

MASTER SOFTWARE AND SERVICES AGREEMENT

SIGNATURE PAGE

THIS MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") (3M Health Information Systems, Inc. is now known as Solventum Health Information Systems, Inc. with offices at the same location and with the same Federal Tax ID number and payment remittance information. Client will continue to see rebranding activities until all such 3M Products have been rebranded.) having an office at **575 West Murray Boulevard, Murray, Utah 84123-4611** and **the County of Ventura, as owner and operator of Ventura County Medical Center** ("Client") with offices at **300 Hillmont, Ventura, CA 93003-3099** (collectively the "Parties" or individually the "Party") shall be effective as of the date last signed ("Effective Date").

The Parties acknowledge that the agreement(s), listed below, shall be terminated and cancelled in their entirety upon the conclusion of **December 27, 2024**, with the exception of any Services being contracted for (but not yet completed and invoiced) under the agreement(s) below which were not added to this Agreement ("Outstanding Services"). Such Outstanding Services under the agreement(s) below shall not be cancelled and shall continue to be completed and invoiced under the agreement(s) they were originally contracted for, and such agreement(s) will be extended to the extent necessary to complete such Outstanding Services. After the completion of any such Outstanding Services, the agreement(s) below shall terminate in their entirety:

DESCRIPTION OF AGREEMENT	DATED	AGREEMENT NUMBER (IF APPLICABLE)
Master Software and Services Agreement	12/13/2018	O18565-18

REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO:	ACH AND WIRE TRANSFERS TO:
Solventum Health Information Systems LBX #: 844394 PO Box 844394 Dallas, TX 75284-3398	JPMorganChase 1 Chase Manhattan Plaza New York NY 10081 Beneficiary A/C Name: Solventum Health Information Systems, Inc. ABA # 021000021 Account # 192825864 Swift address: CHASUS33 (for International Use)

WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:

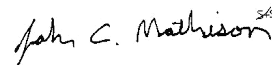
County of Ventura c/o Ventura County Medical Center 300 Hillmont Ventura, CA 93003-3099 Attention: Jeana Miller, IT Contracts Manager	SOLVENTUM HEALTH INFORMATION SYSTEMS 575 West Murray Boulevard Murray, UT 84123-4611 Attention: Contract Negotiations With copy to: 2510 Conway Avenue St. Paul, MN 55144-1000 Attn: Solventum Legal Affairs
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To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

THE COUNTY OF VENTURA, AS OWNER AND OPERATOR OF VENTURA COUNTY MEDICAL CENTER **SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.**

BY:

BY:



NAME:

NAME: John C. Mathison

TITLE:

TITLE: HIS Operations

DATE:

DATE: **February 28, 2025**

Please email a purchase order in the amount of **\$185,686.87**, this signed Agreement and applicable Tax-Exempt forms to:
hiscontractsubmission@solventum.com

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER :
12/10/24 EK CR	***			
REVISION DATE / BY:	VERSION:	CMR No:		
	1.0.0	05311759	Q50855	2931120
				Q50855-24 MSSA

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Solventum Information" means all pricing, information, Solventum Products, Deliverables, Results, Software Output, Solventum Personnel's information, all non-public information regarding Solventum products and services made available in the course of presentations, demonstrations and Solventum-sponsored client events (such as client webinars and conferences), and any other items both tangible and intangible provided by Solventum under this Agreement.

1.2. "Solventum Personnel" means Solventum's employees, agents, contractors, and subcontractors.

1.3. "Solventum Product" means any item listed on a Schedule.

1.4. "Authorized Site" means any facility Controlled by Client that is specifically identified on the applicable Schedule as an Access Site, Install Site, or Host Site. "Controlled" is defined as Client possessing fifty-one percent (51%) or more of the voting stock, other ownership interest in the Authorized Site, or as otherwise agreed to by Solventum.

1.4.1. "Access Site" means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an "ACCESS" site.

1.4.2. "Host Site" means a third-party contractor authorized by Solventum to host the Software on behalf of Client and is identified on the applicable Schedule as a "HOST" site.

1.4.3. "Install Site" means the Authorized Site's physical location where the Software has been installed and which is listed on the applicable Schedule as an "INSTALL" site.

1.5. "Authorized User" means an Authorized Site's employees and contingent workers (non-employee individuals hired by Client through a staffing agency to supplement Client's employee workforce and perform services exclusively for Client on a temporary basis, not to exceed a twelve-month period) and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). An Authorized User does not include any individual or entity using the Solventum Information in a manner not specifically authorized in this Agreement.

1.6. "BAA" means business associate agreement as defined within HIPAA.

1.7. "Client Applications" means any Client developed software.

1.8. "Client Data" means all information provided by Client to Solventum under this Agreement.

1.9. "Client Equipment" means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites that meet or exceed Solventum's then-current minimum configuration requirements for using the particular Software.

