon request of a state or LogiCoy.

2.5 Use of Service Information. Licensee shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Service Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the Service Information.

2.6 Credentialing and Validation. Licensee shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the EHR Link Service or Service Information, and Employees and contractors who do not provide patient care but who seek to access or use the EHR Link Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of Licensee must prevent delegates from accessing the EHR Link Service and Service Information.

2.7 Responsibility for Use. Licensee shall be responsible if use of or access to the EHR Link Service is improper or illegal or otherwise does not conform to the terms of this Agreement. LogiCoy is not responsible for any access or use of the EHR Link Service or Service Information by Licensee, Authorized Entities, Authorized Users, or any of Licensee's users, pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

2.8 Processes. Licensee is responsible for adopting and enforcing reasonable processes designed to confirm Authorized Entities, Authorized Users, and others comply with applicable law and Requirements to access, use, and maintain the security of the EHR Link Service and Service Information. Licensee shall be responsible for its and its Employees', staff's, contractors', and affiliates' compliance with the terms of this Agreement.

2.9 Complaints. Licensee agrees to promptly investigate all complaints and claims that a Licensee Employee, agent, contractor, or affiliate failed to comply with laws or rules

applicable to Service Information or failed to comply with any Requirement for access or use of the EHR Link Service or Service Information. Licensee agrees to promptly report the results of its investigation to LogiCoy, its Home State PMP, and any requesting state.

2.10 Investigations. Licensee is responsible for investigating all complaints and claims that an

Authorized User or Authorized Entity failed to comply with laws or rules applicable to the EHR Link Service or Service Information or any Requirement for access or use of Service Information.

Licensee acknowledges that states may have the authority to investigate, take action, sanction, or discipline those who improperly access or use the EHR Link Service or Service Information, including but not limited to Authorized Entities or Authorized Users. Licensee agrees to promptly report the results of its investigation to LogiCoy, its Home State PMP, and any requesting state.

2.11 Point of Contact. Licensee is responsible for designating a contact person(s) to assist LogiCoy or a state if there are questions about use of the EHR Link Service.

2.12 Compliance with Law. Licensee is responsible for compliance with all local, state, and federal laws and rules applicable to PMP Data, personally identifiable information, and health information organizations including, but not limited to, confidentiality, security, registration and licensure requirements.

2.13 Notification of Termination by PMP. Licensee agrees to notify LogiCoy within five days of a state terminating Licensee's, access to a PMP, or any Authorized Entities' or Authorized Users' access to a PMP, to the extent that Licensee has knowledge of it. Failure to so notify LogiCoy is considered a material breach of this Agreement. Licensee warrants that it is not currently under formal investigation, indictment, or prosecution, and has not been convicted, disciplined, or sanctioned over the last five years by any governmental entity or self-regulation program for violation of any government statutes, rules, or regulations under or related to health care, drugs, or criminal acts. Licensee agrees to inform LogiCoy and the state PMPs if it becomes the subject of an investigation, indictment, prosecution, conviction, or disciplinary or sanction order, within 10 days of learning of such investigation, indictment, prosecution, conviction, or order.

2.14 Certificate of Authority. Upon LogiCoy or state request, Licensee agrees to provide a copy of its state-issued certificate of authority to operate as a Licensee, whether temporary or full, if Licensee is required to obtain such a certificate or authorization.



If such a certificate is not yet available, Licensee agrees to provide a copy of its application upon request.

2.15 Conduct. Licensee shall not, and shall ensure Licensee Employees, agents, contractors, affiliates, Authorized Entities, and Authorized Users do not engage in unlawful, objectionable, or malicious conduct or activities related to the EHR Link Service, the EHR Link Service servers, or Service Information including, but not limited to, the transmission or distribution of viruses, computer worms, Trojan horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; the unauthorized entry to any other machine accessible via the EHR Link Service; the unauthorized submission or transmission of data or material protected by a proprietary right of a third party; or the submission of otherwise objectionable information, material, or communications.

2.16 Documentation. Licensee shall comply with all requirements specified in the Documentation concerning access to the Service Information and use or display of Service Information.

2.17 Certification. On LogiCoy' request, but not more than once per year, Licensee shall furnish LogiCoy with a signed certification verifying that Licensee's use of the EHR Link Service is in accordance with the terms and conditions of this Agreement.

### **3. SERVICE LEVEL STANDARDS**

Support for the EHR Link Service will be provided by using commercially reasonable efforts and subject to the terms of this Agreement and LogiCoy' support policies as modified by LogiCoy from time to time following prior written notification to Licensee.

### **4. PAYMENT.**

4.1 Fees. Licensee shall pay to LogiCoy the fees set forth in Exhibit A. Unless otherwise provided in Exhibit A, all fees are due upon the Effective Date, and are payable to LogiCoy within thirty (30) days of the date set forth on each invoice issued by LogiCoy without set-off, deduction or other withholding. The fees set forth in Exhibit A are non-cancelable and nonrefundable. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) 1.5% per month; or (b) the maximum amount allowed by applicable law. Licensee agrees to pay to LogiCoy all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by LogiCoy to collect payments due. If any invoice is not paid when due, LogiCoy may upon five (5) days prior written notice disable Licensee's ability to use the EHR Link Service until payment is made in full.

4.2 Taxes. Licensee is liable for any ~~and all~~ applicable sales, use, excise, value added, GST (goods and services tax), customs fees, or other similar taxes to be paid by either party in connection with this Agreement, including withholding taxes arising from international transactions LogiCoy must pay. ~~If Licensee is exempt from the payment of any such taxes, Licensee must provide LogiCoy with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, LogiCoy will invoice Licensee for and Licensee will pay to LogiCoy all such taxes. Subject to the foregoing, LogiCoy shall be solely responsible for all taxes based on its income.~~

4.3 CPI. Except as otherwise provided in Exhibit A, commencing with the second year of the Initial Term and continuing thereafter, the annual license fees set forth in Exhibit A shall automatically increase by the greater of (i) five percent (5%); or (ii) CPI, where CPI means, at the time of escalation calculation, the percentage increase in the United States Consumer Price Index for all Urban Consumers for All Items, not seasonally adjusted, for the most recent twelvemonth period (the "CPI Increase").

