

1. DEFINITIONS

The following terms shall have the meaning set forth below for purposes of these **Terms and Conditions for the Purchase of Cloud Services**:

- 1.1. **“Authorized User”** means an employee, consultant, provider, contractor, or other agent of a CareOregon authorized to access and use the Cloud Service on behalf of CareOregon, and, if applicable, a patient or member of CareOregon and their authorized representatives and family members.
- 1.2. **“Cloud Service”** means a Contractor hosted software or platform, or Online Content, that is made available for CareOregon's use via the Internet. Cloud Service includes the software application, platform, content, Documentation, hosting, management, support and maintenance services, together with all Updates and workarounds, corrections, modifications, and improvements, provided by Contractor under the Vendor Agreement. Any services, functions, processes and responsibilities, whether or not specifically described in the Vendor Agreement, that are required for or inherent in the proper performance and delivery of the Cloud Service described therein shall be deemed to be part of the Cloud Service. The Cloud Service is the Services within the meaning of the Contract.
- 1.3. **“Contract”** means the contract documents entered into between the Contractor and CareOregon that these Terms and Conditions for Clouds Services are incorporated by reference to.
- 1.4. **“Documentation”** means all reference and user manuals and guides describing the Cloud Service and other supporting technical information, materials and documentation.
- 1.5. **“Go-Live Date”** means the date CareOregon's production usage of the Cloud Service commences.
- 1.6. **“Implementation Services”** means professional services provided by Contractor to configure and implement the Cloud Service and as otherwise specified in an applicable Contract. Implementation Services shall not include software development or customization. Implementation Services are a Service within the meaning of the Contract.
- 1.7. **“CareOregon”** has the meaning set forth in the Contract.
- 1.8. **“CareOregon Data”** means all data and information entered into the Cloud Service by Authorized Users and as set forth in the Contract.
- 1.9. **“Online Content”** means content, knowledgebases, databases or other information or data that is made available for CareOregon's use via the Internet.
- 1.10. **“Service Levels”** means the levels of performance Contractor is required to provide for the Cloud Service, as set forth in the Documentation and/or Vendor Agreement.
- 1.11. **“Specifications”** means the features, functions, performance requirements, acceptance criteria, interface specifications and other technical or functional specifications applicable to the Cloud Service(s) that are identified or referenced in the Vendor Agreement and the Documentation.
- 1.12. **“Contractor Infrastructure”** means the computer hardware, software, communications systems, network and other infrastructure used by Contractor to host and provide the Cloud Service.
- 1.13. **“Updates”** shall mean any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Cloud Service (and any related Documentation) that may be provided or otherwise made generally available by Contractor from time to time to customers of the Cloud Service.

2. CLOUD AND IMPLEMENTATION SERVICES

- 2.1. **Provision of Cloud and Implementation Services.** Contractor shall provide the Cloud Service and Implementation Services (if applicable) in accordance with the Vendor Agreement and any applicable Service Levels, including, setup, configuration, operation, and management of Contractor Infrastructure required by Contractor to host, operate, maintain, and provide the Cloud Service. Contractor will provide CareOregon and its Authorized Users with access via the public Internet to the Cloud Service, including all identification numbers, keys and passwords

and Documentation which CareOregon and Authorized Users may require to access and use the Cloud Services, commencing on the Go-Live Date. Contractor hereby grants to CareOregon and the Authorized Users a worldwide, non-exclusive right and license to (i) access, execute, use, perform, and display the Cloud Service for the benefit of CareOregon, (ii) modify, publish, transmit, create derivative works of Online Content for the benefit of CareOregon; and (ii) reproduce, distribute, and display the Documentation to Authorized Users. The rights granted by Contractor hereunder include the right of CareOregon to have such rights exercised by third parties on its behalf. Contractor and its licensors own and shall retain all intellectual property rights in and to the Cloud Service (excluding CareOregon Data) and Documentation and the Contractor Infrastructure.

- 2.2. Maintenance and Support for Cloud Service.** Contractor shall provide maintenance and support regarding the Cloud Service, including as applicable: (i) causing the Cloud Service to operate according to the Specifications and correcting reported errors; (ii) performing preventive maintenance on the Contractor Infrastructure; and (iii) providing periodic Updates to the Cloud Service and Contractor Infrastructure, including at least all Updates made generally available to Contractor's customers. Notwithstanding the foregoing, (a) no Update shall serve to reduce the features and functionality, or the scope of Cloud Service provided under the Vendor agreement without CareOregon's prior written consent; and (b) any Update that requires a change to CareOregon's systems, processes or manner of access to the Cloud Service shall be subject to CareOregon's prior written approval. To the extent Contractor acquires some or all components of the Cloud Service and associated Contractor Infrastructure from third parties, Contractor shall be responsible for obtaining appropriate Updates and upgrades from such third-party suppliers and applying them in a manner that does not disrupt the provision of the Cloud Service.
- 2.3. Protection against Malicious Code and Disabling Devices.** Contractor will not knowingly introduce any malware, viruses, worms, Trojan horses, spyware, logic bombs, disabling code, other computer instructions, devices, techniques or other malicious code into the Cloud Service that can or were designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down the Cloud Service or CareOregon's processing environment, or intended by Contractor to limit the use of the Cloud Service to particular computers, servers or processors/CPUs ("**Malicious Code**"). Contractor will implement reputable and industry standard virus detection/scanning program(s) to scan all files transmitted to CareOregon and all Contractor Infrastructure used to provide the Cloud Services. Contractor shall continuously update such virus detection/scanning program(s) for the detection, prevention, and recovery to protect against Malicious Code and will also implement appropriate user awareness procedures.
- 2.4. Restrictions on Use of Cloud Service.** Except for use by Authorized Users as permitted herein, CareOregon may not (i) sell, assign, sublicense or otherwise transfer the Cloud Service to third parties outside of CareOregon, (ii) resell the Cloud Service to third parties outside of CareOregon; (iii) use the Cloud Service to provide or perform service bureau processing, or hosting services for any third party outside of CareOregon; or (iv) use the Cloud Service to knowingly transmit malware, spam or other unsolicited emails in violation of Law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content.
- 2.5. Prohibited Tracking.** Without CareOregon's prior written approval, Contractor shall not do any of the following: (i) implant any "cookies" on any computer of CareOregon or its Authorized Users, except as necessary for the Cloud Service to perform for CareOregon in conformity with its Documentation (and not for purposes of monitoring users or usage within or outside of the Cloud Service) or as explicitly authorized in writing by CareOregon, (ii) track the Internet usage or other computer usage of CareOregon and its Authorized Users except as explicitly authorized in writing by CareOregon, (iii) use any data or information of CareOregon or Authorized Users