1.10. "Client Input" means any idea, suggestion, comment, or recommendation made to Solventum regarding the Software, Services, or any component thereof.

1.11. "Consulting Service(s)" means the specific professional or consulting services performed by Solventum for Client pursuant to the terms in Appendix 2, and the listed fees on Schedule 2, which may be further defined in a SOW attached to Schedule 2.

1.12. "Deliverables" or "Results" means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, or other work product that Solventum delivers to Client or may make available to Client using Software, the client portal, or other method as defined in the relevant SOW.

1.13. "Documents" means written reference, specifications, and operations and/or users manuals for Solventum Products.

1.14. "I&T" means implementation and training services for Solventum Products that are required to be provided by Solventum to properly install and train Client to support the installation of the Solventum Product. Solventum Products requiring implementation and training are added on the applicable Schedule.

1.15. "Interface" means enabling the communication between a non-Solventum Product and a Solventum Product.

1.16. "License Start Date" or "Go-Live" means with respect to: (a) Software to be installed on Client Equipment by Solventum - the date on which Solventum has completed all I&T tasks and the respective module(s) of Software are made available to Client for actual, productive use in a live environment; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation); or (c) Software that is to be maintained on Solventum equipment - seven (7) days after the date on which Solventum provides Client with access to and use of the Software. The above definition will apply to all Appendices unless otherwise stated on the applicable Appendices.

1.17. “Perpetual Software” means the Software licensed to Client for a one-time license fee that Client may use indefinitely and is listed on the Schedule attached to the applicable Appendix.

1.18. “Schedule” means the document so titled and attached to the respective Appendix, which lists each Solventum Product to be provided, the Authorized Site(s), and the associated fees.

1.19. “Services” means implementation services (described in Section 2), Support Services (described in Section 3), or training services (described in Section 2).

1.20. “Software” means all copies of Solventum owned computer program(s) with incorporated Third-Party Content, licensed under this Agreement and is identified on the applicable Schedule.

1.21. “Software Output” means any data obtained from use of the Software.

1.22. “SOW” means a statement of work or scope of work document so titled that describes the Solventum Product and sets forth project specific details.

1.23. “Support Portal” means the web address (<https://support.3mhis.com>) where Client must register and maintain an account to receive Support Services for their Solventum Products.

1.24. “Support Services” means the Services provided by Solventum to support the Solventum Products, as described in Section 3, which requires Client to maintain an active account on the Support Portal.

1.25. “Territory” means the United States of America, its territories and protectorates.

1.26. “Third-Party Content” means all non-Solventum owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by Solventum for use in combination with the Solventum Product.

1.27. “Update” means an enhancement or modification to the Software which are generally made available by Solventum without an additional or increased License fee.

1.28. “Use Rights” means the limited rights to specific Solventum Information granted by Solventum to the Client.

2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. Ownership. Solventum, and its suppliers, are the sole and exclusive owners of all right, title, and interest, including without limitation, all extant patent rights, copyrights, trademarks, proprietary information, and trade secrets (collectively, “Intellectual Property Rights”), in and to the Solventum Information, derivative works, and analytical tools that Solventum utilizes. This Agreement does not transfer to Client, in whole or in part any title to or ownership of the Solventum Information or any Intellectual Property Rights associated with Solventum Information.

2.2. Use Rights and Restrictions. Client’s Use Rights and restrictions to Solventum Products are found on the applicable Appendix.

2.3. Third-Party Access to or Use of Solventum Information. Client is prohibited from providing or allowing any third-party to use, access, or host Solventum Information, without Solventum’s prior written consent as set forth in this Section. A third-party will only be considered an Authorized Site and/or Authorized User when: (a) Solventum, in its sole discretion, agrees to permit the third-party to use, access, or host the Solventum Information, (b) the third-party and Solventum have executed a Solventum prepared third-party confidentiality agreement which expressly provides for limited rights of the third-party to Solventum Information; and (c) the third-party has been added to the applicable Schedule.

2.4. Suspension. Solventum may suspend Client’s Use Rights in the event: (a) Client is in breach of this Agreement; (b) of a denial of service attack or other attack on the Software; (c) Solventum determines there is a reasonable likelihood of risk to Solventum, the applicable Solventum Product, or any of Solventum’s clients, if access to or use of the Solventum Product were not suspended; or (d) any Solventum Product is prohibited by law or Solventum otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons. Solventum may endeavor to provide Client notice of any suspension under this section and information regarding resumption of Client’s Use Rights to the effected Solventum Product following any such suspension.

2.5. Interface Development. Interface(s) to Software maintained on Solventum’s equipment are developed exclusively by Solventum. Interface(s) to Software on Client Equipment shall be permitted as outlined below.

2.5.1. Solventum Interface Development. Client may engage Solventum to create, install and support Interface(s) between the Software and any other software.