## **5. PROPRIETARY RIGHTS.**

5.1 Ownership. "LogiCoy Property" means all of the following: (i) the EHR Link Service, the Analytics, EHR Link App and the Documentation related thereto (but excluding the PMP Data); (ii) any deliverables and/or work product developed while providing the EHR Link Service, EHR Link App or the Analytics; and (iii) enhancements, modifications or derivative works to the EHR Link Service, the Documentation, EHR Link App or the Analytics. Subject only to the licenses expressly granted in this Agreement, as between LogiCoy and Licensee, LogiCoy shall be the sole owner of all intellectual property rights in and to the LogiCoy Property, regardless of whether perfected or recognized under applicable law. Third-Party Materials, including any enhancements, modifications, or derivative works, are and shall remain the exclusive property of LogiCoy's suppliers or licensors. LogiCoy may utilize all ideas, suggestions and feedback, or the like that Licensee provides to LogiCoy or otherwise makes with respect to the LogiCoy Property without any obligation to Licensee. To the extent that Licensee has or later obtains any intellectual property rights in and to the LogiCoy Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Licensee hereby disclaims such rights, and assigns and transfers such rights exclusively to LogiCoy, and agrees to provide reasonable assistance to LogiCoy to give effect to such assignment and to protect, enforce and maintain such rights.

5.2 Protection of Confidential Information. Each party may furnish the other party with Confidential Information. Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated

by this Agreement, or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party's Confidential Information, to Affiliates and Employees with a need-to-know and who have been advised of and have agreed in writing to maintain the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement; provided, however, that Licensee will obtain LogiCoy's prior written consent before disclosing any LogiCoy Confidential Information to any third party. Each party shall provide the other party with copies of any such nondisclosure agreements upon written request. Each party shall be liable for any breach by any Employee, Affiliate, or third party consultant of the confidentiality obligations contained herein.

5.3 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

5.4 Return of Information. With the exception of data submitted to the EHR Link Service by users, Internet Protocol addresses, and other user-related information, which LogiCoy will securely retain for System administration and legal purposes following termination of the Agreement, upon termination of this Agreement, the receiving party agrees to promptly deliver to the disclosing party, in a secure and confidential manner, all written materials that are derived from, contain, or reflect any and all Confidential Information (including all copies and reproductions). The disclosing party may elect to authorize receiving party to destroy such written materials, and/or any electronic materials containing Confidential Information, in a secure and confidential manner, in which case the receiving party agrees to provide written confirmation to the disclosing party of its compliance herein.

5.5 De-Identified Data. Upon a reasonable request by LogiCoy, Licensee agrees to provide aggregated or de-identified data, as defined by the Health Insurance Portability and Accountability Act and its rules, in connection with Licensee or one or more Authorized Users' use of the EHR Link Service or Service Information, to the extent such data is tracked or collected by Licensee, in order for LogiCoy to provide such information to a state, enhance its services, and/or for LogiCoy's and/or NABP's use for research purposes. For example, Licensee may provide data regarding the number of patients who visited an Authorized User, such as a hospital, practice, prescriber, and/or pharmacy, whose PMP Data was accessed through the EHR Link Service, whether Licensee requires prescribers or dispensers to access the EHR Link Service, and/or whether a controlled substance prescription was issued or dispensed to such patients.

## **6. DISCLAIMER OF WARRANTIES.**

LOGICOY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EHR LINK SERVICE OR THE SERVICE INFORMATION, OR ANY SUPPORT OR OTHER SERVICES PROVIDED BY LOGICOY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND LOGICOY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. LOGICOY DOES NOT WARRANT THAT: (a) THE EHR LINK SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL EHR LINK SERVICE ERRORS CAN BE CORRECTED; (c) THE EHR LINK SERVICE MEETS ALL OF LICENSEE'S BUSINESS REQUIREMENTS; OR (d) THE PMP DATA OR ANALYTICS ARE COMPLETE.

ACCURATE OR ERROR-FREE. LICENSEE ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE EHR LINK SERVICE FOR ITS REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT PMP DATA IS PROVIDED BY THE PMPs. NEITHER LOGICOY NOR ITS LICENSORS SHALL HAVE ANY LIABILITY IN THE EVENT THAT A PMP DENIES LICENSEE'S REQUEST TO ACCESS PMP DATA OR REVOKES LICENSEE'S ACCESS TO PMP DATA, OR IF PMP DATA IS UNAVAILABLE FOR ANY REASON. LICENSEE ACCEPTS THE PMP DATA AND ANY PRESCRIPTION HISTORY SERVICES BASED ON THE PMP DATA ON AN "AS IS" "AS AVAILABLE" BASIS.

## **7. INDEMNIFICATION**

7.1 Indemnification by Licensee. Licensee shall indemnify and defend LogiCoy and NABP, and each of their respective officers, directors, employees, members, contractors, parents, subsidiaries, and affiliates, (the "LogiCoy Parties") against any third party claim, including costs and reasonable attorneys' fees, in which any of the LogiCoy Parties are named as a result of: (a) the exercise or practice of any right granted hereunder; (b) the breach of any material term or condition of this Agreement by Licensee, Licensee employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (c) any access or use of the EHR Link Service or Service Information by Licensee, any user of Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (d) any medical services, products or medication offered or sold by Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (e) any act or omission of negligence or willful misconduct of Licensee or its affiliates; or (f) violations of applicable law or the Requirements by Licensee, Authorized Entities, or Authorized Users, in connection with the performance of this Agreement, including access or use of PMP Data.

7.2 Indemnification by LogiCoy. LogiCoy shall indemnify and defend Licensee against any claim brought against Licensee by third parties alleging the use of the EHR Link

Service: (a) infringes a patent, copyright or trademark registered to the extent Licensee's use of the EHR Link Service is consistent with the terms herein; or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided that (i) Licensee gives LogiCoy prompt notification in writing of any such Infringement Claim and reasonable assistance, at LogiCoy's expense, in the defense of such Infringement Claim; and (ii) LogiCoy has the sole authority to defend or settle such Infringement Claim as long as such settlement shall not include a financial obligation on Licensee. If an Infringement Claim is or, in LogiCoy's reasonable belief, is likely to be asserted, (a) LogiCoy may require Licensee to discontinue use of the applicable EHR Link Service immediately; and (b) LogiCoy will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the EHR Link Service; (ii) modify the EHR Link Service to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by LogiCoy in its sole discretion, terminate this Agreement or any Order Form, in whole or in part, and pay to Licensee a pro rata refund of any unearned, prepaid fees for the EHR Link Service covering the period of time remaining in the Term of the license during which Licensee was, as a

result of LogiCoy's termination, unable to use the EHR Link Service ("Unearned Fees"). THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF LOGICOY TO LICENSEE, AND ARE LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

## **8. LIMITATIONS OF LIABILITY.**

8.1 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b)

BREACH OF LOGICOY INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b)

BREACH OF LOGICOY INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE

OR WILLFUL MISCONDUCT; (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT.

