

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this “Agreement”) is made as of the date of later signature below (“Effective Date”) by and between MEDNAX Services, Inc., with offices at 1301 Concord Terrace, Sunrise, Florida, 33323 (“Customer”) and _____, a _____ corporation with offices at _____ (“Vendor”). Customer and Vendor may each be referred to as a “Party” and collectively as the “Parties.”

TERMS AND CONDITIONS

1. SERVICES.

1.1. Statements of Work. Vendor will furnish to Customer the services (the “Services”) described in separately executed, sequentially-numbered statements of work entered into by the Parties from time to time during the Term (each a “Statement of Work” or “SOW”). Each Statement of Work will specify, as applicable: (i) the specific Services to be furnished by Vendor; (ii) a description of features and specifications of the Deliverables resulting from such Services; (iii) the performance schedule relating to such Services; and (iv) other applicable terms and conditions. Each Statement of Work also will specify the fees and payment terms, including whether the Services are to be performed on a “Fixed Fee” basis (i.e., the Services will be performed for a specific dollar amount specified in the Statement of Work), a “T&M” basis (i.e., Customer will pay for the Services based on the number of hours worked by Vendor, based on the hourly rates agreed to in the Statement of Work). All T&M work shall be on a “Fixed Budget” basis (i.e., the Services will be performed on a T&M basis, but the total fees will not exceed an agreed upon estimates unless mutually agreed to by the Parties in a Change Order (as defined below)). The initial SOW is attached hereto as Exhibit A.

1.2. Scope of the Services.

1.2.1. Software. If and to the extent the Services consist of provision of Vendor’s proprietary software (whether SaaS or on-prem) (“Software”), Vendor hereby grants to Customer a limited, nonexclusive, non-transferable (except for Affiliates and successors) license to access and use such Services during the Term, by the number of authorized users as set forth on the applicable Order Form, for internal and non-commercial purposes, in accordance with official published documentation, technical manuals, functional manuals, operator and user guides and manuals (collectively, the “Documentation”). Unless otherwise set forth herein or otherwise mutually agreed, Customer will not reverse engineer or attempt to derive the source code of the Software, resell or redistribute the Software or Services, or use it as a service bureau, remove, alter or obscure any trademarks, copyright notices, proprietary notices or other indications of Vendor’s intellectual property rights and ownership thereof.

1.2.2. Backup & Recovery. Vendor has and will at all times maintain a reasonable and industry standard disaster recovery plan and business continuity plan, including monitoring and alerts, and shall use all commercially reasonable and industry standard efforts to maintain (and if necessary, recover) data. Customer may make routine backups of data and Software in the ordinary course, subject to the terms hereof.

1.2.3. Customer Requirements. Customer shall be responsible for providing and maintaining all necessary hardware, software, electrical and other physical requirements for Customer's use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service.

1.2.4. Deliverables. In connection with the Services, Vendor will create and provide to Customer the Deliverables if and as described in each applicable Statement of Work. For the purposes of this Agreement, the “Deliverables” shall include, without limitation, the deliverables specifically described in each Statement of Work and any and all drawings, notes, documents, versions (regardless of whether working, draft or final versions), plans, designs and materials developed by Vendor as part of the Services under this Agreement. Deliverables may include software if and to the extent it is custom code developed for Customer, and not Vendor’s standard proprietary software.

1.3. Project Phases. The Services described in a Statement of Work may be divided into several phases (each, a “Phase”). During each such Phase of the Services, Vendor will provide Customer with the specific Services and deliver the specific Deliverables for the applicable Phase as described in the Statement of Work. Unless otherwise agreed to by the Parties in writing, Vendor shall complete the Services and provide the Deliverables for each Phase by the date(s) specified in the applicable Statement of Work or separately agreed upon project plan, if applicable.

1.4. Acceptance. The specifications, requirements and/or other applicable acceptance criteria (collectively the “Acceptance Criteria”) for any applicable Deliverables will be outlined in the applicable Statement of Work. Customer will have the right to review and/or test the Services performed and the Deliverables delivered under each applicable Statement of Work, and Customer may reject any such Deliverables that Customer, in its sole business judgment, determines do not meet the applicable Acceptance Criteria. In the event that Customer determines that a Deliverable does not satisfy the applicable Acceptance Criteria, Customer will notify Vendor that such Deliverable has been rejected, and within ten (10) days after receiving such notice of rejection from Customer, Vendor, at its sole cost and expense, will modify such Deliverable and resubmit such Deliverable to Customer for further review and testing. If, after such testing, the Deliverable still does not meet the Acceptance Criteria, Customer, at its option, will have the right either to (i) require Vendor to again re-perform the Services, or (ii) terminate the Statement of Work pertaining to such Services, in which case Customer will have no obligation to pay, or liability with respect to, any fees or expenses for such Services. The process described in this Section will continue until Customer accepts the applicable Deliverables or rejects the Deliverables and terminates the applicable Statement of Work, as described above. Notwithstanding anything to the contrary, Customer shall not be charged (and no hours shall be billed on a time and materials basis) for any corrections, revisions, fixes, redoing, repairs or re-work. Any failure to reject Services or Deliverables in writing shall not be deemed acceptance, and any acceptance shall not void or excuse any warranties.

1.5. Change Order Process. If Customer believes that a change in a Statement of Work (whether in time frames, costs or Deliverables) is necessary or desirable, Customer will submit a written change order to Vendor describing the requested changes (a “Change Order”). Upon receipt of such a Change Order, Vendor will promptly provide Customer with a written quote describing in detail: (i) the modifications to the Services that would be required to effectuate the Change Order; (ii) the effect, if any, of the Change Order on any applicable performance milestones; and (iii) the effect, if any, that implementing the Change Order will have on the overall cost of the Services under the applicable Statement of Work. The parties will thereafter discuss Vendor’s quote in good faith with a goal of executing a mutually acceptable Change Order. Notwithstanding the foregoing, a Change Order will not become effective unless and until it is executed by an authorized representative of each party. Absent the execution of the Change Order, the parties will proceed to fulfill their obligations under the applicable Statement of Work in accordance with its original terms.

1.6. Assumptions. The Parties agree and understand that they may make certain assumptions that are necessary for the performance of the Services (the “Assumptions”), which will be more fully described in each applicable Statement of Work. If Customer requests Vendor to deviate from the Assumptions or from the scope of the Services described in a Statement of Work, the Parties will execute a Change Order that describes such deviations. Customer acknowledges that any such change to the Assumptions may result in changes to the project schedule, Vendor’s fees, Deliverables, and level of Vendor effort required to perform the Services and deliver the Deliverables for the Services.

1.7. Customer Responsibilities. Customer will provide resources and personnel to Vendor as are specifically outlined in the Assumptions set forth in the applicable Statement of Work; provided that Vendor agrees to comply with any commercially reasonable guidelines or requirements that Customer may have in order to provide Vendor with the requested access or resources.

1.8. Affiliate Ordering. Affiliates of Customer may procure Services from Vendor under the terms and conditions of this Agreement, provided that each such Affiliate enters into a Statement of Work for such Services referencing this Agreement. Any Affiliate that enters into such a Statement of Work with Vendor will be deemed to be “Customer” hereunder for purposes of such procurement; provided that such Statement of Work(s), together with this Agreement, will constitute a separate contract and Vendor will look solely to such Affiliate (and not to Customer) for satisfaction of any liability arising under or relating to such procurement by an Affiliate. For purposes of this Agreement, “Affiliate” means, with respect to either party, an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such party, where “control” means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, and/or (ii) ownership of at least fifty percent (50%) of the voting stock, shares or interests of any such entity. Vendor understands and acknowledges that Customer completes acquisitions from time to time in the ordinary course. In the event that Customer acquires a business which is under an existing contract with Vendor, Vendor agrees to provide Customer a reasonable period of time to evaluate the contract in place with the acquired business and, at Customer’s discretion, add the acquired business to Customer’s contract with Vendor, or add Customer to the acquired business’s contract with Vendor. Vendor further agrees that no termination penalties, liquidated damages or early termination fees will apply in such situations. If Customer acquires a company with a relationship with Vendor, if such acquired company has better pricing negotiated with Vendor than the pricing herein, then Customer may elect to covert this Agreement to such lower pricing enjoyed by the acquired company.

