

By signing an Order Form (as defined below) with Convercent, Inc. (“Convercent”) that references this Master Service Agreement (the “Agreement”), the customer identified in the Order Form (“Customer”) agrees to be bound by the terms and conditions of this Agreement.

1. Services.

- 1.1. Order Forms. During the Term, and subject to the terms and conditions of this Agreement and Customer’s payment of all applicable Fees, Convercent will provide to Customer the Services identified in one or more Order Forms executed by both parties (each, an “Order Form”). Order Forms are incorporated by reference into this Agreement, but to the extent of any conflict between this Agreement and an Order Form, the Order Form shall control. The “Services” shall consist of the products and modules provided via a Convercent website and/or mobile application, all user documentation, information and materials contained within such products or modules, and related support, professional services and other services provided by Convercent as explicitly identified in one or more Order Forms. Customer shall not use the Services beyond the limitations set forth in an Order Form.
- 1.2. Use of the Services. Customer may use the Services ordered by Customer solely for Customer’s internal business purposes. Customer is solely responsible for (a) all actions or omissions of Customer or its authorized Services users in connection with the Services, whether or not authorized by Customer; (b) configuring the Services for Customer’s use; (c) granting authority for use of the Service within Customer’s organization, and providing user name and password access instructions securely through the Service; (d) providing for and maintaining any systems, software, hardware, web browser and Internet service necessary to access and use the Services, including current versions of web browser programs supported by Convercent; and (e) establishing, managing, maintaining, and supporting access rules, incident reporting protocols, authorization of Customer representatives to receive incident reports and communications and any other distribution rules regarding the Services or information contained therein.
- 1.3. Restrictions. Customer and its employees or representatives shall not (a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Services; (b) copy, distribute, encumber, sell, rent, lease, sublicense, loan, or otherwise transfer rights to the Services, or otherwise permit any third party to use the Services or use the Services on behalf of or for the benefit of any third party; (c) use, evaluate or view the Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Services; or (d) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Services.
- 1.4. Additions to the Services. Convercent may from time to time in its discretion make available to its customers one or more optional products, modules or features for the Services, which require additional one-time or recurring fees. The Services as defined herein shall include only those additional fee-bearing products, modules or features that are ordered by Customer pursuant to an Order Form. Customer will be under no obligation to subscribe to such optional products, modules or features. Customer may submit written incident reports online through the Services in English or in another supported language indicated within the Services. Translation of written incident reports and other documents submitted in languages not then supported by Convercent shall be subject to additional fees.

2. Intellectual Property Ownership and Licenses.

- 2.1. The Services. The Services and all components thereof are licensed, not sold. Convercent and its suppliers exclusively own and retain all rights, title, and interest in and to the Services (including software, user interface designs, and documentation) and all additions and modifications to the Services, including all Intellectual Property Rights therein. Convercent hereby grants to Customer a non-exclusive, non-sub-licensable and non-transferable right and license during the Term of the applicable Order Form to use all Services components ordered by Customer, solely in accordance with the terms of this Agreement. If Customer provides any materials, feedback, comments, or ideas to Convercent regarding the Services, including suggesting or recommending changes, features, functionality or improvements to the Services, (“Feedback”), Customer hereby assigns and agrees to assign to Convercent all right, title and interest worldwide in and to the Feedback and the related intellectual property rights.
- 2.2. Customer Data. “Customer Data” means all data, information, reports, policies, and other content imported to the Services or otherwise provided to Convercent or its contractors by or for Customer in connection with Customer’s use of the Services, and all data and information received by or for