8.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT LOGICOY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

NOTWITHSTANDING THE FOREGOING, SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

## **9. TERM AND TERMINATION.**

9.1 Term. Licensee's license to use the EHR Link Service will commence on the Effective Date and shall remain in effect for the service term set forth in Exhibit A (the "Initial Term"). Thereafter, Licensee's license to use the EHR Link Service shall automatically renew for successive one (1) year terms (each, a "Renewal Period"), unless notice of non-renewal is given by either party no less than thirty (30) days before the expiration of the Initial Period or the current Renewal Period. The Initial Term together with all applicable Renewal Periods shall be the "Term."

9.2 Termination. In addition to any other remedy available to LogiCoy under this Agreement, either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on its business. Termination of a contract between Licensee and a state related to the state PMP or termination of

Licensee's access to state PMP Data automatically results in termination of this Agreement without notice and without any penalty to LogiCoy or obligation of LogiCoy to refund any fees paid by Licensee.

9.3 Early Termination by LogiCoy. Licensee acknowledges that the functionality of the EHR

Link Service depends on LogiCoy's ability to sufficiently access PMP Data or Third Party Materials. LogiCoy reserves the right to terminate this Agreement at any time upon 30 days advance notice to Licensee if Third Party Materials needed to provide the EHR Link Service become unavailable to LogiCoy or, in its sole discretion, LogiCoy determines that the functionality of the EHR Link Service is materially impaired due to insufficient availability or

unavailability of PMP Data. In the event of such termination by LogiCoy, LogiCoy shall refund any Unearned Fees to Licensee.

9.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all amounts due and owing by Licensee to LogiCoy under Exhibit A will be immediately payable, and LogiCoy shall be entitled to retain any and all fees paid by Licensee; (b) use of the EHR Link Service will immediately cease; and (c) all of LogiCoy's obligations concerning such EHR Link Service will cease. Within thirty (30) days of the expiration, Licensee shall destroy all copies of the applicable Documentation, any other Confidential Information, whether such Confidential Information is LogiCoy's or a third party's, and will certify to LogiCoy that all copies have been destroyed.

9.5 Survival. The terms of this Agreement that, by their nature should survive termination, shall survive termination, including, without limitation, the provisions concerning protection of Confidential Information, Proprietary Rights, Disclaimer of Warranties, Indemnification and Limitations of Liability.

## **10. GENERAL PROVISIONS.**

10.1 Assignment. Neither this Agreement, nor any rights, duties or obligations set forth herein, may be assigned, sublicensed, or otherwise transferred by Licensee, in whole or in part, whether directly or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of LogiCoy, and any attempt to do so without the express prior written consent of LogiCoy shall be deemed void. LogiCoy's consent may be conditioned upon payment by Licensee of a transfer, assignment or other fee, and such condition shall not be deemed unreasonable.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of its obligations with respect to LogiCoy's proprietary rights will cause irreparable injury to LogiCoy and will entitle LogiCoy to seek injunctive or other equitable relief.

10.3 Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or LogiCoy's intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then seek legal remedies. All negotiations pursuant to this Section will be deemed Confidential Information and treated as compromise and

settlement negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be submitted to binding arbitration in King County, Washington by a single arbitrator under the auspices of Judicial Dispute Resolution, LLC, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator may award the prevailing party the cost and reasonable attorney's fees expended in such arbitration. Except as specifically provided in this Paragraph, the Agreement with Participant does not and shall not waive, limit or modify its sovereign immunity from any lawsuit.

- 10.4 Independent Contractors. Nothing in this Agreement or in the course of dealing between LogiCoy and Licensee shall be deemed to create between LogiCoy and Licensee a partnership, joint venture, association, employment relationship co-ownership or any other relationship other than an independent contractor relationship. Nothing in this Agreement or in the course of dealing between LogiCoy and Licensee shall be deemed to empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as entitled to do the same.
- 10.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated, as the case may be, and the remainder shall be enforced and construed as if the provision had been included as modified or as if it had not been included, as the case may be.
- 10.6 Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver on any other occasion or of any other provision.
- 10.7 Counterparts. This Agreement and Exhibit A may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument.
- 10.8 Insurance. Each party shall maintain, during the term of this Agreement, the following insurance: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with a limit of \$1,000,000 per occurrence; (c) general liability insurance, which insurance shall include bodily injury, personal injury, property damage, contractual liability and completed operations/products liability coverage, and shall be written on an occurrence basis with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and (d) errors and omissions insurance with a combined single limit of \$1,000,000 per occurrence and in the aggregate. Each party shall provide for the other party additional insured status under



the general liability insurance required hereunder, to the extent of each party's indemnification obligations hereunder, and such general liability insurance shall be primary to any insurance which each party maintains, but only to the extent of the additional insured status. Each party shall cause the insurance required hereunder to include a waiver of subrogation in favor of the other party. Upon the written request, each party shall provide the other party with a certificate of insurance evidencing the insurance required hereunder. Each party shall maintain the insurance required hereunder at their own cost and expense and shall maintain such insurance in full force and effect during the term of this Agreement and for one (1) year after the expiration or termination of this Agreement.

10.9 Publicity. LogiCoy shall have the right to identify Licensee as a customer of LogiCoy as part of LogiCoy' marketing efforts, including customer lists and press releases.

10.10 Governing Law. This Agreement shall be governed and construed in accordance with federal law. ~~the laws of the state of California in Los Angeles County, without giving effect to its choice of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of state courts of the state of California in Los Angeles County. The parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.~~

10.11 Restricted Rights. The EHR Link Service and any accompanying documentation has been developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.22719(c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the EHR Link Service with only those rights set forth herein, including, without limitation, the following: with the exception of Third Party Materials, which require the prior written consent of an authorized officer of the individual respective owners, EHR Link Service may be transferred to the U.S. government only with the prior written consent of an officer of LogiCoy and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.12 Export Control Notice. Licensee agrees not to disclose, use, export or re-export, directly or indirectly, the EHR Link Service, any information provided by LogiCoy,

or the “direct product” thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations with a limit of \$1,000,000 per occurrence. Licensee acknowledges its obligation to comply with all applicable export control laws in its use, export or re-export of the EHR Link Service. Licensee shall defend, indemnify, and hold LogiCoy and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys’ fees) arising out of Licensee’s noncompliance with applicable export laws.