2.5.2. Client Interface Development for Client Developed and Deployed Application. Client may use the Software and Documents to self-create, install and support Interfaces between the Software and any Client Applications. Client assumes full risk and takes full responsibility for any Interface it creates.

2.5.3. Third-Party Interface Development for Client Developed and Deployed Applications. If Client desires to engage a third-party to develop an Interface to Client Applications, the third-party must comply with Solventum's third-party confidentiality agreement requirements, before a third-party may access/use Solventum Information. Client assumes full risk and takes full responsibility for any Interface it engages a third-party to create.

2.5.4. Third-Party Interface Development. If Client desires to engage the vendor of third-party software licensed by Client to create, install and/support an Interface between the Software and the third-party vendor's software, and the foregoing requires the third-party software vendor to access the Software or Documents (including any Interface-related information supplied by Solventum to Client), the third-party software vendor must first enter into a Solventum prepared third-party interface agreement. Client assumes all risk and responsibility for any Interface it engages a third-party vendor to create.

2.6. Verification. Upon thirty (30) days advance notice, and no more than once every twelve (12) months, during Client's regular business hours, Client shall allow Solventum, or a third-party designated by Solventum, to inspect and audit applicable books and records for the purpose of verifying Client's compliance with its obligations under this Agreement. The cost of any audit shall be paid for by Solventum; however, Client shall pay for the expense of the audit if the audit reveals a material breach of this Agreement (including, without limitation, underpayment of fees by three (3%) percent or more), but in no event shall the audit fee exceed \$25,000. If any such audit reveals a material breach of the Agreement Solventum may exercise any of its legal rights until such breach is remedied or the Agreement is terminated.

2.7. Third-Party Content. Except as otherwise indicated, all terms and conditions of this Agreement apply to Third-Party Content. Exhibit B (Third-Party Content Terms and Conditions) contains the contractually required flow-down provisions for Third-Party Content that may be incorporated in Solventum Products. Solventum may modify the contents of Exhibit B as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B.

2.8. Use and Security.

2.8.1. Solventum Responsibility. Solventum is responsible for the security of Client Data and any Solventum Product that is installed on Solventum equipment.

2.8.2. Client Responsibility. Client is responsible for all security of, access to, and use of Solventum Information under this Agreement, the acts and omissions of Authorized Sites and Authorized Users, and the security of Client Equipment.

2.8.2.i. Business Decisions. Client is responsible for the use of Solventum Information in connection with the conduct of Client's business and medical care afforded to individuals by Client. Accordingly, Client agrees to indemnify and hold Solventum harmless from any demands, claims, or suits by any party for loss, judgment, damages or expenses arising out of or related to use of the Deliverables by Client or any other person.

2.8.2.ii. Notification of Unauthorized Use or Access. Without unreasonable delay, and in no event later than fifteen (15) calendar days from the date of discovery, Client shall notify Solventum of any unauthorized use or access of Solventum Information of which it becomes aware.

2.8.2.iii. Notification of Security Incident. "Security Incident" shall have the same meaning as set forth in 45 C.F.R. § 164.304. In the event of a Security Incident that may impact or involves Solventum Information, or the network connectivity between Solventum and Client, Client shall notify Solventum without unreasonable delay, but in no event later than fifteen (15) days from the date of the discovery. Client is not required to notify Solventum of unsuccessful attempts for unauthorized access, use, disclosure, modification or destruction of information or interference with the general operation of Client's information system.

2.9. Services.

2.9.1. Implementation Services. Shortly after Solventum Product(s) are added to the applicable Schedule and are identified as requiring Solventum to perform implementation services, Solventum will contact Client and establish an implementation and training plan. Software that is to be installed by Client on Client Equipment is the sole responsibility of Client.

2.9.2. Support Services. Support Services for eligible Solventum Product(s) are set forth in Section 3 and where required, the applicable Appendix.

2.9.3. Training Services. Training shall be as specified in any applicable Schedule and/or SOW. If not specified, training is limited to one (1) hour of off-site web training for one (1) Authorized User. If implementation services are provided for the same Solventum Product, training will be scheduled simultaneously with the implementation services. Client may purchase additional training.

2.10. Consulting Services. When applicable, Consulting Services are defined and provided under the Consulting Services Appendix and Schedule, and may include a SOW.

2.11. Client Obligations.

2.11.1. Cooperation. The proper implementation and functioning of the Solventum Product requires Client to reasonably cooperate with Solventum, including without limitation: (a) adhering to the I&T plan or Schedule, (b) responding promptly to communications from Solventum, (c) submitting data in the prescribed form or as required by the Solventum Product, (d) providing any equipment, connectivity to the internet, security, software, premises, performance or other assistance called for or necessitated by the Solventum Product, (e) keeping Solventum informed of actions or decisions by Client that affect the I&T, the environment into which the Solventum Product is to be deployed and/or the equipment, technology, vendors and/or resources to be used in connection with the Solventum Product, (f) providing the necessary Authorized Users for training at the scheduled times and training locations, (g) providing the necessary training resources including, but not limited to, adequate training facilities, audio/visual equipment, and personal computers for computer based training.