to directly or indirectly market products or services to CareOregon or Authorized Users, and (iv) transfer or sell any lists of Authorized Users to any third party.

2.6. Implementation Services. If Implementation Services are required in the Vendor Agreement, Contractor shall provide such Implementation Services on the terms and schedule set forth therein. The performance of any software development or customization services is outside the scope of the Vendor Agreement.

2.7. Acceptance Testing. If Acceptance Testing is provided in the Vendor Agreement, CareOregon shall have at least thirty (30) days from the Delivery Date of the Cloud Service to perform initial acceptance testing of the Cloud Service ("**Acceptance Period**"). At the end of the Acceptance Period, CareOregon either inform Contractor that Cloud Service is accepted or identify in reasonable detail why the Cloud Service failed to meet the applicable Specifications. Contractor shall have ten (10) business days to address CareOregon's concerns. If, at the end of such ten (10) business day period, CareOregon determines the Cloud Service continues to fail to meet its Specifications, CareOregon may, at its option, either (i) terminate the Vendor Agreement and receive a refund of any fees paid, or (ii) extend the time for Contractor to address CareOregon's concerns. CareOregon's acceptance of the Cloud Service will not limit the obligations of Contractor under the warranty or Service Level provisions of the Vendor Contract.

2.8. Additional Invoicing Requirements. In addition to the invoicing and payment requirements in the **Contract**, unless otherwise set forth in the Vendor Contract, Contractor will not invoice CareOregon and CareOregon shall not be obligated to pay any fees: (a) for the Cloud Service until the Go-Live Date has occurred; and (b) for Implementation Services until Contractor has completed the Implementation Services and they have been accepted by CareOregon.

3. CareOregon DATA

3.1. Risk of Data Loss. In the event any CareOregon Data is damaged, lost or destroyed due to any act or omission of Contractor, Contractor shall be responsible for the prompt regeneration or replacement of such information. Contractor shall prioritize this effort so that the loss will not have an adverse effect upon CareOregon's business or Contractor's provision of the Cloud Service. CareOregon agrees to cooperate with Contractor to provide any available information, files or raw data needed for the regeneration of the lost information. If Contractor fails to correct or regenerate the lost or destroyed information within the period of time reasonably set by CareOregon, then CareOregon may obtain data reconstruction services from a third party, and Contractor shall cooperate with such third party as requested by CareOregon.

3.2. Disposition of CareOregon Data upon Expiration or Termination. Upon expiration or termination of the Vendor Agreement (or as part of Transition Assistance, if applicable), Contractor will either provide CareOregon Data in Contractor's or its subcontractors' possession to CareOregon in the format(s) reasonably requested by CareOregon or CareOregon's designee and destroy any residual copies in its/their possession or destroy the CareOregon Data without providing a copy to CareOregon, as directed by CareOregon. Contractor shall not be obligated to destroy CareOregon Data maintained in archival form if destruction is infeasible, and any such CareOregon Data retained shall only be used for archival purposes and will remain subject to the confidentiality terms of the Contract, and the requirements in the CareOregon Data Security Requirements and/or any applicable business associate agreement.

4. TRANSITION ASSISTANCE

Contractor shall provide the transition assistance ("**Transition Assistance**") described in this Section and shall cooperate in an orderly and efficient transition to CareOregon or to a successor vendor of CareOregon commencing upon CareOregon request and continuing for a period up to thirty (30) days after the end of the Term (the "**Transition Period**"). Except as otherwise mutually agreed by the parties, during the Transition Period, Contractor will continue to provide the same level and quality of the Cloud

Service required under the Vendor Agreement as in effect during the period ninety (90) days prior to the start of the Transition Period and CareOregon will pay the same fees therefor during the Transition Period. The parties acknowledge and agree that the overriding principle of the transition shall be maintenance of the continuity of the Cloud Service and CareOregon's satisfaction; and Contractor agrees to provide all services reasonably required by CareOregon to achieve this principle and a seamless transition. Contractor shall provide Transition Assistance to CareOregon or its designee regardless of the reason for the expiration or termination of the Vendor Agreement. Termination of the Vendor Agreement shall not act as a waiver of any breach of the Vendor Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under the Vendor Agreement.