10.13 Audit Rights. In addition to Licensee’s obligations under Section 2.7 above, Licensee shall maintain books and records applicable to compliance with the terms of this Agreement for at least three years following the end of the calendar year to which they pertain. LogiCoy shall have the right during the term of this Agreement and for up to one (1) year after the termination of this Agreement, upon reasonable written notice and during normal business hours, to audit and inspect such books and records of Licensee in order to verify compliance with the terms of this Agreement. If an audit reveals Licensee is utilizing the EHR Link Service in a manner not permitted by this Agreement, Licensee agrees to take, at Licensee’s expense, all reasonable corrective action requested by LogiCoy.

10.14 Notices. All notices or other communications must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); or (b) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed to the appropriate address set forth on the first page of this Agreement (or to such other address as a party may designate by written notice to the other party). All notices to LogiCoy shall be addressed to the attention of LogiCoy’ Chief Financial Officer with a copy delivered to LogiCoy’ General Counsel.

10.15 Force Majeure. Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond the reasonable control of the party seeking protection under the terms of this Force Majeure Section including, without limitation, acts of God, labor disruption, war, terrorist threat, unavailability of PMP Data, unavailability of Third Party Materials, equipment or software malfunction or failure of a general nature (e.g., failure of Windows® Operating System or software, the Internet, or similar type of failure), electrical or communications outages, or government action (“Force Majeure Events”); provided that if either party is unable to perform its obligations for one of the foregoing reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.16 Entire Agreement. This Agreement shall be the complete agreement and understanding between the parties and replace any prior oral or written communications between the parties related thereto, including but not limited to, any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to LogiCoy regardless of any statement to the contrary contained in any such purchase order or document. In the event of any conflict or discrepancy between the terms and conditions set forth in Exhibit A and the provisions herein, shall control.

**LICENSEE**

**LogiCoy INC**

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

**Exhibit A**

**ORDER FORM**

Name:

Address:

Contact Name and Title:

Phone:

Fax:

E-Mail:

Organization or Pharmacy ID#:

**LICENSEE ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name:

Billing Address: [subscriber address]

Phone:

Fax:

E-Mail:

is made as of the latest of the dates below (the "Effective Date"), by and between LogiCoy Inc., a California corporation with offices at 201 N Brand Blvd. Suite 200 Glendale, CA 91203, and (the "Licensee").

Licensee and LogiCoy agree as follows:

## 1. DEFINITIONS.

**"Affiliate"** means any entity that directly, or indirectly, is controlled by, is under common control with, or controls, a party. "Control" means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights, or ownership or exercise of other right or powers entitling the holder thereof to direct, cause the direction of, or to manage the business of such entity.

**"Analytics"** means information and analysis services provided by LogiCoy via the EHR Link Service or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

**"Authorized Entities"** means Licensee or appropriate Licensee Employees who do not provide patient care but who meet all applicable Requirements and who properly authenticate to the applicable PMP, as required, to facilitate the provision of PMP Data to Authorized Users, or perform administrative or technical functions in connection with the EHR Link Service or PMP Data, all in accordance with the terms of this Agreement, the Requirements, and applicable law.

**"Authorized Users"** means pharmacists or health care practitioners within Licensee's organization or health care entities that have a member or client relationship with Licensee, which is described in a valid agreement between such practitioners or entities and Licensee, and that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements.
2. Are validly licensed.
3. Are validly authorized by the Licensee to access PMP Data in accordance with applicable law.
4. Are authorized by their current patient, as applicable, to access or use PMP Data.
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

**“Confidential Information”** means non-public information including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of LogiCoy includes, without limitation, the EHR Link Service, all software provided with or utilized by the EHR Link Service, the Analytics, and all algorithms, methods, techniques and processes related thereto. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the recipient without reliance in any way on the Confidential Information; (e) under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which may be separately executed; or (e) is not protected health information, as defined herein, but is defined under applicable law as personal data or personally identifiable information or the like, such as an individual’s name and the corresponding social security number, driver’s license number, or financial account number, in which case the receiving party agrees to securely maintain such personal data during the term of this Agreement and following its termination if such data is permitted to be retained, to not use or disclose such personal data except as permitted under the terms of this Agreement or as specifically authorized by the individual about whom such data pertains, and to comply with laws applicable to such personal data including but not limited to breach notification and disposal requirements.

**“Documentation”** means the user, installation, technical, and training publications delivered by LogiCoy as available in conjunction with the EHR Link Service.

**“Employee”** means an employee of each party, including contractors engaged to augment staff and/or perform duties traditionally performed by employees under such party’s direct supervision.

**“EHR Link Service”** means the EHR Link application programming interface (API), which is a data communication service that is owned by LogiCoy and, in conjunction with Third Party Material(s), facilitates the transmission of requests for, and retrieval of, controlled substance prescription related services and information, including, as applicable, PMP Data from participating PMPs and/or certain Analytics for Authorized Users. The EHR Link Service includes Third Party Material(s) that LogiCoy utilizes in connection with providing the EHR Link Service. For purposes of clarity the EHR Link Service shall include EHR Link App.

**“Home State PMP”** means the PMP of the state in which the Authorized Entity or the Authorized User is physically located.

**“NABP”** means the National Association of Boards of Pharmacy.

**“EHR Link App”** means: (i) the web-based substance use disorder management software product consisting of advanced risk Analytics, data, and related resources that is expressly marketed and sold by LogiCoy under the EHR Link App brand (including any applicable fixes, updates, or upgrades) as (collectively, the “EHR Link App Software”); (ii) any materials generated or provided through use of the EHR Link App Software relating to prescription medication history or monitoring (including, without limitation, the PDMP Risk Indicator and PDMP Report); and (iii) any Documentation that LogiCoy makes generally available for the EHR Link App Software (the “Documentation”).

**“Order Form”** means the document executed by both parties by which Licensee orders EHR Link Service and Service Information provided by LogiCoy. The Order Form is attached to and incorporated into this Agreement as Exhibit A.

**“Requirements”** means applicable laws and/or rules established, from time to time, by a state related to its PMP including, but not limited to, PMP access or permitted use(s) of PMP Data, by the federal government, and/or rules issued by LogiCoy related to the EHR Link Service.

“Requirements” may relate to one or more state PMPs, as the context requires.

**“Service Information”** means data that is input, transmitted, or output via the EHR Link Service, including but not limited to user data, search criteria, PMP Data, and Analytics reports, and any other controlled substance prescription related data provided by LogiCoy.