2.11.2. Delays. Client shall be responsible for any delays or deficiencies in Solventum's performance caused by (i) special requests by (a) Client, (b) any governmental agency, or (c) other regulatory authority (authorized to regulate or supervise Client) that impact Solventum's performance; or (ii) Client's failure or refusal to: (a) provide any equipment, software, performance or other assistance called for or necessitated by this Agreement, (b) permit Solventum or Solventum Personnel access to Client's premises and/or systems as necessary for Solventum's performance of this Agreement, or (c) install (or to permit Solventum to install) any Software, Updates, or other necessary fixes.

2.11.3. Use of Client Data. Client grants to Solventum and Solventum Personnel permission to access and use Client Data as necessary to develop, deliver, enhance and support Solventum's Products, and to perform its obligations. Furthermore, Client grants Solventum and Solventum Personnel a right to create un-attributable, summarized, or aggregate data for Solventum's business purposes. Client represents and warrants that Client has all rights and permissions necessary to grant Solventum the rights set forth in this Section.

2.11.4. Client Input. Client Input may be communicated to Solventum formally or informally in any manner at any-time. Client grants Solventum a worldwide, royalty-free, non-exclusive, and irrevocable right to use Client Input for any purpose including, but not limited to, the improvement or enhancement of any Solventum Product or any component thereof.

3. SUPPORT SERVICES

3.1. Software Support Services. Solventum will use commercially reasonable efforts to provide the following off-site Support Services to Client for the items of applicable Software identified on the respective Schedule hereto.

3.1.1. Corrections. Solventum will provide technical support to correct a reproducible material failure of the Software to conform to the Documents and any incompatibility between the Software installed on Client Equipment and the Solventum specified operating system software on any Client Equipment.

3.1.2. Updates. Solventum may provide periodic Updates to Software and Documents. Updates to Software installed on Solventum equipment will be made at Solventum's sole discretion and, whenever possible, will be made during "off-peak" hours, as determined by Solventum; Solventum will notify Client, reasonably in advance, if any Update is expected to materially affect Client's connection and access to such Software. Unless otherwise stated, Updates for Software installed on Client Equipment are to be done by Client and are: (a) designed to be client-installable, and (b) are made available to Client on the Support Portal. Solventum will notify Client of additional fees and/or Client Equipment necessary to make an Update operational prior to the release of such Update, provided, Client has activated the "alerts" function on the Support Portal.

3.1.3. Support Portal. Solventum provides self-help support to Client 24/7/365 (except downtime for system maintenance or factors outside of Solventum's direct control) through the Support Portal, which includes a knowledge database with known symptoms and solutions, software product descriptions, specifications, technical literature, and certain software Updates and patches for Software installed on Client Equipment which Client can use to self-help.

3.1.4. Support. Solventum will respond to requests submitted by telephone or through the Support Portal from Authorized Users for assistance on the operational and/or technical aspects of the Software subject to the hours of operation, support guidelines and priority levels as set forth on the Support Portal.

3.2. Additional Support Services. At the request of Client, Solventum may provide additional Support Services beyond those set forth in Section 3 (Support Services) or attributable to the causes specified in Section 6 (Warranty Exclusions). Client and Solventum may add a SOW prior to any additional services being completed and Client will pay Solventum for such services at Solventum's then-current rates.

3.3. Modification of Support Services. Solventum will provide Client commercially reasonable notice of material modifications in its Support Services.

3.4. Client Support Services Obligations. To receive Support Services, Client must: (a) notify Solventum when support is required and promptly report incidents to Solventum support via telephone or the Support Portal, (b) maintain all Client Equipment in proper working order, (c)

allow Solventum reasonable access to Client's Equipment and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access, at no charge to Solventum, (d) when requested by Solventum, collect data and other information reasonably necessary for Solventum to resolve system problems, (e) maintain the database and program libraries as specified by Solventum, (f) obtain any additional Client Equipment, updates to third-party application software and third-party operating system software as reasonably specified by Solventum, (g) install the most recent Update to Software installed on Client Equipment, (h) provide time for installation of all Updates and workarounds, (i) perform daily backups prior to using the Software to process or analyze Client Data, (j) test all Updates before releasing them into the production environment, including running its own security scans (i.e. virus, trojan, spyware, etc.), (k) provide qualified personnel to work with Solventum Personnel, and (k) provide Solventum, and keep up to date, a list of all Client Applications.

3.5. Upgrades. A newer version of Software containing new features and/or functions that Solventum makes generally available to its clients under its own license fee and support fee may be added to this Agreement by amendment ("Upgrade"). Solventum may, but is not required to develop any Upgrade.