2. FEES, PAYMENT AND TAXES.

2.1. Payment Schedule. The fees for the Services (the “Fees”) will be set forth in each applicable Statement of Work. In addition to the Fees, Customer will reimburse Vendor only for reasonable, documented “out-of-pocket” expenses, without markup, that are approved in advance in writing by Customer before they are incurred by Vendor and are necessary for Vendor’s performance of the Services. Under no circumstances will first class or business class travel be reimbursed. Customer does not pay for travel time or per diems. Vendor expenses will be compliant with Customer’s Travel Policy (Exhibit B), however, Vendor is permitted to book travel using their own travel agents. Vendor will invoice Customer for the Fees and pre-approved expenses in accordance with the payment schedule set forth in the applicable Statement of Work; provided, however, that, no Fees shall be invoiced or due for any Deliverable under a Fixed Fee Statement of Work unless the applicable

Deliverable has been accepted by Customer pursuant to Section 1.4 hereunder. Customer will pay all undisputed amounts set forth in a Vendor invoice within forty-five (45) days after Customer's receipt of such invoice. Notwithstanding anything to the contrary (i) Customer has the right to withhold payments to the extent of any amounts disputed reasonably and in good faith without penalty, interest, late fees, or suspension of services, so long as it pays the undisputed amounts; (ii) except if and to the extent expressly stated herein there are no minimum purchase commitments or volumes; all billing will be based on actual usage (iii) No add on services, optional purchases, nor any other extra services, fees or charges may be charged unless and until fully approved in writing in advance, and (iv) fees and prices may not be raised unless and until mutually agreed in writing. Vendor must notify Customer in writing when 75% of the expected price or volume has been reached for each applicable line item with variable or volume pricing. Vendor shall track usage volumes and report monthly in writing to Customer. Notwithstanding anything to the contrary, Vendor must invoice any overage amounts within 90 days of when the overage occurs or will forfeit its right to charge any such overage. Vendor may not increase any fees or pricing during any then-current term nor for any renewals without express written consent of the parties. If MEDNAX acquires a company with a then-existing relationship with Vendor, if such acquired company has better pricing negotiated with Vendor than the pricing herein, then MEDNAX may elect to convert this Agreement to such lower pricing enjoyed by the acquired company. Unless otherwise mutually agreed in writing all payments will be in U.S. dollars, invoiced by and paid to U.S. based Vendor entities or affiliates.

2.2. Sales/Use Taxes. In addition to the Fees payable hereunder, Customer agrees that it will be responsible for any sales, use or similar tax in connection with the Services, the provision of the Services, or sales of materials to Customer hereunder. For clarity, Customer will not be responsible for any taxes on Vendor's income. Vendor will include the amount of such taxes on Vendor's invoice(s) to Customer and such taxes will be payable to Vendor by Customer together with other sums due. All such taxes will be itemized separately on the applicable invoices and will be collected and remitted to the appropriate state or jurisdiction by Vendor. The parties will work together in good faith to reasonably attempt to optimize tax structure and tax strategies, to avoid paying unnecessary or excess taxes.

2.3. Estimates. Vendor represents and warrants that, if any fees herein are estimated rather than fixed, all fee estimates are good faith estimates, reasonably accurate to the best of Vendor's ability to forecast given the information available at the time. Any estimates shall not be exceeded without the express written consent of Customer.

3. OWNERSHIP RIGHTS.

3.1. Software & Other Vendor Materials. Vendor reserves all right, title and interest in and to the Software; the Software is licensed for the Term and except as expressly granted herein, Customer does not obtain any rights to the Software. Vendor reserves all right, title and interest in and to all of Vendor's technology and other intellectual property developed by Vendor or its licensors prior to or independent of the Services and used to provide the Services in accordance with this Agreement (collectively, with the Software, the "Vendor Materials").

3.2. Customer Materials. As between Customer and Vendor, Customer shall retain all rights, title and interest and all proprietary rights in and to the Customer's pre-existing proprietary materials, information and/or data that may be incorporated with or contained in the Deliverables (the "Customer Materials"). Nothing in this Agreement shall affect a transfer of copyright or any other intellectual property rights from the Customer to

Vendor. The Customer Materials and Customer's Confidential Information shall not be used or exploited by Vendor without the Customer's prior written consent or as otherwise expressly authorized in this Agreement. Vendor shall have no right to use or exploit the Customer Materials except for the purpose of providing Customer the Services and Deliverables hereunder.

3.3. Deliverables. The Deliverables (if any) shall be treated as Confidential Information of, and shall be the property of, Customer. All rights, title and interest in and to the Deliverables will vest in and be owned by Customer and all Deliverables will be deemed to be works made for hire for Customer. To the extent that title to any such Deliverables may not otherwise vest in Customer, or such Deliverables may not be considered works made for hire, Vendor hereby irrevocably assigns all right, title and interest therein to Customer. All such Deliverables will belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyright registrations, patents and such other intellectual property protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor agrees to give Customer, and any person designated by Customer, reasonable assistance, at Customer's expense, in perfecting or evidencing the rights defined in this Section, including, without limitation, by executing and delivering all documents reasonably requested by Customer for such purposes. Unless otherwise directed by Customer, upon completion of the Services or upon the earlier termination of this Agreement, Vendor will immediately turn over to Customer all Deliverables (including all copies thereof) developed by Vendor in connection with the Services, including, but not limited to, working papers, descriptions, reports, notes and data. All Deliverables will bear Customer's copyright and trade secret notices, as may be specified by Customer. Except as otherwise provided herein, no rights to the Deliverables will remain with Vendor. To the extent that the Deliverables contain any Vendor Materials, Vendor hereby grants Customer an irrevocable, fully paid up, non-exclusive, worldwide license to use, execute, reproduce, display, perform, and prepare derivative works based on such Vendor Materials that may be contained in the Deliverables, and to authorize others to do any of the foregoing, solely to the extent necessary for use of the Deliverables; provided, however, that (i) such license shall not include the right to distribute discrete copies of the Vendor Materials to third parties; and (ii) except for such license, Vendor will retain all right, title, and interest, including, without limitation, all copyright, trademark, patent, and other intellectual property rights, in and to the Vendor Materials.

4. TERM; TERMINATION.

4.1. Term. This Agreement will be effective as of the Effective Date and, unless terminated earlier as set forth herein, will continue until the completion of the completion of all Services to be provided under any Statement(s) of Work entered into hereunder (the "Term").

4.2. Termination for Breach. Either Party may terminate this Agreement and/or any Statement(s) of Work in the event of a material breach by the other Party that remains uncured for a period of fifteen (15) days following the breaching Party's receipt of written notice of the breach from the non-breaching Party. For clarity, unless otherwise specified in a Party's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.

4.3. Termination Upon Bankruptcy. This Agreement will terminate automatically and immediately in the event of the filing of a petition for bankruptcy or reorganization by or against a party or the dissolution or liquidation of a party. Either party may terminate on 30 days' written notice if the other party generally is unable or fails to pay its debts when due. Customer reserves all rights under Section 365(n) of Title 11, United States

Code (Bankruptcy Code). In the event of the bankruptcy of Vendor, upon the written request of Customer to Supplier, as debtor in possession, or to the bankruptcy trustee, to retain its rights under Section 365, Vendor or the trustee shall not interfere with the rights of Customer as provided in this Agreement or any agreement supplementary hereto, including but not limited to, Customer's right to obtain Software source code from the bankruptcy trustee or, if applicable, from the escrow agent, and shall, if requested, cause a copy of the source code to be available to Customer.

4.4. Termination for Chronic or Habitual Breach. In addition, and without limiting the generality of the foregoing, if there are repetitive, chronic or habitual breaches, outages, errors, bugs, unavailability or breaches of SLAs, even if individually immaterial and/or cured within the appropriate timeframes, if in the aggregate, these issues have a material adverse effect on the Services, Deliverables, this Agreement or Customer (a "Habitual Breach"), then Customer shall be permitted to terminate this Agreement without penalty on 15 days' notice and receive a pro rata refund of any prepaid amounts.

4.5. Termination for Decrease in Functionality. Vendor reserves the right to reasonably update the Licensed Software and/or Documentation, but in the event any update materially decreases or eliminates any functionality or features, or has any other material adverse effect on Customer, then Customer reserves the right to terminate this Agreement without penalty on thirty (30) days' prior written notice.

4.6. Termination for Convenience. In addition to and without waiving any of its other rights or remedies under this Agreement or at law or equity, Customer may terminate this Agreement and/or any Statement of Work, with or without cause, at any time during the Term with or without cause upon thirty (30) days prior written notice to Vendor. For clarity, unless otherwise specified in Customer's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.