**“Third-Party Material(s)”** means any information, services, software, or goods provided, manufactured or created by a party other than LogiCoy and that LogiCoy licenses or utilizes with permission.

## 2. LICENSE AND USE RESTRICTIONS.

### 2.1 License Grant. Subject to the terms, conditions and restrictions set forth in this Agreement,

LogiCoy grants to Licensee a limited, non-exclusive, non-transferable license to use the EHR Link Service and solely for internal use by Licensee and its Authorized Entities or Authorized Users. Any rights not expressly granted in this Agreement are expressly reserved. Use of the EHR Link Service or Service Information constitutes the Licensee’s agreement to be bound by the terms of this Agreement. Licensee shall only use the Service Information to assist an Authorized Entity or Authorized User in his or her professional health care decision-making with respect to a specific patient encounter at the site(s), if any, listed in Exhibit A; provided,

however, that Licensee agrees and acknowledges that under no circumstance shall the Service Information replace an Authorized Entity’s or Authorized User’s professional judgment.

2.2 Restrictions. Except as otherwise expressly set forth in Exhibit A, Licensee shall not, or permit any third party to, directly or indirectly: (a) reverse engineer, disassemble, or decompile the EHR Link Service or any portion thereof; (b) sublicense, rent, lease or otherwise transfer the EHR Link Service, or any portion thereof; (c) use the EHR Link Service for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark tests run on the EHR Link Service; (e) attempt to circumvent or render inoperative any usage restriction features contained in the EHR Link Service; (f) remove, obscure, alter, or move LogiCoy' and its licensors' proprietary notices or other notices on the EHR Link Service or Documentation; or (g) to modify or alter any scores, reports, or information provided via Analytics products, including EHR Link App.

2.3 State Determinations. Licensee acknowledges that each state determines whether Authorized

Entities or Authorized Users may access or utilize the state's PMP Data through the EHR Link Service. Licensee agrees to provide the required information, affirmations, and agreements to LogiCoy and/or the applicable state(s) so that the state(s) may make such determinations. LogiCoy may provide any information it receives under this Section 2.3 to the applicable state(s). Further, the authorization granted by LogiCoy when directed by a state PMP to enable Authorized Entities or Authorized Users to access or use the EHR Link Service or Service Information does not constitute an endorsement by LogiCoy or its licensors of such Entities or Users, or the services or products provided by such Entities or Users including, but not limited to, medical services, pharmacy services, or quality of care.

2.4 Access and Use Policies. Licensee will maintain and enforce policies and procedures to limit access and use of the EHR Link Service and Service Information as follows:

- (i) Only Authorized Entities or Authorized Users may access or use the EHR Link Service;
- (ii) Authorized Entities may only access or use the EHR Link Service and Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Authorized Users may only access or use the EHR Link Service and patient-related Service Information in accordance with the terms and conditions of this Agreement;
- (iv) Licensee shall provide proper training to its Authorized Entities and Authorized Users on accessing and using the EHR Link Service and Service Information;
- (v) Licensee shall ensure that EHR Link Service and Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and



(vi) Copies of said policies and procedures shall be provided upon request of a state or LogiCoy.

- 2.5 Use of Service Information. Licensee shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Service Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the Service Information.
- 2.6 Credentialing and Validation. Licensee shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the EHR Link Service or Service Information, and Employees and contractors who do not provide patient care but who seek to access or use the EHR Link Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of Licensee must prevent delegates from accessing the EHR Link Service and Service Information.
- 2.7 Responsibility for Use. Licensee shall be responsible if use of or access to the EHR Link Service is improper or illegal or otherwise does not conform to the terms of this Agreement. LogiCoy is not responsible for any access or use of the EHR Link Service or Service Information by Licensee, Authorized Entities, Authorized Users, or any of Licensee's users, pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.
- 2.8 Processes. Licensee is responsible for adopting and enforcing reasonable processes designed to confirm Authorized Entities, Authorized Users, and others comply with applicable law and Requirements to access, use, and maintain the security of the EHR Link Service and Service Information. Licensee shall be responsible for its and its Employees', staff's, contractors', and affiliates' compliance with the terms of this Agreement.
- 2.9 Complaints. Licensee agrees to promptly investigate all complaints and claims that a Licensee Employee, agent, contractor, or affiliate failed to comply with laws or rules applicable to Service Information or failed to comply with any Requirement for access or use of the EHR Link Service or Service Information. Licensee agrees to promptly report the results of its investigation to LogiCoy, its Home State PMP, and any requesting state.
- 2.10 Investigations. Licensee is responsible for investigating all complaints and claims that an

Authorized User or Authorized Entity failed to comply with laws or rules applicable to the EHR Link Service or Service Information or any Requirement for access or use of Service Information.

Licensee acknowledges that states may have the authority to investigate, take action, sanction, or discipline those who improperly access or use the EHR Link Service or Service Information, including but not limited to Authorized Entities or Authorized Users. Licensee agrees to promptly report the results of its investigation to LogiCoy, its Home State PMP, and any requesting state.

- 2.11 Point of Contact. Licensee is responsible for designating a contact person(s) to assist LogiCoy or a state if there are questions about use of the EHR Link Service.
- 2.12 Compliance with Law. Licensee is responsible for compliance with all local, state, and federal laws and rules applicable to PMP Data, personally identifiable information, and health information organizations including, but not limited to, confidentiality, security, registration and licensure requirements.
- 2.13 Notification of Termination by PMP. Licensee agrees to notify LogiCoy within five days of a state terminating Licensee's, access to a PMP, or any Authorized Entities' or Authorized Users' access to a PMP, to the extent that Licensee has knowledge of it. Failure to so notify LogiCoy is considered a material breach of this Agreement. Licensee warrants that it is not currently under formal investigation, indictment, or prosecution, and has not been convicted, disciplined, or sanctioned over the last five years by any governmental entity or self-regulation program for violation of any government statutes, rules, or regulations under or related to health care, drugs, or criminal acts. Licensee agrees to inform LogiCoy and the state PMPs if it becomes the subject of an investigation, indictment, prosecution, conviction, or disciplinary or sanction order, within 10 days of learning of such investigation, indictment, prosecution, conviction, or order.
- 2.14 Certificate of Authority. Upon LogiCoy or state request, Licensee agrees to provide a copy of its state-issued certificate of authority to operate as a Licensee, whether temporary or full, if Licensee is required to obtain such a certificate or authorization. If such a certificate is not yet available, Licensee agrees to provide a copy of its application upon request.
- 2.15 Conduct. Licensee shall not, and shall ensure Licensee Employees, agents, contractors, affiliates, Authorized Entities, and Authorized Users do not engage in unlawful, objectionable, or malicious conduct or activities related to the EHR Link Service, the EHR Link Service servers, or Service Information including, but not limited to, the transmission or distribution of viruses, computer worms, Trojan

horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; the unauthorized entry to any other machine accessible via the EHR Link Service; the unauthorized submission or transmission of data or material protected by a proprietary right of a third party; or the submission of otherwise objectionable information, material, or communications.