3.6. Exclusions. Solventum shall have no obligation to provide Support Services relating to: (a) products not provided to Client by Solventum; (b) third-party products not embedded in the Software, i.e., products sold under a brand name not owned by Solventum (e.g., hardware, devices, other equipment and certain software "add-ons"); (c) any Software version that has been retired by Solventum; and (d) any Software that is neither the most current nor the immediately preceding version. In addition, Solventum shall have no obligation to provide Support Services if Client is then in breach of a material term of this Agreement. The Support Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, other interruptions, and force majeure events outside of Solventum's control. During such periods, Client may be unable to access or use the Support Services (or portions thereof).

4. CONFIDENTIAL INFORMATION

4.1. Protected Health Information ("PHI"). As necessary, the Parties will comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH Act"). If due to the nature of the Solventum Product a BAA is required, the Parties will enter into a BAA that will be the controlling document as it relates to PHI and its uses, disclosures, and notifications required under HIPAA. Client Data delivered to Solventum does not constitute a Designated Record Set as defined under 45 CFR § 164.501.

4.2. Confidential Information. All Solventum Information and Client Data, other than PHI (which is protected under the BAA), (collectively, "Confidential Information") constitutes and/or contains information that is confidential to and proprietary trade secrets of the Parties. Each Party agrees to treat the other Party's Confidential Information as confidential and shall use its best efforts to prevent the disclosure of the Confidential Information to any third-party, unless such disclosure is specifically authorized by this Agreement or required by law.

4.3. Personnel Information. Each Party agrees to treat any personal information of the other Party's personnel, such as home address, date of birth, social security number or driver's license number (collectively, "Personnel Information") as confidential and will protect the Personnel Information from unauthorized use, access, or disclosure as required by applicable Federal and State law, but never less than the same privacy and security protections that Party uses to protect its own confidential information of a similar nature.

4.3.1. Indemnification for Personnel Information: Each Party shall indemnify and hold harmless the other Party, and its officers, directors, employees and agents, against any third-party claims, including claims by such personnel, resulting from any breach of confidentiality of any Personnel Information by the other Party, a Party's subcontractor, or a Client third-party service provider.

4.3.2. Exempt from Disclosure. The parties agree that any Personnel Information shall, at all times, be exempt from any required disclosure set forth in Section 4.5 (unless proper notice and cooperation has been provided to the Party to obtain protective treatment), or disclosure under Section 4.6.

4.4. Injunctive Relief. The Parties agree a breach of Confidential Information may cause immediate and irreparable harm and that monetary damages may not be adequate to fully compensate the injured Party. Therefore, the Parties are entitled to seek injunctive relief for a breach of Confidential Information.

4.5. Required Disclosures. If either Party believes it is compelled by applicable law, judicial or administrative order, subpoena, search warrant, decree or other process (including, but not limited to, requests under the Freedom of Information Act (5 USC 522(b)(3) and (b)(4) as amended, and the provisions of 18 USC 1905) or any similar state or local data practices or open records law, however denominated) to disclose the other Party's Confidential Information, the Party compelled to make the disclosure shall, unless prohibited by applicable law, promptly notify the other Party in writing and cooperate with the other Party to obtain appropriate protective treatment of the Confidential Information. Solventum acknowledges that a copy of this Agreement, as signed by Solventum on the Effective Date, will be included in a public filing to obtain approval for its execution.

4.6. Solventum Designated Protected Information. Within this Agreement, Solventum has marked with a proprietary or confidential legend the first page of the specific part(s) of the Agreement where Solventum's proprietary, trade secrets, and financial information is contained, and shall not be disclosed to, or duplicated for, any third-party except as specifically authorized by Solventum in writing or with notice to Solventum as provided in Section 4.5.

4.7. Information in the Public Domain. The obligations with respect to Confidential Information under this Section 4 shall not apply to any information that is: (i) generally known to the public as of the Effective Date of this Agreement, or becomes generally known thereafter through the acts of the Party owning such information, or (ii) independently developed by a Party without the use of the other Party's Confidential Information. The existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain.

5. ACCESS TO Solventum BOOKS AND RECORDS

5.1. Access. To the extent required by applicable law (42 U.S.C. 1395x(v)(1)(I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of services under this Agreement, Solventum shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of Solventum that are necessary to verify or certify the nature and extent of Solventum's invoiced charges for services furnished to Client.

5.2. Subcontracts with Related Organizations. Solventum agrees that to the extent required by applicable law, if Solventum carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Client based on Solventum's invoiced charges for services furnished by the related organization.

6. WARRANTIES AND REPRESENTATIONS

6.1. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder.