4.7. Effects of Termination. In the event Customer terminates this Agreement for breach or cause as permitted herein, or in the event Customer terminates this Agreement for convenience pursuant to Section 4.3, Customer shall pay Vendor an amount equal to the sum of the Fees allocable to those Services that have been completed and accepted by Customer in accordance with Section 1.4 of this Agreement prior to the date of termination (for Fixed Fee engagements) or Services performed to Customer's reasonable satisfaction through the date of termination (for T&M Fixed Budget engagements), and Vendor shall deliver a pro rata refund of any prepaid amounts. Customer also will reimburse Vendor for any preapproved documented out-of-pocket expenses incurred and approved up to the date of such termination (including actual expenditures approved by Customer and made by Vendor on the uncompleted portions of the Services), which in no event shall exceed the total Fees payable by Customer under this Agreement. Vendor shall use its commercially reasonable efforts to mitigate any such out-of-pocket expenses in the event of termination. Except as may be included in the foregoing payment from Customer, Vendor shall not be entitled to any other amounts, for anticipatory profits or otherwise. Customer shall retain all right, title and interest in all Deliverables already delivered or accepted by Customer in accordance with the Section 1.4 prior to the date of termination. Vendor shall deliver to Customer all completed and partially completed goods or materials or work in progress or performed by Vendor under a T&M or Fixed Budget engagement. In the event that Customer has already made payment for work not performed by Vendor and/or not accepted by Customer under a Fixed Fee engagement, Vendor will promptly refund to Customer any amounts paid for work not performed and/or not accepted. In addition, upon termination

or expiration of this Agreement, or at any prior time upon the request of Customer, Vendor will promptly return to Customer all Customer Materials provided to Vendor by Customer. Vendor acknowledges that, as between Customer and Vendor, all such Customer Materials are the property of Customer and Vendor agrees not to retain any copies of such materials after the termination or expiration of this Agreement.

4.8. Wind-Down and Migration Efforts. Upon expiration or termination of this Agreement for any reason, Vendor will export and return copies of all Client data stored in the Services, and provide reasonable assistance to help facilitate an orderly transition of data and services to Client or a Client designee (including a replacement vendor). Basic, industry standard, or commercially reasonable transition assistance shall be provided at no extra charge; additional assistance shall be provided as mutually agreed in writing at Company's then-current rates already negotiated with Client (provided however, to the extent such issues/rates have not been negotiated for certain services, then such rates shall be those rates that are generally made available by Vendor to its other best clients). Client may elect, at its option, to have a wind down period of up to 12 months, at 25% the then-current cost, to continue using the Software for processing data and transactions already in progress (but not to add new volume or new transactions), under the same terms as herein.

5. REPRESENTATIONS AND WARRANTIES.

5.1. General Representations and Warranties. Each Party represents and warrants that: (i) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (iii) it will comply with all federal, state and local laws and regulations applicable to it in the performance of its obligations hereunder and it has or will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (iv) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other Party's obligations under this Agreement or, during the Term, damage the reputation of the other Party; (v) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder; and (vi) its performance of its obligations under this Agreement will not violate any other agreement between such Party and any third party.

5.2. Vendor Representations and Warranties. Vendor further represents and warrants that: (i) the Deliverables that are provided to Customer hereunder (excluding the Customer Materials that are provided by Customer for incorporation into the Deliverables) and the Services will not violate or infringe any common law or statutory right of any third party including, without limitation, any contractual rights, proprietary rights, trademark, service mark, trade secret, copyright, patent rights or any rights of privacy or publicity; (ii) all Vendor Personnel (as defined below) providing Services are eligible to legally work in the United States and each said employee is free from any legal or contractual restraints prohibiting working or the exercise of skills in providing the Services, including any employment agreement or non-competition agreement with another or former employer; (iii) the Services will be performed in a good and workmanlike manner and in accordance with the highest professional standards in the applicable area or areas of expertise required to perform such Services, as well as in accordance with the description of Services set forth in the applicable Statement of Work; (iv) the Deliverables shall conform in all material respects to their relevant specifications and relevant descriptions in the applicable Statement of Work; (v) Services will comply with the service levels in the service level agreement attached hereto ("SLA"), if

applicable (and in any case, Vendor will use best efforts on a continuous basis to repair all urgent issues, and commercially reasonable efforts during business hours to repair non-urgent issues); and (vi) no materials provided or created by Vendor hereunder contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Customer, its Affiliates or their respective customers. Vendor shall disclose in writing in advance any actual or apparent conflicts of interest, such as, without limitation, ownership of, by, or common control with, any competitors of Customer, or relationships with officers or decision makers of Customer. Vendor shall use best efforts to ensure that the Services are available 24/7/365 except to the extent outside Vendor's reasonable control and except for routine maintenance scheduled in advance outside of normal business hours. Notwithstanding anything to the contrary, no matter whether and how reported (or by whom), Vendor shall remedy all known nonconformities in accordance with this Agreement and shall not use technically improper notice as a technicality to avoid a requirement to remedy.

5.3. Benchmarking. From time to time, Customer may engage a benchmarker to conduct a benchmarking for competitiveness of pricing and service levels hereunder provided that the benchmarker uses a methodology to normalize factors such as complexity of service, geographical scope, and volume usage. Vendor shall reasonably cooperate with Customer and the benchmarker. If the benchmarking results show that prices hereunder are higher than prices charged by other providers of similar services, or that service levels under such contracts are more rigorous than hereunder, Vendor shall, at Customer's request, promptly adjust the pricing and service levels hereunder on a prospective basis.

5.4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING ANY SOW), THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. Indemnification by Vendor. Vendor agrees to indemnify, defend and hold harmless Customer, its Affiliates, and all of their respective present and former officers, members, shareholders, directors, employees, agents, successors, heirs and assignees, from and against any and all losses, liabilities, claims, costs, damages, and expenses (including, without limitation, reasonable attorneys' fees, disbursements and administrative or court costs) (collectively, "Losses") paid or incurred in connection with claims by any third party resulting from (i) any breach or alleged breach by Vendor of its obligations, representations or warranties under this Agreement, or any willful, intentional or negligent action or failure by Vendor or its agents in connection with its obligations under this Agreement; (ii) personal or bodily injury (including death) or property damage caused by the fault or negligence of Vendor; (iii) the Deliverables, the Services, or Customer's use of the Deliverables, including without limitation, any claim of misappropriation of confidential information or a claim that the Deliverables or the Services violate or infringe any third party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights; or (iv) any claim that any Vendor Personnel is a Customer employee and not Vendor's employee or an independent contractor. Vendor's indemnification obligation under this Section 6.1 shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts or other employee benefit acts or by the provisions of any insurance.

6.2. Indemnification by Customer. Customer agrees to indemnify, defend and hold harmless Vendor and its Affiliates, and all of their respective present and former officers, members, shareholders, directors, employees, agents, successors, heirs and assignees, from and against any and all Losses paid or incurred in connection with claims by any third party that result from (i) any claim that the Customer Materials infringe the intellectual property rights of such third party; or (ii) personal injury or property damage caused by the fault or negligence of Customer.

6.3. Infringement. Should any Deliverables resulting from the Services become, or in Vendor's opinion be likely to become, the subject of any claim of infringement, then Vendor, at its sole option and expense, will (i) procure for Customer the right to continue using the Deliverables, (ii) replace the Deliverable with a substantially equivalent non-infringing version, or (iii) modify the Deliverables (without materially reducing the features or functionality thereof) to make them non-infringing. If Vendor, despite its diligent efforts, is unable to provide any of the remedies described in the preceding sentence, then either Party may terminate this Agreement, in which case Vendor shall refund to Customer those Fees paid for the Services relating to such Deliverables.

6.4. Notice and Participation. The Party seeking indemnification hereunder ("Indemnified Party") shall promptly inform the other Party ("Indemnifying Party") of any suit or proceeding filed against the Indemnified Party for which the Indemnified Party is entitled to indemnification hereunder (provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder, except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party shall have the right, but not the obligation, at its sole expense to participate in (but not to control) the defense of any such suit or proceeding. An Indemnifying Party will not settle any such action without the written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed).

6.5. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THEIR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, AND VENDOR'S DATA SECURITY AND PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, AND EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF APPLICABLE LAW (COLLECTIVELY, THE "EXCLUSIONS"), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY.

7.1. Confidential Information. For purposes of this Agreement, "Confidential Information" means (i) the terms of this Agreement, and (ii) any other non-public information relating to the business of the other Party (which, in the case of Customer, includes information relating to the business of Customer) obtained by virtue of this Agreement that is marked or identified as confidential or would be reasonably understood to be of a confidential nature, which may include, without limitation with respect to Confidential Information belonging to Customer: all non-public business information pertaining to Customer, including, but not limited to, information relating to Customer's planned or existing computer systems and systems architecture, including computer

hardware, computer software, source code, object code, documentation, methods of processing and operational methods; sales, profits, organizational structure and restructuring, new business initiatives and Customer finances; Customer's services and products, product designs, and how such products are administered and managed; any confidential information of third parties with which Customer conducts business. In addition, the Customer Materials and the Deliverables shall be deemed Confidential Information of Customer. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is now or subsequently becomes generally available to the public through no wrongful act of the recipient; (b) the recipient can demonstrate was rightfully in its possession prior to disclosure by the other Party; (c) is independently developed by the recipient without the use of any confidential information provided by the other Party; or (d) recipient rightfully obtained or obtains from a third party who recipient reasonably believed had the right, without obligation to the other Party, to transfer or disclose such information.