2.16 Documentation. Licensee shall comply with all requirements specified in the Documentation concerning access to the Service Information and use or display of Service Information.

2.17 Certification. On LogiCoy' request, but not more than once per year, Licensee shall furnish LogiCoy with a signed certification verifying that Licensee's use of the EHR Link Service is in accordance with the terms and conditions of this Agreement.

### **3. SERVICE LEVEL STANDARDS**

Support for the EHR Link Service will be provided by using commercially reasonable efforts and subject to the terms of this Agreement and LogiCoy' support policies as modified by LogiCoy from time to time following prior written notification to Licensee.

### **4. PAYMENT.**

4.1 Fees. Licensee shall pay to LogiCoy the fees set forth in Exhibit A. Unless otherwise provided in Exhibit A, all fees are due upon the Effective Date, and are payable to LogiCoy within thirty (30) days of the date set forth on each invoice issued by LogiCoy without set-off, deduction or other withholding. The fees set forth in Exhibit A are non-cancelable and nonrefundable. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) 1.5% per month; or (b) the maximum amount allowed by applicable law. Licensee agrees to pay to LogiCoy all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by LogiCoy to collect payments due. If any invoice is not paid when due, LogiCoy may upon five (5) days prior written notice disable Licensee's ability to use the EHR Link Service until payment is made in full.

4.2 Taxes. Licensee is liable for any and all sales, use, excise, value added, GST (goods and services tax), customs fees, or other similar taxes to be paid by either party in connection with this Agreement, including withholding taxes arising from international transactions LogiCoy must pay. If Licensee is exempt from the payment of any such taxes, Licensee must provide LogiCoy with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, LogiCoy will invoice Licensee for and Licensee will pay to LogiCoy all such taxes. Subject to the foregoing, LogiCoy shall be solely responsible for all taxes based on its income.

4.3 CPI. Except as otherwise provided in Exhibit A, commencing with the second year of the Initial Term and continuing thereafter, the annual license fees set forth in Exhibit A shall automatically increase by the greater of (i) five percent (5%); or (ii) CPI, where CPI means, at the time of escalation calculation, the percentage increase in the United States Consumer Price Index for all Urban Consumers for All Items, not seasonally adjusted, for the most recent twelvemonth period (the "CPI Increase").

## **5. PROPRIETARY RIGHTS.**

5.1 Ownership. "LogiCoy Property" means all of the following: (i) the EHR Link Service, the Analytics, EHR Link App and the Documentation related thereto (but excluding the PMP Data); (ii) any deliverables and/or work product developed while providing the EHR Link Service, EHR Link App or the Analytics; and (iii) enhancements, modifications or derivative works to the EHR Link Service, the Documentation, EHR Link App or the Analytics. Subject only to the licenses expressly granted in this Agreement, as between LogiCoy and Licensee, LogiCoy shall be the sole owner of all intellectual property rights in and to the LogiCoy Property, regardless of whether perfected or recognized under applicable law. Third-Party Materials, including any enhancements, modifications, or derivative works, are and shall remain the exclusive property of LogiCoy' suppliers or licensors. LogiCoy may utilize all ideas, suggestions and feedback, or the like that Licensee provides to LogiCoy or otherwise makes with respect to the LogiCoy Property without any obligation to Licensee. To the extent that Licensee has or later obtains any intellectual property rights in and to the LogiCoy Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Licensee hereby disclaims such rights, and assigns and transfers such rights exclusively to LogiCoy, and agrees to provide reasonable assistance to LogiCoy to give effect to such assignment and to protect, enforce and maintain such rights.

5.2 Protection of Confidential Information. Each party may furnish the other party with Confidential Information. Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement, or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party's Confidential Information, to Affiliates and Employees with a need-to-know and who have been advised of and have agreed in writing to maintain the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement; provided, however, that Licensee will obtain LogiCoy' prior written consent before disclosing any LogiCoy Confidential Information to any third party. Each party shall provide the other party with copies of any such nondisclosure agreements upon written request. Each party shall be

liable for any breach by any Employee, Affiliate, or third party consultant of the confidentiality obligations contained herein.

5.3 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

5.4 Return of Information. With the exception of data submitted to the EHR Link Service by users, Internet Protocol addresses, and other user-related information, which LogiCoy will securely retain for System administration and legal purposes following termination of the Agreement, upon termination of this Agreement, the receiving party agrees to promptly deliver to the disclosing party, in a secure and confidential manner, all written materials that are derived from, contain, or reflect any and all Confidential Information (including all copies and reproductions). The disclosing party may elect to authorize receiving party to destroy such written materials, and/or any electronic materials containing Confidential Information, in a secure and confidential manner, in which case the receiving party agrees to provide written confirmation to the disclosing party of its compliance herein.

5.5 De-Identified Data. Upon a reasonable request by LogiCoy, Licensee agrees to provide aggregated or de-identified data, as defined by the Health Insurance Portability and Accountability Act and its rules, in connection with Licensee or one or more Authorized Users' use of the EHR Link Service or Service Information, to the extent such data is tracked or collected by Licensee, in order for LogiCoy to provide such information to a state, enhance its services, and/or for LogiCoy' and/or NABP's use for research purposes. For example, Licensee may provide data regarding the number of patients who visited an Authorized User, such as a hospital, practice, prescriber, and/or pharmacy, whose PMP Data was accessed through the EHR Link Service, whether Licensee requires prescribers or dispensers to access the EHR Link Service, and/or whether a controlled substance prescription was issued or dispensed to such patients.

## **6. DISCLAIMER OF WARRANTIES.**

LOGICOY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EHR LINK SERVICE OR THE SERVICE INFORMATION, OR ANY SUPPORT OR OTHER SERVICES PROVIDED BY LOGICOY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND LOGICOY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. LOGICOY DOES NOT WARRANT THAT: (a) THE EHR LINK SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL EHR LINK SERVICE ERRORS CAN BE

CORRECTED; (c) THE EHR LINK SERVICE MEETS ALL OF LICENSEE'S BUSINESS REQUIREMENTS; OR (d) THE PMP DATA OR ANALYTICS ARE COMPLETE.