Customer from Customer's use of the Services. Customer exclusively owns and retains all rights, title and interest in and to the Customer Data and all Intellectual Property Rights therein, except for pre-existing Services components contained in such Customer Data (e.g., incident report templates). Customer hereby grants to Convercent and its authorized representatives and contractors a non-exclusive and non-transferable right and license to use, process, store, and transmit, and disclose Customer Data solely to provide the Services to Customer and fulfill other obligations described in this Agreement. Customer further authorizes Convercent to aggregate Customer Data with similar data from other Convercent customers in a manner that does not identify Customer or include any Personal Information (defined below), to analyze and benchmark use of the Services by Convercent customers. Customer acknowledges that Convercent is not, and Customer shall not take any action that would result in Convercent being or being deemed, a "business associate" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- 2.3. Use of Name and Logo. Convercent may use the Customer's name or logo to identify Customer as a user of the Services.
- 2.4. Intellectual Property Rights. "Intellectual Property Rights" means all patents, trademarks, service marks, works of authorship, copyrights (including, but not limited to, the source code and any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Services), moral rights, trade secrets, database rights, rights in designs, know-how, Confidential Information (as defined below), and all or any other intellectual or industrial property rights whether or not registered or capable of registration, and whether subsisting in the U.S. or any other part of the world, together with all or any applications, registration, and goodwill relating to the same.
3. Fees. Customer agrees to pay the Services fees set forth in each Order Form ("Fees") in U.S. dollars. Customer may not offset any amounts due to Convercent hereunder against amounts due to Customer under this Agreement. Fees not paid on or before the applicable due date will accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law), compounded monthly. Customer shall be liable to Convercent for attorneys' fees and all other reasonable costs associated with collecting such Fees. Any taxes associated with the Services are the sole responsibility of the Customer, except for Convercent's corporate franchise or income taxes.
4. Term and Termination.
  - 4.1. Term. Unless earlier terminated in accordance with Paragraph 4.2, this Agreement shall remain in effect so long as any Order Form remains in effect (collectively, the "Term").
  - 4.2. Termination. Convercent may terminate any Order Form immediately for Customer's failure to pay Fees within ten (10) days following the applicable payment due date. Either party may terminate an Order Form upon written notice if (a) the other party is in material breach of this Agreement or Order Form, and if such breach is curable, such breach remains uncured for thirty (30) days following the breaching party's receipt of written notice of such breach.
  - 4.3. Effect of Termination. Upon expiration or termination of an Order Form for any reason, the rights and licenses granted thereunder shall cease and the Services will be immediately terminated. Upon termination by Convercent for Customer's breach, prepaid fees shall not be refunded, and any overdue Fees shall be immediately due and payable. Upon termination by Customer for Convercent's breach, prepaid Fees for Services applicable to the period following termination shall be refunded to Customer, and any overdue Fees for Services provided up to the date of termination shall be immediately due and payable. Termination of the Agreement shall be without prejudice to either party's rights to seek recovery of damages or pursue any other remedies it may have hereunder or under applicable law. Paragraphs 2, 3, 4.3, and 5 through 10 shall survive the Term and termination of this Agreement for any reason.
5. Confidentiality. Each party (the "Receiving Party") acknowledges that the Confidential Information (as hereinafter defined) of the other party (the "Disclosing Party") may contain information valuable to the Disclosing Party, and each Receiving Party agrees that Confidential Information shall remain the property of the Disclosing Party. Receiving Party shall not make use of Disclosing Party's Confidential Information, except as authorized by this Agreement and to the extent necessary for performance or enforcement of this Agreement; and Receiving Party shall keep Disclosing Party's Confidential Information confidential and not disclose to any third party, except to such Receiving Party's employees and contractors who need to know such information in order for such party to perform this Agreement and only to the extent they are bound by confidentiality and non-use obligations not less restrictive than this Agreement. "Confidential Information" includes all software and related user documentation included in the Services, Customer Data, and all information which is, or should be reasonably understood to be, confidential or proprietary information of the Disclosing Party (and its suppliers, contractors and customers), including

without limitation information concerning its business, products, services, finances, employees, contractors, software, notes, documentation, tools, processes, protocols, product designs and plans, customer lists and other marketing and technical information; and the terms of this Agreement, whether disclosed orally or in writing by any other media. "Confidential Information" excludes information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (b) is independently developed by a party without reference to the Confidential Information of the other party (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party; or (d) is rightfully obtained by a party from a third party without restriction on use or disclosure. Notwithstanding the foregoing, the Receiving Party shall not be in violation of this Paragraph with regard to a disclosure of Confidential Information (including Customer Data) that was in response to an order or subpoena of a court, agency or tribunal of competent jurisdiction, or pursuant to any applicable law or regulation, provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure to the extent reasonably practicable and legally permissible in order to permit the Disclosing Party to seek confidential treatment of such information.

6. Representations and Warranties; Disclaimer. Each party represents and warrants to the other party that (a) it has and shall have full right and authority to enter into this Agreement and to grant the rights provided hereunder, (b) this Agreement shall be enforceable against it, and (c) the entry into and performance of this Agreement by it do not contravene other agreements, laws, or orders to which it is subject. Further, Customer represents and warrants to Convercent that Customer will not upload or transmit to the Services any content that (i) infringes, misappropriates or otherwise violates the rights of any third party, including intellectual property rights and rights of privacy; (ii) constitutes "protected health information" as defined by the HIPAA, or "cardholder data" or "sensitive authentication data" each as defined by the Payment Card Industry Data Security Standard, as amended or replaced from time to time ("Security Regulations"), and (iii) otherwise would subject Convercent to or be in violation of the Security Regulations. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, CONVERCENT DOES NOT MAKE, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONVERCENT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING THE SERVICES OR CUSTOMER'S RESULTS FROM USING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY EXPRESS OR IMPLIED WARRANTIES OR CONTRACT TERMS OR AMENDMENTS ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CONVERCENT DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE, COMPLETE, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR THAT ALL DEFECTS WILL BE CORRECTED.
7. Indemnification.
  - 7.1. By Convercent. Convercent shall defend Customer and its employees, officers, directors, shareholders, partners, members, owners, agents, predecessors, and permitted successors and assigns from and against any third-party claim, demand, suit, action or proceeding ("Claim") which alleges that the Services infringe, misappropriate or violate the Intellectual Property Right or other right of any third party, or violate any applicable law or regulation. Convercent will pay all costs of defense and all damages finally awarded or paid in settlement of any such Claim.
  - 7.2. By Customer. Customer shall defend Convercent and its employees, officers, directors, shareholders, contractors, partners, members, owners, agents, predecessors, and permitted successors and assigns from and against any and all Claims, which (a) allege that any Customer Data infringes, misappropriates or violates the Intellectual Property Right or other right of any third party, (b) alleges any violation of applicable law by Customer in connection with its use of the Services, (c) is related to or based on any event, claim or matter that is reported to Customer via the Services, or (d) alleges any breach of any Customer representation or warranty in this Agreement. Customer shall pay all costs of defense and all damages finally awarded or paid in settlement of any such Claim.
  - 7.3. Indemnification Procedure. Each party's indemnification obligation above is subject in each instance to the indemnified party (i) promptly giving notice of the claim to the indemnifying party; (ii) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party shall have the right to approve any material liability imposed on the indemnified party in connection with such settlement); and (iii) providing to the indemnifying party all available information and reasonable assistance. The remedies described above shall be the sole and exclusive

