

ISOWire Terms and Conditions

These ISOWire Terms and Conditions (“**Terms**”), together with the statement of work, quote, or other document to which they are attached (“**Order**”), constitute the “**Agreement**” between ISOWire, LLC (“**ISOWire**”) and the other party identified on the Order (“**Customer**”). The Agreement provides the terms under which ISOWire will provide to Customer certain consulting, professional, or managed services (collectively, “**Services**”), or software, hardware, or other products (collectively, “**Products**”), in each case as described in the Order. If Customer and ISOWire are parties to a separate ISOWire Master Agreement (“**Master Agreement**”) that is in effect at the time the Order is accepted, then these Terms shall not apply to such Order.

1. **Service Standard.** ISOWire shall perform all Services under this Agreement in a diligent, workmanlike, and expeditious manner.
2. **Separate Orders.** The purchase of any Service or Product is separate from and independent of any other purchase. Customer’s obligation to pay for any Service or Product is not contingent on the performance of any other Service or delivery of any other Product. The expiration or termination of any Order shall have no effect on the obligations of the parties with respect to any other Orders.
3. **Payment.** Unless alternative payment terms are specified in the Order, Customer shall pay all amounts set forth in the Order, and any travel and related expenses incurred by ISOWire in connection with the Services, within 30 days of date of the invoice for such amounts. All amounts set forth in an Order are exclusive of any taxes, excluding taxes on ISOWire’s net income. If Customer claims exemption from any taxes, it must provide its exemption certificate or other reasonable evidence of such exemption prior to the Effective Date. Customer shall incur and pay interest at the lesser of 2% per month or the maximum rate allowable under law on any amounts not paid to ISOWire when due, plus reasonable costs of collection and attorneys’ fees incurred in collecting such amounts. In the event Customer fails to pay any amount when due, ISOWire may suspend any Services or the delivery of any Products until such amounts are paid.
4. **Confidential Information.** Each party acknowledges that the other is the owner of valuable trade secrets and other confidential information, as well as other like information that is licensed from third parties. Each party shall treat as strictly confidential and shall not use for its own purposes or for third parties, information obtained by such party in connection with this Agreement (a) which is confidential or proprietary to the other or its customers; or (b) which relate to the trade secrets, methods, processes, business plans, intellectual property, research, products, operations, policies, procedures, techniques, accounts or personnel of the other. In the event of a breach or threatened breach of the provisions of this section, the non-breaching party shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm. Such injunctive relief shall be in addition to all of the rights and remedies available at law and in equity.
5. **Access to Customer Systems.** ISOWire is not an authorized service representative of any licensor or manufacturer. Customer acknowledges that use of support, maintenance, or other services provided by ISOWire may void or make voidable software licenses or licensor, manufacturer, or other applicable third-party warranties. ISOWire does not assume any liability, and Customer waives any claim, with respect to damages caused by, or voiding of applicable warranties as a result of, ISOWire performing the Services.
6. **Recruitment of Personnel.** During the period when Services are to be provided and for a period of one year thereafter, Customer shall not solicit the employment of or hire any employee of ISOWire with whom Customer has had contact in connection with the relationship arising under this Agreement. If Customer hires

such an employee at any point during the foregoing period, including directly as an employee or independent contractor of Customer or indirectly through a third-party staffing agency or similar arrangement, then Customer shall immediately pay ISOWire an amount equal to such person's annual salary, or if set forth in the Order, then the per-time-period fee for such person multiplied by the number of such periods in a year (e.g., 2080 hours for an hourly fee, 52 weeks if a weekly fee, etc.).

7. **Non-exclusive Services.** Customer acknowledges and agrees that the Services are provided on a non-exclusive basis, and that ISOWire may provide services to its other customers that are the same as or substantially similar to the Services. Nothing in this Agreement is intended to prevent ISOWire from providing such services.

8. **Disclaimers, Customer Responsibilities, and Delays.**

8.1. **Disclaimers.** The Products are subject to the applicable terms of the third-party manufacturer or publisher of the Products. Customer understands that ISOWire is not the manufacturer or publisher of the Products. To the extent transferable, ISOWire will pass through to Customer any warranty extended to ISOWire by the manufacturer or publisher for the applicable Product. THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER STATUTORY, IMPLIED, OR EXPRESS WARRANTIES OR CONDITIONS. NO STATUTORY, IMPLIED, OR EXPRESS WARRANTY IS MADE BY ISOWIRE WITH RESPECT TO ANY SERVICES, PRODUCTS, OR ANY OTHER MATTERS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY QUALITY. ISOWIRE DOES NOT WARRANT THAT ALL ERRORS IN THE SERVICES OR PRODUCTS CAN OR WILL BE CORRECTED OR THAT THE FUNCTIONALITY RESULTING FROM THE SERVICES OR PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

8.2. **Customer Responsibilities.** Customer shall cooperate with ISOWire in all matters relating to the Services, including by providing any necessary access to Customer's premises, software, hardware, or other materials required for performance, and promptly responding to any request from ISOWire for direction, information, approvals, authorizations, or decisions. Except for any materials that are expressly designated in the applicable Order as being provided by ISOWire at its expense, Customer shall be solely responsible for the costs of all software, hardware, and other materials in its environment, including any new versions, updates, or corrections to any of the foregoing that may be required for completion of the Services ("**Material Costs**"). Additionally, Customer shall be solely responsible for: (a) any management or other decisions of Customer, and the results of any such decisions or actions taken by Customer in connection with or in reliance upon the Services, even if recommended by ISOWire; (b) the performance of Customer's personnel, including their management responsibilities with respect to the Services; (c) the accuracy and completeness of all data and information provided to ISOWire in connection with the Services; and (d) obtaining any necessary consents or authorizations required to allow ISOWire to access or use any software, hardware, information, or other materials provided by Customer. Customer shall indemnify, defend, and hold harmless ISOWire and its members, officers, directors, employees, and agents from and against any claims, investigations, actions, or proceedings, and any liabilities, losses, costs, and expenses (including reasonable attorneys' fees and experts' fees) arising out of or related to the Material Costs or other Customer responsibilities described in this Section.