7.2. Restrictions. The Parties agree that, during the Term of this Agreement and for one (1) year thereafter, (i) they will keep all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (ii) they will not, directly or indirectly, disclose any Confidential Information to anyone outside of the Parties, except with the prior written consent of the Party supplying the Confidential Information; and (iii) they will not make use of any Confidential Information for their own purposes (except as necessary to perform the Services) or for the benefit of anyone other than the Parties. Each Party will be deemed to have met its obligations hereunder if it treats the other Party's Confidential Information with the same degree of care as it treats its own sensitive business information of like kind, but in no event less than reasonable care. Upon termination or expiration of this Agreement, or at any time either Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party's option, will destroy, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control.

7.3. Permitted Disclosure of Confidential Information. Notwithstanding anything in this Agreement to the contrary, either Party may disclose the Confidential Information of the other Party to its personnel, agents and advisors (including legal and financial advisors) who have a need to know such information in connection with the performance of the Services hereunder and who are obligated to keep such information confidential. Each Party will instruct its personnel and/or agents, as applicable, as to their obligations under this Agreement. Either Party may disclose the Confidential Information if such disclosure is required by law, court or other governmental authority; provided, however, that such Party will notify the other Party in writing in advance of such disclosure, and will provide the other Party with copies of any related information so that the Party may take appropriate action to protect its Confidential Information and if disclosure is required, only disclose such limited Confidential Information as minimally required by such law, court or governmental authority. In addition, each Party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations and (ii) on a confidential basis to current or prospective investors in or acquirers of such Party.

7.4. Data Security and Privacy. Vendor shall comply with the Data Security and Privacy terms in Schedule 1 attached hereto and made a part hereof.

7.5. HIPAA and BAA. Vendor acknowledges and agrees that from time to time during the term of this Agreement, it may be exposed to or have access to Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA"). Protection of PHI will

be governed by the separate Business Associate Agreement (the “Business Associate Agreement” or “BAA”) executed between the parties.

7.6. Injunctive Relief. The parties acknowledge and agree that actual or threatened breach of the confidentiality provisions herein could cause irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy; therefore, the aggrieved party will be entitled, in addition to all other remedies available, to injunctive and equitable relief to prevent, cease or otherwise redress such an actual or impending breach of this Agreement.

8. VENDOR PERSONNEL.

8.1. Approval of Personnel. Customer will have the right, but not the obligation, to review and approval all Vendor employees, agents, consultants and contractors (“Vendor Personnel”) to be assigned to perform the Services prior to such personnel being assigned to perform Services. In addition, if, during the performance of the Services, Customer determines that any Vendor Personnel is not acceptable to Customer for any reason (other than any reason prohibited by law), Customer will notify Vendor of such finding and Vendor will immediately remove any such individual from the assignment, and, if requested by Customer, use diligent efforts to provide replacement(s) acceptable to Customer as soon as practicable thereafter. The fees for any replacement Vendor Personnel will not exceed the fees paid by Customer for the initial Vendor Personnel and the skill level of any replacement Vendor Personnel will be equal to or greater than that of the initial Vendor Personnel. Vendor will also use its best efforts to ensure that any change in Vendor Personnel does not materially impede the progress of the performance of the Services in accordance with the schedule described in the applicable Statement of Work. Customer will not be responsible to pay any fees or expenses arising from any change in Vendor Personnel, including any time required to be spent acquainting replacements with the engagement.

8.2. Responsibility for Vendor Personnel. Notwithstanding anything herein to the contrary and without limiting any other rights or remedies to which Customer may be entitled, whether under this Agreement, at law, or in equity, Vendor shall reimburse Customer for any and all damages suffered or incurred by Customer that are caused by or otherwise reasonably attributable to the acts or omissions of Vendor Personnel, whether in connection with the Services pursuant to this Agreement or otherwise, including, but not limited to, any Vendor Personnel’s access (whether physically, electronically, or otherwise) to a Customer facility.

9. INSURANCE. During the Term of this Agreement (and as otherwise set forth herein), Vendor agrees to maintain at all times all necessary, reasonable and customary insurance, with coverages consistent with prevalent standards in the industry with the minimum limits as noted herein, considering the scope and duration of Vendor’s obligations under this Agreement, including, but not limited to: (i) commercial general liability insurance covering bodily injury and property damage, advertising and personal injury liability at \$2,000,000 per occurrence and \$5,000,000 aggregate, plus medical expense coverage of \$10,000 per person, property damage \$2,000,000, personnel and advertising injury limit \$2,000,000; (ii) Umbrella Liability policy with minimum limits of \$10,000,000; (iii) workers’ compensation insurance at statutory limits, although in no event less than \$1,000,000; (iv) Technology and professional liability (errors and omissions) insurance covering all Vendor Services for Customer under this Agreement for acts, errors or omissions and which policy will include without limitation coverage for negligent acts and errors and omissions arising out of or related to the design, development, installation, and operation of any software or data and the furnishing of services by Vendor at \$10,000,000; and

(v) Cyber and privacy insurance, including coverage for technology errors and omissions, media liability, network security and privacy at \$20,000,000. All insurance required herein shall be provided on a primary basis without any right of contribution by any insurance carried by Customer and shall include blanket waiver of subrogation language. For the insurance set forth above (other than workman's compensation), Vendor will name Customer and its affiliates, and all of their officers, directors, members, agents and employees as additional insureds and shall contain an exception to any Insured versus Insured or Cross Liability exclusions for claims brought by an additional insured against another insured. If any of the above policies are written on a claims-made insurance policy, that coverage shall remain in force for a period of 3 years after the conclusion of the provided Service. Vendor shall provide to Customer all certificates of insurance evidencing the required coverages before execution of this Agreement and again on request. Vendor's policies of insurance shall not serve as a limitation of its liability to the Customer (including without limitation any indemnification obligations herein). Vendor shall require all subcontractors and third-parties performing under this Agreement to maintain equivalent coverages. Vendor represents and warrants that it has at least 90% of the coverage amounts remaining available in unused aggregate on each such policy above.

10. MISCELLANEOUS.

10.1. Relationship of the Parties. This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties, beyond the relationship of independent parties to a commercial contract. Neither Party is, nor will either Party hold itself out to be, vested with any authority to bind the other Party contractually, or to act on behalf of the other Party as a broker, agent, or otherwise.

10.2. Subcontractors. Vendor will not subcontract the Services, or any portion of the Services, nor will it engage independent contractors to perform the Services or any portion of the Services, without having given Customer prior written notice. With respect to any services that are subcontracted to or provided by any third party, Vendor expressly assumes all liability and responsibility for such subcontractors' and third parties' compliance with, or breach of, the terms of this Agreement.

10.3. Costs and Expenses. Except as otherwise expressly specified in this Agreement, each party will bear its own costs and expenses arising out of the performance of its obligations under this Agreement.

10.4. Software Escrow. If Vendor is providing Software, Vendor hereby agrees to deposit the Software plus at least the last 5 current and prior releases, with a mutually agreed third party software escrow agent to hold, at no cost to Customer (Vendor to be responsible for cost of escrow) and shall promptly enter into a software escrow agreement with terms similar in form and substance to the terms and conditions attached as Schedule 2 (the "Escrow Agreement").

10.5. No Publicity. Except as permitted by law, Vendor may not use Customer's name, or any trademark, service mark, trade name, logo or other commercial or product designations of Customer for any purpose without the prior written consent of Customer's Chief Marketing Officer in each instance. Without limiting the generality of the foregoing, unless required by law, Vendor will not, without the prior written approval of the Customer's Chief Marketing Officer, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement.

10.6. Waiver; Cumulative Remedies. The waiver or failure of either Party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.

10.7. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

10.8. Assignment. Neither Party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Customer may assign all of its rights and obligations under this Agreement without Vendor's prior written approval (i) to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates, or (ii) to an Affiliate. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

10.9. Governing Law. This Agreement and the parties' respective performance hereunder will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to the exclusive jurisdiction of the courts in Broward County, Florida.

10.10. Jury Trial Waiver. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

10.11. Export Laws. The Software may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations ("Export Laws"). Customer shall comply with all applicable Export Laws.