6.2. Noninfringement. Solventum further represents and warrants to Client that the Solventum Products and Documents do not infringe any patent, copyright, trademark or trade secret rights of any third-party in the Territory. Client shall immediately notify Solventum of any infringement claim and provide Solventum with a copy of any communication, notice, demand or pleadings alleging facts which, if true, would constitute a breach of this warranty. In the event of any such claim in the Territory, the selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of Solventum, and at Solventum's expense. Solventum also agrees to indemnify and hold Client harmless from any damages or expenses actually and finally awarded against Client in any lawsuit, or any settlement made by Solventum, arising out of or related to Solventum's alleged infringement of a third-party's intellectual property rights in the Territory. Solventum may, at its option and expense: (a) procure for Client the right to continue using the allegedly infringing Solventum Product, replace it with a non-infringing item, or modify it so it becomes non-infringing; or (b) terminate the Solventum Product, and grant Client (1) with respect to allegedly infringing Solventum Product (other than Perpetual Software), a pro rata credit for the unused portion of the prepaid license and support fee, or (2) with respect to allegedly infringing Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the license fee therefore plus the unused portion of the prepaid support and maintenance fee relating thereto. THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. Notwithstanding the other provisions of this Section, Solventum shall have no obligation nor liability with respect to any claim for infringement based upon (a) Client's or any third-party's modification of the Software, (b) the use of the Software with software not furnished to Client by Solventum, or (c) modifications to the Software made by Solventum at Client's request.

6.3. Debarment/Exclusion from Participation. Solventum hereby represents and warrants to Client, to the best of its knowledge upon the Effective Date of this Agreement, that neither it nor any of its officers, directors, or employees performing Solventum's obligations under this Agreement (collectively, the "Solventum Party") is excluded from participation in any applicable Federal or State health benefits program (including, without limitation, Medicare or Medicaid). Solventum shall promptly notify Client in writing if any Solventum Party is subsequently excluded from program participation and such exclusion precludes Client's continuing business relationship with Solventum under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Client shall have the right to terminate, without further liability, this Agreement upon exclusion of any Solventum Party as set forth above, with the Parties' rights and obligations upon termination set forth in Section 9. This Section states Solventum's entire liability to Client resulting from the termination of this Agreement due to the exclusion of any Solventum Party.

6.4. Performance Warranty. Performance warranties applicable to the particular Solventum Product are set forth on the respective Appendix hereto.

6.5. Disabling Code Warranty. Solventum represents and warrants to Client that after using reasonable, industry-standard, up-to-date technology to detect viruses, worms, Trojan horses, spyware, ransomware, and other computer instructions, devices or techniques, and to the best of Solventum's knowledge, the Software supplied by Solventum to Client hereunder shall not include any Disabling Code ("DC"). DC means any deliberately-included application or system code that will degrade performance, result in inaccurate data, deny accessibility, or adversely impact programs, data, or use of the system, including any computer code that are designed to disable or interrupt the functionality of the Software (sometimes

referred to as a "virus", "Trojan horse", "ransomware", or "worm"), or other self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices), or other mechanisms that would permit Solventum to access the Software to cause such disablement or impairment (sometimes referred to as "trap door" device). Technical protection measures (i.e. passwords, software codes, license keys, product activation technology, and asset protection devices) inserted in the Software for purposes of preventing its Clients' unauthorized use under the license agreement, are not considered DC.

6.6. Warranty Exclusions. THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE Solventum PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY Solventum FOR USE WITH THE Solventum PRODUCT; (B) CLIENT OR ANYONE OTHER THAN Solventum OR Solventum PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE Solventum PRODUCT OR ANY PART THEREOF IN ANY MANNER, EXCEPT FOR THOSE ELEMENTS OF THE Solventum PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) CLIENT USES OR ALLOWS THE Solventum PRODUCT TO BE USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE Solventum PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY Solventum; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY Solventum IN WRITING; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY Solventum OR Solventum PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE Solventum PRODUCT; (G) THE NON-CONFORMANCE OF THE Solventum PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE Solventum PRODUCT ITSELF, OR BY Solventum OR Solventum'S PERSONNEL; OR (H) MODIFICATIONS TO THE Solventum PRODUCT MADE BY Solventum AT CLIENT'S REQUEST UNLESS Solventum HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

6.7. Third-Party Content. NO Solventum WARRANTIES APPLY TO THIRD-PARTY CONTENT; IF Solventum RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY.

6.8. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6 OR THE APPLICABLE APPENDIX, Solventum AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

7. LIMITATION OF LIABILITY

7.1. ALLOCATION OF RISK. The terms and conditions of this Agreement reflect an informed, voluntary allocation of risk between the Parties, and constitute essential elements of the bargain between them. Solventum would not have made the Solventum Product available to Client at the fees set forth in this Agreement without the provisions set forth in this Section.

7.2. RESTORATION OF CLIENT DATA. ALL CLIENT DATA SENT TO Solventum IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. IN THE EVENT THERE IS A LOSS OF CLIENT DATA DUE TO Solventum'S NEGLIGENT ACT OR OMISSION OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR Solventum, AT Solventum'S EXPENSE BUT WITH CLIENT'S COOPERATION AND ASSISTANCE, TO USE COMMERCIALY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP, AT NO CHARGE TO CLIENT.