ACCURATE OR ERROR-FREE. LICENSEE ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE EHR LINK SERVICE FOR ITS REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT PMP DATA IS PROVIDED BY THE PMPs. NEITHER LOGICOY NOR ITS LICENSORS SHALL HAVE ANY LIABILITY IN THE EVENT THAT A PMP DENIES LICENSEE'S REQUEST TO ACCESS PMP DATA OR REVOKES LICENSEE'S ACCESS TO PMP DATA, OR IF PMP DATA IS UNAVAILABLE FOR ANY REASON. LICENSEE ACCEPTS THE PMP DATA AND ANY PRESCRIPTION HISTORY SERVICES BASED ON THE PMP DATA ON AN "AS IS" "AS AVAILABLE" BASIS.

## **7. INDEMNIFICATION**

7.1 Indemnification by Licensee. Licensee shall indemnify and defend LogiCoy and NABP, and each of their respective officers, directors, employees, members, contractors, parents, subsidiaries, and affiliates, (the "LogiCoy Parties") against any third party claim, including costs and reasonable attorneys' fees, in which any of the LogiCoy Parties are named as a result of: (a) the exercise or practice of any right granted hereunder; (b) the breach of any material term or condition of this Agreement by Licensee, Licensee employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (c) any access or use of the EHR Link Service or Service Information by Licensee, any user of Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (d) any medical services, products or medication offered or sold by Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (e) any act or omission of negligence or willful misconduct of Licensee or its affiliates; or (f) violations of applicable law or the Requirements by Licensee, Authorized Entities, or Authorized Users, in connection with the performance of this Agreement, including access or use of PMP Data.

7.2 Indemnification by LogiCoy. LogiCoy shall indemnify and defend Licensee against any claim brought against Licensee by third parties alleging the use of the EHR Link Service: (a) infringes a patent, copyright or trademark registered to the extent Licensee's use of the EHR Link Service is consistent with the terms herein; or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided that (i) Licensee gives LogiCoy prompt notification in writing of any such Infringement Claim and reasonable assistance, at LogiCoy's expense, in the defense of such Infringement Claim; and (ii) LogiCoy has the sole authority to defend or settle such Infringement Claim as long as such settlement shall not include a financial obligation on Licensee. If an Infringement Claim is or, in LogiCoy's reasonable belief,

is likely to be asserted, (a) LogiCoy may require Licensee to discontinue use of the applicable EHR Link Service immediately; and (b) LogiCoy will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the EHR Link Service; (ii) modify the EHR Link Service to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by LogiCoy in its sole discretion, terminate this Agreement or any Order Form, in whole or in part, and pay to Licensee a pro rata refund of any unearned, prepaid fees for the EHR Link Service covering the period of time remaining in the Term of the license during which Licensee was, as a

result of LogiCoy' termination, unable to use the EHR Link Service ("Unearned Fees"). THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF LOGICOY TO LICENSEE, AND ARE LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

## **8. LIMITATIONS OF LIABILITY.**

8.1 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b) BREACH OF LOGICOY INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b) BREACH OF LOGICOY INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT.

8.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT LOGICOY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

NOTWITHSTANDING THE FOREGOING, SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

## **9. TERM AND TERMINATION.**

9.1 Term. Licensee's license to use the EHR Link Service will commence on the Effective Date and shall remain in effect for the service term set forth in Exhibit A (the "Initial Term"). Thereafter, Licensee's license to use the EHR Link Service shall automatically renew for successive one (1) year terms (each, a "Renewal Period"), unless notice of non-renewal is given by either party no less than thirty (30) days before the expiration of the Initial Period or the current Renewal Period. The Initial Term together with all applicable Renewal Periods shall be the "Term."

9.2 Termination. In addition to any other remedy available to LogiCoy under this Agreement, either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on its business. Termination of a contract between Licensee and a state related to the state PMP or termination of

Licensee's access to state PMP Data automatically results in termination of this Agreement without notice and without any penalty to LogiCoy or obligation of LogiCoy to refund any fees paid by Licensee.

9.3 Early Termination by LogiCoy. Licensee acknowledges that the functionality of the EHR

Link Service depends on LogiCoy's ability to sufficiently access PMP Data or Third Party Materials. LogiCoy reserves the right to terminate this Agreement at any time upon 30 days advance notice to Licensee if Third Party Materials needed to provide the EHR Link Service become unavailable to LogiCoy or, in its sole discretion, LogiCoy determines that the functionality of the EHR Link Service is materially impaired due to insufficient availability or unavailability of PMP Data. In the event of such termination by LogiCoy, LogiCoy shall refund any Unearned Fees to Licensee.

9.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all amounts due and owing by Licensee to LogiCoy under Exhibit A will be immediately payable, and LogiCoy shall be entitled to retain any and all fees paid by Licensee; (b) use of the EHR Link Service will immediately cease; and (c) all of LogiCoy's obligations concerning such EHR Link Service will cease. Within thirty (30) days of the expiration, Licensee shall destroy all copies of the applicable Documentation, any other Confidential Information, whether such Confidential Information is LogiCoy's or a third party's, and will certify to LogiCoy that all copies have been destroyed.



9.5 Survival. The terms of this Agreement that, by their nature should survive termination, shall survive termination, including, without limitation, the provisions concerning protection of Confidential Information, Proprietary Rights, Disclaimer of Warranties, Indemnification and Limitations of Liability.

## **10. GENERAL PROVISIONS.**

10.1 Assignment. Neither this Agreement, nor any rights, duties or obligations set forth herein, may be assigned, sublicensed, or otherwise transferred by Licensee, in whole or in part, whether directly or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of LogiCoy, and any attempt to do so without the express prior written consent of LogiCoy shall be deemed void. LogiCoy' consent may be conditioned upon payment by Licensee of a transfer, assignment or other fee, and such condition shall not be deemed unreasonable.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of its obligations with respect to LogiCoy' proprietary rights will cause irreparable injury to LogiCoy and will entitle LogiCoy to seek injunctive or other equitable relief.

10.3 Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or LogiCoy' intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then seek legal remedies. All negotiations pursuant to this Section will be deemed Confidential Information and treated as compromise and settlement negotiations.