10.12. Notices. Any notice provided pursuant to this Agreement will be in writing, will be sent to the applicable Party at the address set forth in the preamble, above, and will be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, five (5) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested; or (iii) if sent via overnight courier, upon receipt. Notices sent to Vendor will be sent to the attention of [Insert Name and Title]. All notices to Customer, in order to be valid and effective, must be also delivered in writing, with proof of receipt, to MEDNAX Services, Inc., 1301 Concord Terrace, Sunrise, Florida, 33323, Attn: Vendor Management, with a written copy with proof of receipt to the Legal Department at the same address. Either Party may change its address or its designated addressee by giving written notice to the other Party in accordance with the terms of this Section 10.10.

10.13. Survival. All Section of this Agreement, which by their nature are intended to survive the expiration or termination of this Agreement shall so survive, including without limitation, Sections 3, 4.3, 4.7, 4.8, 5.4, and 6-10.

10.14. Headings. The headings in this Agreement are for convenience of reference only and have no legal effect.

10.15. Entire Agreement; Amendment. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

10.16. Non-Exclusivity. Nothing in this Agreement limits the ability of either Party (i) to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under this Agreement, or (ii) to provide goods or services that compete with the goods or services of the other Party.

10.17. Force Majeure. Except with respect to delays or failures caused by the negligent act or omission of either Party, any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party including, but not limited to, acts of God, power outages, or failures of the Internet, provided that the Party affected by such event will use its reasonable efforts to mitigate or avoid such failure or delay, and shall immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. If the act or condition beyond a Party's reasonable control that prevents that Party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

10.18. Third-Party Beneficiaries. Except as otherwise provided herein (e.g., with respect to Affiliates), this Agreement is intended for the sole and exclusive benefit of the signatories, is not intended to benefit any third party, and only the parties may enforce this Agreement.

10.19. Contract Interpretation. Ambiguities, inconsistencies or conflicts in this Agreement will not be strictly construed against either Party but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this Agreement is entered into and common practice in the industry.

10.20. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

10.21. Mednax's Requirement's. Supplier agrees to comply with all applicable laws, regulations, Mednax specifications, policies and procedures while performing the Services, including without limitation safety and security policies communicated to Supplier while on Mednax's premises and those set forth in Mednax's Supplier Code of Conduct, referred to jointly as "Supplier Business Standards", located at www.Mednax.com/suppliers

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.
CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____
VENDOR

Date: _____

Exhibit A
SOW #1

Exhibit B
MEDNAX Travel Policy

DEPARTMENT Accounting & Finance	POLICY DESCRIPTION Travel & Entertainment
PAGE: 1	REPLACE POLICY DATED: April 9, 2018
EFFECTIVE DATE: May 28, 2019	REFERENCE NUMBER

SCOPE

This Travel and Entertainment Policy applies to all employees and personnel working, traveling, and/or entertaining on behalf of the Company and seeking reimbursement for related expenses.

The Company recognizes that, in some isolated cases, business-related expenses might need to be reviewed on a case-by-case basis by authorized personnel in accordance with their departmental or practice budget; however, this primarily applies if the expense in question was not discussed in this policy. The CFO and/or Chief Accounting Officer have final responsibility for interpretation of this policy, if necessary.

OVERVIEW

This section defines the specific policy to be followed when traveling and entertaining on behalf of MEDNAX and its related affiliates (Company), as well as employee responsibility to conduct business in a fiscally responsible manner.

The specific policies addressed in this section include:

- Air Travel (page 3)
- Rail Travel (page 5)
- Car Rental and Ground Transportation (page 5)
- Lodging (page 8)
- Meals and Entertainment (page 8)
- Miscellaneous (page 9)
- Non-Allowable Expenses (page 10)

RESPONSIBILITY

TRAVEL RESERVATIONS – TRAVEL AGENCY USAGE REQUIREMENTS

All travel on behalf of the Company, including airfare, car rentals and hotels, are required to be booked through the Company's online travel site Concur. Booking through Concur will ensure access to all company-negotiated discounts with preferred suppliers and enable the Company to locate travelers in the event of an emergency. Employees must book all travel through Concur even if lower fares are found on external booking sites (e.g., Expedia) to centralize all Company travel and ensure policy compliance. If an employee has last-minute travel changes and cannot access Concur, employees must email our travel agent, American Express Global Business Travel (Amex GBT) at Mednax@amexgbt.com to assist or contact Amex GBT using the phone number located on the initial booking confirmation itinerary.

Reservations made outside of Concur or Amex GBT will not be reimbursed. Any exceptions must be approved by a departmental VP. Due to higher fees, original bookings with a live Amex GBT agent should only be used under last-minute, urgent situations. All booking fees will be reimbursed and charged to the department/PAU provided. Access Concur at www.mednax.net under System Central.

All employees who travel on behalf of the Company must complete a traveler profile. The travel agency will maintain this profile and it can be changed online at any time by the traveler. Traveler profiles should be linked to the employee's corporate card, if available. If an employee has not been issued a corporate card, the traveler profile can be set up with a personal credit card.

The travel agency is guided by this travel policy and will confirm the lowest airfare, car rental rate, and reasonable accommodations rates available on the requested itinerary based on the traveler's needs.

Business meeting and conference travel arrangements must be made online through Concur.

CORPORATE CARDS

Employees are required to use their corporate cards, if available, for all business expenses, including travel. Employees must submit any travel-related refunds on their expense report if the original charge was reimbursed by MEDNAX through a prior expense report.

POLICY ENFORCEMENT

It will be the responsibility of each Company manager to review the expense reports of direct reports to ensure that all employee travel and entertainment meets this policy purpose and that reimbursement is made only for actual, ordinary, necessary, reasonable business expenses in connection with authorized travel as defined in this policy. Managers should know the current travel and entertainment policy and inform their departmental staff of Company policy and procedures. All approved expenses incurred must also be in accordance with your individual departmental or practice budget.

Employees who do not comply with this policy may be subject to delay or withholding of reimbursement and/or disciplinary action.

DOCUMENTATION REQUIREMENTS

REIMBURSEMENT TIMING

Employees are expected to file completed, substantiated, approved expense reports in a timely manner after incurring travel and entertainment expenses (within 14 days of incurrence). Expense reports that are incomplete or not approved properly will be returned and reimbursement will be delayed.

EXPENSE SUPPORTING DOCUMENTATION

Employees must provide the following information to be reimbursed for any business-related travel, meals, or entertainment expenditures.

- Air/Rail passenger receipt/itinerary
- Hotel folio plus credit card receipt or other proof of payment
- Car rental agency invoice and related credit card receipt
- Meal receipts that are itemized, including names of individuals present, their titles, and company name (if applicable)
- Entertainment receipts that are itemized, including names of individuals present and location where the event took place
- In the unusual situation where a receipt is not available, a full explanation of the expense and the reason for the missing receipt is required

TRAVEL ADVANCES

Requests for travel advances may be made in exceptional circumstances to minimize the financial hardship of employees who travel infrequently on official Company business.

TRAVEL PLANNING

Employees are expected to use travel alternatives like tele- or video-conferencing, particularly for internal meetings. Additionally, teams must consider the following when planning any travel. Any requests for exceptions (i.e., teams with customer-facing responsibilities) must be approved by the divisional/departmental VP.

- Pre-approval from the divisional/departmental Vice President is required for all travel.
- Group Travel: Number of attendees to all internal and external meetings should be limited to three employees total and two per function. Any exceptions will be strictly limited and requires prior approval by the divisional/departmental Vice President. Attendance for any larger events like annual meetings will require separate approval for each employee.
- Repeat Travel: Number of trips to the same destination, for the same business reason, by an individual is limited to one for each quarter. Any repeat travel should be approved by the divisional/departmental VP to ensure there are no lower-cost, non-travel alternatives (e.g., transfer of individuals, video-conferencing)

AIR TRAVEL

AIRFARE

Employees are expected to reserve airfare 14-28 days in advance of the date of travel. To control Company travel expenses, MEDNAX employees are expected to accept the lowest logical airfare (LLA) including restricted non-refundable tickets available at the time of booking regardless of personal airline preference.

- LLA should be accepted within a two-hour window (one hour earlier and one hour later) for requested departure and arrival times; acceptance of lower fare flights that might be available outside of the two-hour window is encouraged.
- Connecting flights and alternate airports and low-cost carriers (Spirit Airlines and Frontier Airlines) are not considered for “lowest available fare” comparison

Additional criteria for air travel include the following:

- Coach Class or Economy Class accommodations should always be used
- Upgrades to preferred seats, Business Class, or First-Class will not be reimbursed
- If an employee wishes to upgrade, it is done at the employee’s expense
- Employee participation in frequent flyer programs must not influence flight selection. The Company will not reimburse travelers for tickets purchased with frequent flyer miles
- Out of town travel should only occur when there is significant value added to the business that cannot be accomplished through video conference calls
- Travelers who choose to use their own automobiles or rent a vehicle and drive on a trip where air travel is more appropriate will be reimbursed an amount based on actual mileage from the office to the trip destination at 45 center per mile
- Business trips, which also include circuitous travel for personal reasons, will be reimbursed only for the direct or business portion of the trip. Reimbursement will be calculated from the employee’s business location to the trip destination, not from the personal travel location to the trip destination

FREQUENT FLYER & OTHER BENEFITS

The accumulation of points by participating in airline promotions is for the employee's personal benefit. If an employee does not adhere to Company policy and arranges a more expensive flight to earn points, the employee must pay the difference to the Company at the time of reservation. Any discount/frequent flyer coupons accumulated by an employee on business travel remain the property of the employee.