7.3. EXCLUDED DAMAGES. NEITHER Solventum AND ITS SUPPLIERS, NOR CLIENT SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF Solventum OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO Solventum ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CLIENT'S BREACH OF Solventum'S INTELLECTUAL PROPERTY RIGHTS), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. Solventum AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE Solventum PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

7.4. MAXIMUM LIABILITY. Solventum'S AND ITS SUPPLIERS' MAXIMUM CUMULATIVE LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO THE LESSER OF (A) ONE MILLION DOLLARS (\$1,000,000), OR (B) LIMITED BY THE Solventum PRODUCT GIVING RISE TO THE LIABILITY, CALCULATED AS FOLLOWS:

7.4.1. PERPETUAL SOFTWARE. TWO (2) TIMES THE LICENSE FEE PAID TO Solventum FOR THE SOFTWARE GIVING RISE TO THE LIABILITY.

7.4.2. Solventum PRODUCTS OTHER THAN PERPETUAL SOFTWARE. TWO (2) TIMES THE FEE PAID TO Solventum FOR THE Solventum PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE.

7.4.3. ALL OTHER Solventum LIABILITY. ALL OTHER LIABILITIES NOT SPECIFICALLY DUE TO A SOLVENTUM PRODUCT ARE LIMITED TO THE FEES PAID IN THE PREVIOUS TWELVE (12) MONTHS IN WHICH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED.

8. PRODUCTS; FEES; AND INVOICING

8.1. Changes to a Schedule. Client may in writing, request the addition of Solventum Products, Authorized Sites, or Authorized Users ("Change"). Upon mutual agreement of the requested Change, such Change shall be made by executing and returning to Solventum: (a) a Solventum prepared amendment; and (b) a valid purchase order or equivalent documentation.

8.2. Fees. Client will pay fees as set forth on the respective Schedule or SOW.

8.3. Discounts. Solventum may offer discounts based on the licensing of multiple Solventum Products, Group Purchasing Organization membership, volume, and term commitment. The addition or removal of a Solventum Product, and Client negotiated changes to any terms and conditions may result in adjustment to discounts.

8.4. Invoicing. Fees will be invoiced in accordance with the applicable Schedule, SOW, and Appendix.

8.5. Payment Terms. All fees and other charges are due in full within thirty (30) days after the date of the invoice ("Payment Period") and are payable in U.S. dollars. Except as may be specifically set forth in the Agreement, all amounts paid by Client to Solventum under this Agreement are non-refundable.

8.6. Disputed Fees. During the Payment Period, Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that, within the Payment Period, Client: (a) gives Solventum a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoice shall be deemed undisputed), and (b) pay all undisputed amounts in full.

8.7. Late Payment; Suspension. If Client becomes thirty (30) days delinquent on any undisputed fees, upon written notice to Client, Solventum may suspend its obligations under the Agreement, including Support Services and Support Portal, until such past due charges are brought current or until the Agreement is terminated for breach.

8.8. Additional Expenses. When applicable, with prior approval from Client, Solventum will invoice Client for actual business related travel and miscellaneous expenses (e.g., meals, hotel, etc.) without mark-up, in accordance with Client policies.

8.9. Delay and Cancellation due to Client. If Client delays or postpones a scheduled Software implementation date or any other invoicing, payment date, or milestone for more than thirty (30) days beyond its originally scheduled date for any reason other than Solventum's breach of this Agreement, Solventum shall be entitled to issue an invoice to Client as if such date or milestone had not been delayed or postponed. If Client cancels an agreed upon implementation, training or Consulting Service date less than seven (7) calendar days prior to such date, or if Client is unprepared to go forward with implementation, training, or Consulting Services on the agreed upon date, then Solventum may invoice Client for any non-refundable business-related travel costs and a rescheduling fee in an amount equal to one (1) day's fee for the applicable implementation, training, or Consulting Service at Solventum's then-current rates. Solventum shall have no liability in relation to Client's postponement of implementation, training, or Consulting Services.

8.10. Delay and Cancellation due to Solventum. If Solventum delays or cancels a scheduled Services date, the Parties will reschedule the Services and Solventum will honor the quoted fees.

8.11. Taxes. In addition to fees under this Agreement, Solventum will invoice Client all applicable sales taxes. If Client is exempt from any taxes, Client shall certify such exemption in a form satisfactory to Solventum. Client is not responsible for paying Solventum's personal property taxes on the Solventum Products nor taxes based on Solventum's net income.

9. TERM AND TERMINATION

9.1. Term of the Agreement. The "Term" of the Agreement shall mean the period of time from the Effective Date until the termination or expiration of the last Solventum Product under this Agreement.