8.3. **Delays.** If ISOWire's performance is prevented or delayed by any act or omission of Customer or its personnel, then ISOWire shall not be deemed in breach of its obligations or otherwise liable for any costs,

charges, or losses sustained or incurred by Customer, in each case to the extent arising directly or indirectly from such prevention or delay.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL EXTENT OF ISOWIRE'S LIABILITY ARISING FROM THIS AGREEMENT OR OTHERWISE RELATING TO THE RELATIONSHIP BETWEEN ISOWIRE AND CUSTOMER SHALL BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY ISOWIRE FROM CUSTOMER UNDER THE APPLICABLE ORDER FOR THE RELEVANT SERVICE OR PRODUCT IN THE THREE MONTHS PRECEDING THE CLAIM. NEITHER ISOWIRE NOR ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CLAIMS FOR LOST REVENUE, LOST PROFIT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, LOSS OF GOODWILL, OR INTERFERENCE WITH CONTRACT ARISING OUT OF THE SERVICES OR PRODUCTS PROVIDED HERUNDER OR A BREACH OF THIS AGREEMENT, WHETHER SUCH DAMAGES OR CLAIMS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.

10. Termination. If a party breaches the Agreement, the other party may terminate the Agreement, provided the terminating party first gives written notice specifying the breach in reasonable detail, the other party fails to cure the breach within 30 days of receipt thereof, and the terminating party gives written notice of termination within a reasonable time of such failure to cure. Unless terminated by Customer as provided in this section for material breach of the Agreement, Customer shall promptly pay all amounts set forth in the terminated Order upon termination. Product purchases may not be terminated or cancelled by Customer, and any returns of Products shall be governed solely by the terms of the applicable agreement between Customer and the manufacturer or publisher of the Product. Customer agrees that the manufacturer or publisher of the Product may not permit returns, and if permitted, may impose conditions and require Customer to pay restocking fees. Either party may terminate the Agreement immediately upon written notice at any time if: (a) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (b) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within 60 days; (c) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (d) the other party discontinues its business; (e) a receiver is appointed over all or substantially all of the other party's assets or business; or (f) the other party is dissolved or liquidated.

11. Regulatory Requirements.

11.1. Access to Books and Records. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "**Act**") and the regulations promulgated thereunder are applicable to this Agreement, ISOWire and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at \$10,000 or more in any 12-month period shall, until four years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between ISOWire and Customer for Services and to any contract or agreement between ISOWire and such related organizations, as well as the books, documents and records of ISOWire and its related organizations, if any, which are necessary to verify the cost of the Services provided.

11.2. HIPAA. Customer represents and warrants that it will not provide or disclose any protected health information to ISOWire unless the parties have executed a business associate agreement as required by HIPAA.

12. General Provisions.

12.1. Construction of Agreement. This Agreement constitutes the entire agreement between Customer and ISOWire with respect to the subject matter hereof and supersedes all proposals, oral or written, and all other communications between the parties with respect to such subject matter. The headings of sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement in any way. The terms and conditions of this Agreement may not be amended or modified, except in a writing providing an express intent that the parties desire to change the terms of this Agreement and which is signed by authorized representatives of each party.

12.2. Force Majeure. Except for the payment of amounts owed under this Agreement, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

12.3. Assignment. Neither party may assign this Agreement without the written consent of the other party, not to be unreasonably withheld. ISOWire may assign this Agreement to a successor, including by merger or operation of law, or a purchaser of all or substantially all of the business of ISOWire. The promises and obligations of this Agreement shall extend to and be binding upon the respective successors and assigns of the parties hereto in the same manner as they apply to the parties. No assignment shall relieve the assigning party of any of its obligations hereunder.

12.4. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.5. Waiver of Breach. No express or implied waiver of a breach of any of the conditions or covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other conditions or covenants, nor shall any delay by the non-breaching party in enforcing any of its rights hereunder be deemed a waiver thereof.

12.6. Notices. Notices or communications herein required or permitted shall be given to the respective party in writing to the address set forth herein.

12.7. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. ISOWire shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

12.8. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

12.9. Governing Law. The parties agree to work cooperatively to resolve any dispute amicably at appropriate, mutually-determined management levels. If such resolution does not occur and a party wishes to escalate to a formal dispute resolution forum, such party must submit the dispute to binding arbitration at an agreed-upon site in Richardson, Texas, under the then-prevailing rules of the American Arbitration Association. Notwithstanding the foregoing, either party may bring an action in court to enjoin actual or

threatened infringement or misuse of intellectual property or other proprietary rights. If for any reason a claim proceeds in court rather than in arbitration, then Customer hereby consents to personal jurisdiction and exclusive venue in the courts situated in Richardson, Texas, and hereby waives any right to jury trial, or to object to personal jurisdiction or venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding all choice of law provisions. ANY CAUSE OF ACTION OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.