CLUB MEMBERSHIPS

Dues, initiation fees, and day passes for airline clubs are not reimbursable by the Company.

INSURANCE

The Company provides insurance coverage for employees for accidental injury or death while traveling on Company business. Any purchase of flight insurance, business travel insurance, or personal travel insurance is a personal expense and is not reimbursable.

CANCELLATIONS

When a trip is cancelled after the ticket has been issued, employees must either cancel through Concur or contact an American Express agent to cancel. Failure to notify prior to the scheduled departure time results in a

voided voucher that will be charged to the respective department or practice. Contact information for Concur and American Express can found in the "Responsibility" section of this policy.

UNUSED/VOIDED AIRLINE TICKETS

It is the responsibility of the traveler to contact an American Express agent for Unused or Voided tickets. This information is located on the Travel responsibility section of this document.

AIRPORT PARKING AND CAR SERVICE

When travel originates from the employee's home, the total mileage from home to the office will be deducted from expenses (for example, mileage from the home to the office = 10 miles and mileage from home to the airport = 15 miles, 5 miles should be submitted for reimbursement). Personal car use is reimbursable at 45 cent per mile.

Airport short-term parking will only be reimbursed for same day travel. Long-term parking must be utilized for all overnight stays.

Employees should evaluate airport parking versus utilizing other means of ground transportation (e.g., Uber/Lyft, public transportation) to and from the airport in your home town. The employee is expected to utilize the most reasonable transportation to and from the airport.

RAIL TRAVEL

FARE

Rail travel reservations should be made in such a manner as to secure the best available fare. Available resources include online resources or directly with the rail line (i.e. Amtrak). Below are issues to consider when purchasing rail fare:

- Employees are expected to use the lowest logical fare available
- Employees are expected to reserve 14-day advance notice purchases
- Coach Class or Economy Class accommodations should always be used
- Business Class or First-Class travel will not be reimbursed. Upgrades to Business Class or First Class are considered a personal expense and will not be reimbursed

CAR RENTAL & GROUND TRANSPORTATION

CAR RENTAL BOOKING

All car rentals must be booked directly through Concur or our travel agent. Car reservations made through a different booking channel or agency will not be reimbursed.

Travelers are expected to rent cars from the Company's preferred rental car company, Hertz, and use the MEDNAX corporate code to access negotiated rates and insurance coverage. All rentals must be at the MEDNAX corporate rate or the lowest possible rate per day. No larger than intermediate cars are to be rented.

Luxury car rentals are not permitted and will not be reimbursed. At the time of rental, inspect the car and be sure that any damage found is noted on the contract before the vehicle is accepted.

GROUND TRANSPORTATION

The most cost-effective means of transportation must be used while on Company business. The employee should investigate the use of alternative transportation (Uber, airport shuttle, taxi, etc.) before deciding to rent a car.

LARGER THAN INTERMEDIATE CAR RENTAL

Use of larger or higher category other than an intermediate car must be specifically approved in advance by the person approving the travel expenses and will only be approved when the use of a larger vehicle is necessary to accommodate a large group of people (i.e. four or more) or in the case of adverse weather/geographic conditions.

RENTAL CAR MILEAGE REIMBURSEMENT

Cars rented for business travel with a minimum 200-mile roundtrip will be reimbursed for the lesser of mileage paid at 45 cents per mile or the car rental.

TRAVELER'S RESPONSIBILITY

It is the responsibility of travelers to have valid driver's licenses and clean driving records, if renting cars on behalf of the Company. Travelers covered under this policy should decline any insurance coverage (Collision Damage Waiver-CDW and Personal Accident Insurance-PAI). This coverage will not be reimbursed, if selected. In the event of a rental car accident, travelers must immediately contact the rental car company, local authorities (as required) and the Company's Risk Management Department.

GPS/NEVER LOST DEVICES/SATELLITE RADIO

Travelers covered under this policy should decline GPS, Never Lost Devices and satellite radio. If selected, these devices will not be reimbursed.

RETURNING THE RENTAL

When possible, the traveler is encouraged to refuel the rental car prior to return to avoid refueling charges. Gasoline costs are considerably higher when purchased from the rental company.

Rental cars will be returned on the same day that the business is concluded.

CANCELLATIONS

Travelers are responsible for canceling rental car reservations when required.

NON-REIMBURSABLE COSTS ASSOCIATED WITH CAR RENTAL

Non-reimbursable costs associated with car rental include: unnecessary upgrades, parking tickets, fines, moving violations, or vehicle towing charges, in addition to other items mentioned in this section.

INTERNATIONAL TRAVEL

Employees who need to rent cars outside of the United States should always accept additional coverage.

TAXI AND OTHER GROUND TRANSPORTATION

The cost of taxis to and from places of business, hotel, airports, or railroad stations in connection with business activities is reimbursable. Travelers are encouraged to check with their hotel, prior to arrival, for free shuttle service to and from the hotel and airport or rail station. The most economical mode of transportation, such as a shuttle service, is expected to be used to and from air or rail lines, whenever possible. Rideshare (Uber/Lyft) should be considered when the trip cost will be less.

PERSONAL CAR USE

REIMBURSEMENT FOR PERSONAL CAR USAGE ON COMPANY BUSINESS

Employees using personal cars on Company business will be reimbursed on an amount per mile basis. Travelers who choose to use their own automobiles on a trip where air travel is more appropriate will be reimbursed an amount not to exceed the lowest logical air fare to the destination.

TOTAL MILEAGE ALLOWED

When travel originates from the employee's home, the total mileage from home to the office will be deducted from expenses (for example, mileage from the home to the office = 10 miles and mileage from home to the airport = 15 miles, 5 miles should be submitted for reimbursement). Personal car use is reimbursable per mile with the rate subject to IRS guidelines.

DOCUMENTATION REQUIRED FOR REIMBURSEMENT

Traveler is responsible for providing the following supporting documentation with their expense report:

- Date
- Locations traveled "to and from"
- Business purpose of the trip
- Receipts for tolls/parking

INSURANCE COVERAGE REQUIREMENTS

It is the responsibility of the owner of a vehicle being used for business to carry adequate insurance coverage for their protection of any passengers. Employees will not be reimbursed for any repairs to their personal car even if these costs result from business travel, including accidents during the trip.

NON-REIMBURSABLE COSTS

Non-reimbursable costs associated with personal car use include: gasoline, oil, insurance and depreciation, parking tickets, fines, moving violations or vehicle towing charges, in addition to other items mentioned in this section.

LODGING

RESERVATIONS

All hotel reservations must be booked through Concur or our travel agency. Employees are required to book company-preferred hotels with rates negotiated by American Express. Reserve the standard room type only, at the lowest hotel rate available. Limited-service hotels should be used, wherever available, instead of luxury hotels (e.g., Four Seasons, St. Regis, Ritz-Carlton).

For extended residence, the employee should attempt to obtain lodging on a weekly or monthly basis at a reduced rate.

CANCELLATIONS

Room reservations are always guaranteed for late arrival with the traveler's personal credit card as part of the effort to ensure that a room is available as required. Should the employee need to change or cancel the reservation, it is the employee's responsibility to cancel the reservation in sufficient time to avoid the charge for guaranteed late arrival by either notifying American Express One, or by contacting the hotel directly. Hotel cancellation requirements are located on the travel itinerary, provided to you by American Express One. The Company will not reimburse any charges by the hotel for a no-show due to an employee's failure to comply with this requirement unless there are extenuating circumstances and has appropriate approval.

MEALS AND ENTERTAINMENT

PERSONAL MEALS

Personal meals (see definition of Business Meals, below) are defined as meal expenses incurred when traveling on an out-of-town business trip. The Company will reimburse employees for meal expenses (breakfast, lunch, dinner) up to specified limits defined by city.

Meals that exceed the specified amount by meal will only be reimbursed for the specified limit per day. Meals should be reported for breakfast, lunch, or dinner when incurred.

If a meal is provided by a conference as part of the conference fees and a traveler elects to purchase a meal independent of the conference, such meals will be considered a personal expense and will not be reimbursed.