remedy of the indemnified party and the sole obligation of the indemnifying party for third party Claims.

- 7.4. Exceptions. Notwithstanding the foregoing, Convercent shall not have any indemnification obligations pursuant to this Agreement to the extent any Claim arises from (i) use of the Services outside the scope of the rights granted to Customer in this Agreement; (ii) use of the Services with other products, software or materials not furnished by Convercent where the Services would not themselves be infringing; or (iii) the modification or improvement of the Services by Customer or any third party; or (iv) any continued use by Customer of an allegedly infringing item or continued allegedly infringing activity by Customer after Convercent has replaced or modified the item or instructed Customer to modify the activity so that it becomes non-infringing.
- 7.5. Replacement or Modification. Should the use of any Services or portion thereof be enjoined or threatened to be enjoined or determined to be infringing any third party Intellectual Property Right, Convercent will notify Customer and, at Convercent's expense: (a) procure for Customer the right to continue use of the Services as contemplated under this Agreement or (b) replace or modify the Services to be non-infringing; provided that if (a) or (b) are not available to or economically feasible for Convercent, then Convercent will have the right to terminate each affected Order Form.
8. Limitation of Liability. EXCEPT FOR CUSTOMER'S NON-PAYMENT OF FEES OWING TO CONVERCENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, FINES OR PENALTIES, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR TECHNOLOGY, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON THE BASIS OF WHICH ANY CLAIM FOR DAMAGES IS BROUGHT, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT OR STATUTE, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERCENT'S LIABILITY TO CUSTOMER UNDER OR IN RESPECT OF THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CONVERCENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE LIABILITY.
9. Compliance with Law; Personal Information. In performing its obligations or exercising its rights under this Agreement, each party shall comply with all applicable laws and government regulations at all times, including but not limited to any applicable laws and regulations of the United States and other jurisdictions relating to export or re-export of technology, consumer protection, information access and privacy. In the course of performing the Services for Customer, Convercent may receive and store information that can be used to uniquely identify, contact or locate a natural person, including but not limited to name, address, email address, or phone number ("Personal Information"). Convercent shall safeguard the confidentiality of Personal Information in accordance with applicable laws and regulations, and will not access or use such Personal Information other than as necessary to perform the Services. Customer acknowledges and agrees that (a) Convercent receives and stores such Personal Information solely as an agent acting on behalf of Customer; (b) Customer shall be the "data controller" and Convercent shall be the "data processor" with respect to the collection, use, processing, and disclosure of all Personal Information by the Services which is governed by the European Union (EU) Data Protection Directive 95/46/EC; and (c) Convercent subscribes and adheres to the EU Safe Harbor principles and has certified its compliance and shall at all times during the Term keep such certification current.
10. General Provisions.
  - 10.1. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement.
  - 10.2. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
  - 10.3. Neither party shall be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of both parties. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising any rights arising from this Agreement shall operate or be construed as a waiver thereof.
  - 10.4. With the exception of any monetary obligations under this Agreement, neither party shall be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental body, war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control.

- 10.5. To be effective, any notice required to be given under this Agreement shall be given in writing, addressed to the applicable party as set forth above and hand delivered, which is effective upon delivery; sent by reputable overnight courier, which is effective on the business day following deposit with such courier; or sent by the United States mail, first class postage prepaid, which is effective on the third business day after deposit in the United States mail.
- 10.6. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without giving effect to conflict of laws principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- 10.7. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party; provided, however, Convercent may assign this Agreement to a successor who acquires substantially all of the assets or equity of Convercent through purchase, merger or other change in control transaction without Customer's consent. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement confers upon any other person or entity any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 10.8. This Agreement (together with any Order Forms) constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.