10.4 Independent Contractors. Nothing in this Agreement or in the course of dealing between LogiCoy and Licensee shall be deemed to create between LogiCoy and Licensee a partnership, joint venture, association, employment relationship co-ownership or any other relationship other than an independent contractor relationship. Nothing in this Agreement or in the course of dealing between LogiCoy and Licensee shall be deemed to empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as entitled to do the same.

- 10.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated, as the case may be, and the remainder shall be enforced and construed as if the provision had been included as modified or as if it had not been included, as the case may be.
- 10.6 Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver on any other occasion or of any other provision.
- 10.7 Counterparts. This Agreement and Exhibit A may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument.
- 10.8 Insurance. Each party shall maintain, during the term of this Agreement, the following insurance: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with a limit of \$1,000,000 per occurrence; (c) general liability insurance, which insurance shall include bodily injury, personal injury, property damage, contractual liability and completed operations/products liability coverage, and shall be written on an occurrence basis with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and (d) errors and omissions insurance with a combined single limit of \$1,000,000 per occurrence and in the aggregate. Each party shall provide for the other party additional insured status under the general liability insurance required hereunder, to the extent of each party's indemnification obligations hereunder, and such general liability insurance shall be primary to any insurance which each party maintains, but only to the extent of the additional insured status. Each party shall cause the insurance required hereunder to include a waiver of subrogation in favor of the other party. Upon the written request, each party shall provide the other party with a certificate of insurance evidencing the insurance required hereunder. Each party shall maintain the insurance required hereunder at their own cost and expense and shall maintain such insurance in full force and effect during the term of this Agreement and for one (1) year after the expiration or termination of this Agreement.
- 10.9 Publicity. LogiCoy shall have the right to identify Licensee as a customer of LogiCoy as part of LogiCoy' marketing efforts, including customer lists and press releases.
- 10.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California in Los Angeles County, without giving effect to its choice of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of state courts of the state of California in Los Angeles County. The

parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.11 Restricted Rights. The EHR Link Service and any accompanying documentation has been developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.22719(c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the EHR Link Service with only those rights set forth herein, including, without limitation, the following: with the exception of Third Party Materials, which require the prior written consent of an authorized officer of the individual respective owners, EHR Link Service may be transferred to the U.S. government only with the prior written consent of an officer of LogiCoy and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.12 Export Control Notice. Licensee agrees not to disclose, use, export or re-export, directly or indirectly, the EHR Link Service, any information provided by LogiCoy, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations with a limit of \$1,000,000 per occurrence. Licensee acknowledges its obligation to comply with all applicable export control laws in its use, export or re-export of the EHR Link Service. Licensee shall defend, indemnify, and hold LogiCoy and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws.

10.13 Audit Rights. In addition to Licensee's obligations under Section 2.7 above, Licensee shall maintain books and records applicable to compliance with the terms of this Agreement for at least three years following the end of the calendar year to which they pertain. LogiCoy shall have the right during the term of this Agreement and for up to one (1) year after the termination of this Agreement, upon reasonable written notice and during normal business hours, to audit and inspect such books and records of Licensee in order to verify compliance with the terms of this Agreement. If an audit reveals Licensee is utilizing the EHR Link Service in a manner not permitted by this Agreement, Licensee agrees to take, at Licensee's expense, all reasonable corrective action requested by LogiCoy.

10.14 Notices. All notices or other communications must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); or (b) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed to the appropriate address set forth on the first page of this Agreement (or to such other address as a party may designate by written notice to the other party). All notices to LogiCoy shall be addressed to the attention of LogiCoy' Chief Financial Officer with a copy delivered to LogiCoy' General Counsel.

10.15 Force Majeure. Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond the reasonable control of the party seeking protection under the terms of this Force Majeure Section including, without limitation, acts of God, labor disruption, war, terrorist threat, unavailability of PMP Data, unavailability of Third Party Materials, equipment or software malfunction or failure of a general nature (e.g., failure of Windows® Operating System or software, the Internet, or similar type of failure), electrical or communications outages, or government action ("Force Majeure Events"); provided that if either party is unable to perform its obligations for one of the foregoing reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.16 Entire Agreement. This Agreement shall be the complete agreement and understanding between the parties and replace any prior oral or written communications between the parties related thereto, including but not limited to, any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to LogiCoy regardless of any statement to the contrary contained in any such purchase order or document. In the event of any conflict or discrepancy between the terms and conditions set forth in Exhibit A and the provisions herein, shall control.

**LICENSEE**

**LogiCoy INC**

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

**Exhibit A**

**ORDER FORM**

Name:

Address:

Contact Name and Title:

Phone:

Fax:

E-Mail:

Organization or Pharmacy ID#:

**LICENSEE ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name:

Billing Address: [subscriber address]












Phone:

Fax:

E-Mail:

Created:	2021-10-14
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMRwj8nC0LXjmu8L_So4dbi4L_XYq61Wp

## "LogiCoy" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)  
2021-10-14 - 6:21:34 PM GMT- IP address: 216.235.106.129
-  Document emailed to Marvin E. Campbell (mcampbell@squaxin.us) for signature  
2021-10-14 - 6:22:30 PM GMT
-  Email viewed by Marvin E. Campbell (mcampbell@squaxin.us)  
2021-10-14 - 6:28:38 PM GMT- IP address: 216.235.106.129
-  Document e-signed by Marvin E. Campbell (mcampbell@squaxin.us)  
Signature Date: 2021-10-14 - 6:28:54 PM GMT - Time Source: server- IP address: 216.235.106.129
-  Document emailed to Patrick Braese (pbraese@squaxin.us) for signature  
2021-10-14 - 6:28:57 PM GMT
-  Email viewed by Patrick Braese (pbraese@squaxin.us)  
2021-10-14 - 6:29:08 PM GMT- IP address: 174.246.49.250
-  Document e-signed by Patrick Braese (pbraese@squaxin.us)  
Signature Date: 2021-10-14 - 6:33:53 PM GMT - Time Source: server- IP address: 174.246.49.250
-  Document emailed to Charlene Krise (ckrise@squaxin.us) for signature  
2021-10-14 - 6:33:56 PM GMT
-  Email viewed by Charlene Krise (ckrise@squaxin.us)  
2021-10-14 - 6:45:12 PM GMT- IP address: 216.235.106.129
-  Document e-signed by Charlene Krise (ckrise@squaxin.us)  
Signature Date: 2021-10-14 - 6:45:19 PM GMT - Time Source: server- IP address: 216.235.106.129
-  Agreement completed.  
2021-10-14 - 6:45:19 PM GMT