BUSINESS MEALS

Business meals are meals with a clearly substantiated business purpose and are directly associated with the active conduct of Company business, pursuing new business opportunities, hosting business partners, and recruiting. Expense reports for business meals must show the purpose and nature of the expenditure and include a detailed description of the expense. When dining with other employees, generally the most senior titled employee should submit the meal for reimbursement if the meal takes place out-of-town, such as at a conference, or when authorized by the department for staff reward or recognition.

ENTERTAINMENT

Entertainment expenses are those expenses incurred during a meal or an event that is business-related but social or celebratory in nature and will be reimbursed by the Company. Entertainment expenses include food and beverages, catering services, banquet facilities, decorations, musical groups, sporting events, etc.

MISCELLANEOUS

LAUNDRY

Travelers will be reimbursed for reasonable expenditures related to laundry, cleaning, and pressing of clothing if these services are necessary due to employee's being away from home for at least five consecutive working days or more, or when unusual circumstances make these necessary. Receipts must be attached for any such charges.

OTHER MISCELLANEOUS

Expenses not previously covered should be entered as "Miscellaneous" and a brief explanation must be given. These expenses include but are not limited to passport photos, travel check commissions, etc.

Receipts must be attached for all items.

Travelers will be reimbursed for reasonable tips given. The amount of each tip should be governed by the actual service received and/or the prevailing custom for that service.

NON-ALLOWABLE EXPENSES

It is the Company's policy to reimburse the employee for all reasonable and necessary expenses incurred in conducting Company business; however, there are specific types of expenses which are considered to be unreasonable and unnecessary in nature, and are non-reimbursable:

- Air travel and other personal trip insurance
- Briefcases or other items for personal use
- Incidental snacks while traveling
- Personal entertainment expenses, such as airline headsets, in room movies, sporting events, golf fees/ski lift tickets etc.
- Health Club Fees
- Laundry on trips shorter than five days
- Rental car options such as LDW/CDW Insurance, or Never Lost systems, PAI and liability (except for international travel.)
- Repairs, maintenance, or insurance on personal cars
- Traffic/Parking tickets
- Unauthorized trips, entertainment, gifts or donations
- Unreasonable meal charges
- Travel expenses for family members
- Items of a personal nature such as clothing, shoes, haircuts, newspapers, magazines, toiletry items etc.
- Fees associated with obtaining or possession of credit cards
- Interest charges and annual fees on your personal credit cards used for business
- Airline club membership dues

- Baby-sitting/day care
- Spa charges, saunas, massages
- Pet care fees
- Loss or theft of personal funds or property
- Phone charges (including personal cell phone and hotel room phone expenses)

Schedule 1 **Privacy & Data Security**

“Customer Data” as used herein means any and all data and information delivered by or on behalf of, or collected directly or indirectly from, Customer, its affiliates, or their respective customers, Customer’s end users, including without limitation any such data or information collected via the Services, which may include, without limitation Personal Data.

“Personal Data” as used herein means that subset of Customer Data relating to an identifiable natural person who can be directly or indirectly identified in particular by reference to an identifier (“Data Subjects”), including without limitation information or data that (i) directly or indirectly identifies or can be used to directly or indirectly identify, contact or locate an individual, or (ii) any other information which may be considered to be of a personally identifying nature as determined by applicable law from time to time (e.g., without limitation, any data as may be considered Personal Data or the equivalent under US law and/or as may be considered Personal Data under the EU General Data Protection Regulation (“collectively “Applicable Data Protection Law”)). By way of example only, without limitation, Personal Data includes information such as name, email address, home address, credit card information, banking information, social security number, phone number(s), sensitive personal information, including but not limited to confidential medical information, and similar information, and any other identifier. For clarity, all Personal Data is Customer Data, but not all Customer Data is Personal Data.

Appointment. Customer shall be deemed the controller and appoints Vendor as a processor to process the Customer Personal Data.

Purpose Limitation. All Customer Data shall be considered Confidential Information of Customer, and Vendor will not disclose such Customer Data to any third party or use such Customer Data for any purpose other than as necessary to provide the Services to Customer under this Agreement. Vendor acknowledges and agrees that from time to time during the term of this Agreement, Vendor, its employees, agents and approved subcontractors or assigns may be exposed to or have access to Personal Data of Customer. Vendor acknowledges that due to certain mandatory data protection laws, the handling of Personal Data is subject to certain legal requirements. Vendor will not view, de-encrypt, or otherwise access Personal Data unless such access is necessary for the performance of Vendor’s obligations under this Agreement.

Compliance with Laws and Security Safeguards. Vendor will comply with the applicable laws including without limitation all Applicable Data Protection Laws, and other general data protection and/or privacy regulations, relating to the storage, protection, transmission, and disclosure of Personal Data, including Customer Confidential Information, and all Customer Data, and the provision of the Vendor Services. Vendor agrees that it shall not transform any Customer Data into Personal Data by combining it with any other first party or third-party data, including for example, without limitation, by combining any IP address, ad ID, or mobile device ID with information that could result in the identification of any individual. Vendor will maintain and enforce physical and logical security procedures with respect to its access and maintenance of the Vendor Services, and any Customer Confidential Information, including all Customer Data, contained therein, and provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing and nature of the Customer Confidential Information and Customer Data, consistent with best industry practice and standards. Vendor will take reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek to modify or access the Vendor Services and associated network or systems, or the information found therein without authorization, and to secure and defend Customer Confidential Information, including Customer Data and use of the Vendor Services from other third-party users. Vendor shall monitor and enforce a policy that prevents employees and agents from using any non-business applications that could affect network and/or tool data security. Without limiting the generality of the foregoing, no peer to peer applications shall be permitted on Vendor’s network or on any systems or hardware storing any Personal Data.

Access to Systems. If Vendor’s employees, consultants or other representatives or agents (“Vendor Personnel”) will be given access to Customer’s computer system(s) or software (“Customer Network”) in connection with the Services, Vendor and such Vendor Personnel will comply with Customer’s applicable security policies, procedures and requirements (“Security Regulations”), as may be provided to Vendor and revised by Customer from time to time. Without limiting the foregoing, Vendor will not violate the Security Regulations nor tamper with, compromise or circumvent any security or audit measures employed by Customer. Vendor will ensure that only those Vendor Personnel who are specifically authorized to gain access to the Customer Network gain such access and will prevent the unauthorized destruction, alteration or loss of information contained therein. Vendor Personnel shall only have access to the Customer Network if and to the extent necessary to perform the Services required, and each individual Vendor Personnel shall have a unique traceable and trackable login, and Vendor shall be responsible for all actions and inactions of each and all Vendor Personnel. If at any time Customer or Vendor determines that any Vendor Personnel: (i) has sought to circumvent or has circumvented the Security Regulations; (ii) has accessed or may access the Customer Network without authorization; or (iii) has engaged in activities that may lead to the unauthorized access, destruction, alteration, or loss of data, information or software, Vendor will immediately terminate any such Vendor Personnel’s access and will immediately notify Customer of the events warranting such termination. If Customer reasonably determines that any Vendor Personnel has attempted to circumvent or has circumvented the Security Regulations, Customer may immediately terminate such Vendor Personnel’s access to the Customer Network and will advise Vendor of such termination. Notwithstanding anything to the contrary in this Agreement, any failure by Vendor, any Vendor Personnel or other agents or representatives to comply with the Security Regulations will constitute a breach of this Agreement entitling Customer to terminate this Agreement immediately upon written notice to Vendor. At any time during the Term, Customer may audit Vendor’s use of the Customer Network. Vendor agrees that Customer may review any information, electronic mail communications, and other data stored on or contained

in any computer hard drive, disk, or any other storage medium to determine whether there has been any breach of security or violation of this Agreement. In the event that Customer concludes, in its reasonable judgment, that there has been any breach of security or violation of this Agreement by Vendor or any Vendor Personnel, agent or representative, Customer reserves the right to disclose any computer files or electronic mail messages to third parties, including (but not limited to) law enforcement officials, as Customer deems appropriate, without any prior notice to any individuals who may have written, sent or received such files or messages. Notwithstanding anything herein to the contrary and without limiting any other rights or remedies to which Customer may be entitled, whether under this Agreement, at law, or in equity, Vendor shall reimburse Customer for any and all damages suffered or incurred by Customer that are caused by or otherwise reasonably attributable to the acts or omissions of Vendor Personnel, whether in connection with the Services pursuant to this Agreement or otherwise, including, but not limited to, any Vendor Personnel's access (whether physically, electronically, or otherwise) to a Customer facility.

Confidentiality Requirements for Employees & Agents. Vendor shall inform all its employees, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data and shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

International Transfers. Vendor shall not transfer any Personal Data (nor permit the Personal Data to be transferred) outside of the European Economic Area ("EEA") the US, or other country of origin, as the case may be, unless (i) it has first obtained Customer's prior written consent; and (ii) it takes such measures as are necessary to ensure the transfer is in compliance with applicable law, including all Applicable Data Protection Laws. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with applicable law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

Subcontractors. Vendor shall not subcontract any processing of the Personal Data to a third-party subcontractor without the prior written consent of Customer.

