



Lane Terms for Clinisys Customers (SaaS)

Dura Lane, LLC (“Lane”) has authorized Clinisys, Inc. f/k/a Sunquest Information Systems, Inc. (“Clinisys”) to use Lane’s facsimile transmission and management software and online services (the “Lane Technology”) as part of Clinisys’ online information technology suite of services for healthcare providers (the “Clinisys Offering”). Clinisys’ customers that have purchased a Clinisys Offering that includes the Lane Technology (each a “Customer”) are authorized to use the Lane Technology subject to the following terms, conditions, and restrictions (the “Terms”).

1. Privacy, Security.

1.1 Lane Obligations. Lane and Clinisys have signed a HIPAA-compliant Business Associate Addendum covering Customer’s use of the Lane Technology to transmit and manage protected health information. Lane shall comply with the data privacy laws and regulations of the United States and each State of the United States, including the California Consumer Privacy Act (the “CCPA”) as applicable to processors of personal data (or “service providers” as that term is defined in the CCPA). Specifically, but without limitation, Lane shall not sell Customer’s personal data, as those terms are defined in the CCPA.

1.2 Customer Obligations. Customer must use reasonable measures to control access to the Lane Technology, such as requiring each individual user to have a separate username and password, requiring each user to establish a reasonably complex password and maintain the password in confidence, requiring staff to complete information technology security training that includes “phishing” training, and implementation of reasonable anti-malware protection and other industry standard information technology security measures.

1.3 Disclaimers. Customer acknowledges that although Lane uses encryption and other security measures to protect Customer’s information, Lane cannot fully guaranty the security of information transmitted over the Internet or stored on an Internet-connected environment. Customer acknowledges that Lane’s encryption for the Internet portion of any transmission does not cover the part of the transmission that originates or terminates on facsimile equipment or that is made other than via Internet Protocol, such as the part of a transmission that may occur on legacy telephone systems.

2. License. The Lane Technology is provided on a non-exclusive basis for a limited term as stated in the Customer’s agreement with Clinisys. The license is worldwide subject to applicable export laws. The license may not be transferred or assigned except as part of an assignment permitted by Section 6 (Assignment). Customer may use the Lane Technology only for its internal business purposes and not to provide services to others. Customer may not use the Lane Technology other than as part of its use of Clinisys’ online services by means of the interface that is part of the Clinisys Offering. Customer may not reverse engineer, decompile, or disassemble the Lane Technology except as permitted by applicable law notwithstanding this limitation and then on at least thirty (30) days advance written notice to Lane. Customer may not modify or create derivative works of the Lane Technology. Customer may not use the Lane Technology for the purpose of developing a competing technology. Customer may not publish any benchmarking or other performance analysis of the Lane Technology without Lane’s advance

written consent. Customer may not make copies of the Lane Technology except as to user documentation, as reasonably incident to Customer's permitted use of the Lane Technology. Customer may not remove any copyright or other proprietary rights notices that appear on or within the Lane Technology. Customer may not use the Lane Technology in any situation where failure or fault of the Lane Technology could lead to death or serious bodily injury of any person or damage to tangible property or environmental damage.

3. Support. Clinisys is responsible for providing support to Customers. Lane has no obligation to respond to Customer support requests.

4. Suspension. Lane may suspend Customer's access to the online services as necessary to address a material security, operational, or compliance risk, or for Customer use of the services in violation of law or industry norms for acceptable use.

4. Warranties. Any warranties covering the Lane Technology are made by Clinisys. As between Lane and the Customer, the Lane Technology is provided **AS IS**. Lane makes no warranty or representation whatsoever to Customer regarding the Lane Technology and expressly **disclaims any implied warranties, such as any implied warranty of merchantability, fitness for a particular purpose or non-infringement.**

5. Limitations on Damages. **None of Lane or its affiliates, or its or their officers, directors, owners, members, managers, employees, personnel, licensors, suppliers, distributors, resellers, or subcontractors (the "Lane Persons") shall be liable to Customer for any indirect, special, incidental, or consequential loss or damage of any kind, or for any lost profits, revenue, business opportunities, use of data, customers, contracts, goodwill or reputation, or for any punitive or exemplary damages arising from the subject matter of these Terms; and in no event shall the liability of any of the Lane Persons in connection with the subject matter of these Terms exceed, in the aggregate, the total amount paid or payable to Lane by Clinisys for the services from which the claim arose for the twelve (12) months immediately preceding the event (s) that gave rise to the claim.** The limitations stated in this Section apply to any liability arising from any cause of action, including tort, commercial code, strict liability, or otherwise, **even if a limited remedy fails of its essential purpose.** Nothing in this Section precludes a party from seeking specific enforcement, injunctive relief, or other non-monetary equitable remedy that is available by law. If these limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

6. Assignments. Customer may not assign these Terms without Lane's prior written consent except as part of a transfer of all or substantially all of Customer's assets.

7. Force Majeure. Lane is not responsible for a failure of the Lane Technology if the failure is due to an event beyond Lane's reasonable control, such as significant failure of a part of the power grid, failure of



the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

8. Governing Law, Venue. These Terms are governed by the laws of the State of Texas and the United States of America, as applicable, excluding any law that require the application of the law of a different jurisdiction. Each of Lane and Customer agree that it shall bring any lawsuit or other legal action related to these Terms in the State or Federal courts sitting in Bexar County, Texas. Neither party shall dispute the personal jurisdiction of such courts, and each party waives any objection it may have as to the venue of such court. **To the extent permitted by applicable law, each of Customer and Lane waive the right to a trial by jury in respect of any litigation arising out of the subject matter of these Terms.**

9. Miscellaneous. Lane Technology is licensed and not sold; except for the rights expressly granted in these Terms Lane reserves all right, title, and interest in and to the Lane Technology. No rights in intellectual property may arise by implication or estoppel. If there is a conflict between the terms of these Terms and the Customer's agreement with Clinisys, these Terms will control as to the Lane Technology. Nouns stated in the singular may imply the plural as indicated by the context, and pronouns that are gender specific should be read to refer to either gender. The Section captions in these Terms are for convenience only; they are not part of these Terms and should not be used to interpret the terms of these Terms. References to sections in any of the documents that comprise these Terms are references to the sections of the document in which the references appear unless otherwise indicated. These Terms may be amended only by a written agreement signed by both parties that expressly refers to these Terms. The pre-printed terms of Customer's purchase order or other business form are void and of no effect whatsoever. If any part of these Terms is found unenforceable, the rest of these Terms will continue in effect and the unenforceable part shall be reformed to the extent necessary to make it enforceable consistent with the business interests underlying the Terms. Each party may enforce its respective rights under these Terms even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. Nothing in these Terms creates an obligation of exclusivity or non-competition. Each party is free to purchase and sell services of the type described in these Terms to any person, including competitors of the other party. Except as expressly stated otherwise, there are no third-party beneficiaries to these Terms.