Data Processing Agreement. If Customer reasonably and in good faith determines that it requires Vendor to execute a separate industry standard Data Processing Agreement, then Customer shall deliver its standard DPA, and then the parties shall negotiate in good faith, and shall enter into such an agreement as mutually agreed, with such mutual agreement over terms and conditions not to be unreasonably withheld.

Cooperation with Data Subjects' Rights. Vendor shall provide all reasonable and timely assistance (including by appropriate technical and organizational measures) to Customer to enable Customer to respond to: (i) any request from a Data Subject to exercise any of its rights under applicable law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of such Data Subject's Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Vendor, Vendor shall promptly inform Customer, providing full details of the same.

Deletion or Return of Customer Data: Upon termination or expiration of this Agreement, Vendor shall (at Customer's election) destroy or return to Customer all Customer Data (including all copies of the Personal Data) in its possession or control (including any Customer Data subcontracted to a third-party for processing). This requirement shall not apply to the extent that Vendor is required by any applicable law to retain some or all of the Personal Data, in which event Vendor shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

Data Breach Notification and Remedial Measures. Notwithstanding any provisions in the Agreement to the contrary, Vendor shall notify Customer in writing immediately (within 48 hours of becoming aware or being notified) of any actual or suspected unauthorized disclosure, access, acquisition, or use of any Customer Data, whether or not including any Personal Data, by Vendor (including its agents or subcontractors), whether or not due to fault or breach by Vendor or its agents or subcontractors ("Privacy Incident"). Vendor shall be responsible and liable for any Privacy Incident to the extent caused by or arising out of (a) Vendor or its agents' or subcontractors' acts, omissions, negligence, or misconduct, or (b) any violation of this Agreement or applicable laws, including without limitation pertaining to privacy or data security ("Vendor Data Breach"). Vendor shall promptly investigate any Vendor Data Breach and/or any other Privacy Incident and attempt to determine the cause and mitigate against future occurrences, all in coordination with Customer. To the extent that a Vendor Data Breach gives rise to a need under applicable law, industry standards, or in Customer's reasonable judgment, to provide (a) notification to public authorities, individuals, or other persons, or (b) undertake other remedial measures (including notice, credit monitoring services and the establishment of a call center to respond to inquiries) (each of the foregoing a "Remedial Action"), at Customer's request, Vendor shall, at Vendor's cost, timely undertake such Remedial Actions.

Injunctive Relief. Vendor acknowledges and agrees that disclosure or use of data or information in violation of this Agreement could cause irreparable harm to Customer for which monetary damages may be difficult to ascertain or an inadequate remedy; therefore, Customer will be entitled, in addition to all other remedies available, to injunctive and equitable relief to prevent, cease or otherwise redress such a breach of this Agreement.

Audit. Vendor shall permit Customer (or its appointed third-party auditors) to audit Vendor's compliance with this Exhibit, and shall make available to Customer all information, systems and staff, and access to facilities, systems, records and supporting documentation, necessary for Customer (or its third-party auditors) to conduct such audit, which may include, without limitation, penetration and security tests, of any and all Vendor systems and their housing facilities and operating environments. Vendor acknowledges that Customer (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that Customer gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Vendor's operations. Customer will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Customer believes a further audit is necessary due to a Vendor Data Breach or Privacy Incident.

Indemnification. In addition to, and without limiting any other indemnities in this Agreement, Vendor hereby indemnifies, defends and holds harmless Customer and its Affiliates and agents, and all of their respective present and former officers, members, shareholders, directors, employees, agents, successors, heirs and assignees, from and against any and all losses, liabilities, claims, fines, costs, damages, and expenses (including,

without limitation, reasonable attorneys' fees, disbursements and administrative or court costs) paid or incurred in connection with claims by any third party resulting from any breach of this Exhibit.

Survival. Notwithstanding anything to the contrary, the obligations in this Exhibit shall survive expiration or termination of the Agreement.

Schedule 2 **Escrow Agreement Terms**

Establishment of Escrow.

1. In order to secure the ongoing supply and maintenance of Licensed Software to Customer, Supplier shall, within twenty (20) business days of the execution of this Agreement, enter into an escrow agreement (the "Escrow Agreement") with a reputable escrow agent doing business in the United States and reasonably acceptable to Customer (the "Escrow Agent"), for the deposit, update and safekeeping of Deposit Materials. The Escrow Agreement shall be in a form reasonably acceptable to Customer and shall contain terms and conditions consistent with the terms of this Agreement and shall name Customer as a beneficiary to the escrow. Supplier shall bear the costs associated with the preparation, negotiation and execution of the Escrow Agreement and the establishment and maintenance of the escrow arrangements, including all fees assessed by the Escrow Agent.
2. Supplier shall make an initial deposit of Deposit Materials with the Escrow Agent that is complete and functional in all respects within ten (10) days of the execution of the Escrow Agreement. The initial deposit and all subsequent deposits and updates shall be delivered to the Escrow Agent in the method and manner specified by Escrow Agent, at the sole expense of Supplier. All references to the Deposit Materials shall include the initial deposit and all updates.
3. Supplier shall update the Deposit Materials within fifteen (15) days of each new generally available release, or specific release made available to Customer, of an update, upgrade, or new version of the Deposit Materials or of a Product, and as may be prudent or necessary in light of the circumstance. Notwithstanding the foregoing, Deposit Materials placed in escrow shall at all times be maintained and updated in their most current form and in complete and working order.
4. The Deposit Materials shall at all times comply with the following standards:
 - i. Supplier shall be the lawful owner or have lawful possession of all Deposit Materials provided to Escrow Agent, free of any liens or encumbrances as of the date of the deposit;
 - ii. All Deposit Materials shall be readable and useable in their then current form and the Deposit Materials shall represent a complete repository of all intellectual property, designs, instructions, developer notes, proprietary and third party products and tools, compilers, de-compilers, translators, source code in human readable form, documentation of all information, assistance, know-how and other tangible and intangible materials as are sufficient and necessary to enable Customer to maintain, develop, build, compile, replicate and manufacture the Software to be delivered to Customer under this Agreement; provided that if any third party products, technology, Software, or tools ("Third Party Products") cannot

be legally placed in escrow, the Deposit Materials will include complete and accurate details regarding the Third Party Products, including but not limited to a description of the Third Party Products, the version or model used, and identification of and contact information for the third party, and information on the terms and conditions (including pricing) on which Supplier has procured the Third Party Products; and

iii. If any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material shall be deposited contemporaneously.

5. The Escrow Agreement shall specify the procedures for and conditions on which (the "Release Conditions") the Deposit Materials shall be released to Customer. The Escrow Agreement shall define, a Release Condition to mean the existence or occurrence of any one or more of the following circumstances:

- i. Entry of an order for relief against Supplier under Title 11 of the United States Bankruptcy Code, to the extent applicable, or under any similar foreign laws;
- ii. The making by Supplier of a general assignment for the benefit of creditors;
- iii. The appointment of a receiver, liquidator, conservator or trustee in bankruptcy of Supplier's business or property, or the entry by a court of an order for winding up of the business of Supplier;
- iv. Action by Supplier under any insolvency or similar law for the purpose of its bankruptcy, reorganization, receivership or liquidation;
- v. A loss of capital or deemed inadequacy of statutory capital of Supplier such that Supplier's operational or statutory corporate viability is materially threatened, with no reasonable likelihood of an available remedy within the succeeding thirty (30) days;
- vi. The written notification by Supplier to Customer that the Software has been deemed by Supplier to be "end of life" or will no longer be supported by Supplier;
- vii. The inability of Supplier to meet its current liabilities with available resources, or the taking of any action by the auditor of Supplier to report publicly a lack of liquidity of the Supplier to the commercial court.
- viii. A material breach by Supplier under this Agreement that remains uncorrected for a period of thirty (30) days or more, or any other material failure or incapacity of Supplier to honor its obligations to Customer to supply, maintain, or provide technical support for Products.

6. Customer shall have the perpetual right and non-exclusive license under this Agreement to use the Deposit Materials for the purpose of continuing the benefits reasonably intended to be afforded to Customer under this Agreement, which shall, in any event, include the right to copy, maintain, modify, distribute, display and in all respects utilize the Deposit Materials in order to manufacture, develop, produce, and maintain Software to ensure that Customer can continue to receive an uninterrupted supply of Software for the manufacture, distribution and sale of Software and Products. Customer shall use commercially reasonable efforts to protect confidentiality with respect to all Deposit Materials.