9.2. Removal of an Unauthorized Site. Subject to Section 9.5, at any time if a site fails to meet the definition of an Authorized Site under this Agreement (an "Unauthorized Site"), Solventum reserves the right to remove such Unauthorized Site from this Agreement by giving Client written notice thereof. Upon any such notice and removal, Client is required comply with Section 9. Notwithstanding such removal, Client remains solely responsible for all acts or omissions of Unauthorized Site(s) under this Agreement, until such removal is complete.

9.3. Termination and Non-Renewal. Either Party may immediately terminate a Solventum Product, or the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof; (b) the other Party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (c)

proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings have been pending against the other Party for more than ninety (90) days; (d) the other party makes a general assignment for the benefit of creditors; (e) the other Party becomes insolvent; or (f) either Party ceases to conduct business or to conduct the business relevant hereunder. Either Party may elect not to renew a Solventum Product on a Schedule for an additional term, with at least sixty (60) days written Notice prior to the end of the then-current term on the applicable Schedule.

9.4. Obligations upon Termination. Upon termination of this Agreement, or any Solventum Product, Client shall: (a) cease all further use of the applicable Solventum Product; (b) within fifteen (15) calendar days, either (1) contact Solventum Support to schedule and complete de-installation or deactivation of the Software by Solventum or (2) de-install such Software; (c) at Solventum's option, either return to Solventum, or destroy, in either case at Client's expense, all copies (e.g., CD, DVD, manuals, etc.) of the relevant Solventum Information in Client's possession or to which Client has access; (d) certify to Solventum, in writing, within five (5) business days that all such copies have been destroyed or returned to Solventum; and (e) pay all charges and fees outstanding (in the event that Client has rightfully terminated this Agreement, or a Solventum Product due to a material breach of a performance warranty by Solventum, Client's sole remedy and Solventum's sole obligation shall be a refund to Client of (i) in the case of Perpetual Software, the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, (ii) for all other Software the unused portion of the current year's pre-paid fee for the Software, or (iii) the actual fees paid to Solventum for any Service or Professional Service not yet performed). IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, CLIENT IS IN BREACH OF SOLVENTUM INTELLECTUAL PROPERTY RIGHTS, AND SOLVENTUM MAY ELECT TO EITHER: (A) DEEM THE AGREEMENT OR SOLVENTUM PRODUCT(S) TO REMAIN IN FULL FORCE AND EFFECT, AND CLIENT WILL REMAIN LIABLE FOR ITS OBLIGATIONS UNDER THE AGREEMENT AND USE OF THE SOLVENTUM PRODUCTS; OR (B) SEEK ALL REMEDIES AT LAW.

9.5. Divestiture of Authorized Sites. In the event an Authorized Site is divested or otherwise loses its status as an Authorized Site ("Former Authorized Site") under this Agreement, subject to Solventum's right to refuse, the Parties agree that the Solventum Products for the Former Authorized Site will continue under this Agreement until the earlier of the date that (i) the Former Authorized Site has contracted for the Solventum Products and installed on its own system (or an acquiring entity's system) the Solventum Products in use for each such Former Authorized Site or (ii) is six (6) months following the date of divestiture of such Former Authorized Site by Client ("Transition Period"); or (iii) the Former Authorized Site provides written notice that they wish to terminate all Solventum Products under this Agreement. During the Transition Period, Client will continue to: (a) pay all fees that become due for the Former Authorized Site for the Solventum Products under the Agreement, and (b) maintain responsibility for the Former Authorized Site's compliance with this Agreement. Upon conclusion of the Transition Period, the Use Rights and Solventum Products for the applicable Former Authorized Site will terminate, and upon certification by Client that the Former Authorized Site no longer has access or use of the Solventum Information, Solventum shall issue a prorated refund to Client of any prepaid unused fees associated with the termination of such Former Authorized Site.

10. GENERAL PROVISIONS

10.1. Effect of Agreement. This Agreement, including any attachment hereto embodies the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written proposals, and communications or other agreements, oral or written, relating thereto. Client acknowledges that it has not been induced to enter into this Agreement by any representation not contained in this Agreement.

10.2. Sufficiency of Contractual Protection. This Agreement, the BAA, and Exhibit B - Network and/or Facility Access and Confidentiality Agreement, provide for the protection and confidentiality of Client Data. Accordingly, the Parties agree that neither Solventum nor Solventum Personnel will be required to execute any further or additional agreement, verification, or other certification of any type or nature as a condition of Solventum's and Solventum Personnel's performance of this Agreement, including onsite or remote access to Client's facilities, Client Equipment or Client systems necessary to perform Solventum's obligations under this Agreement.

10.3. Amendments. Any changes to the Agreement must be done through an amendment executed in writing by both Parties, and, as required, approved by the Client Board of Supervisors. Except as specifically provided for in this Agreement, any terms or conditions found on a purchase order(s) or any other Client prepared document are specifically rejected and do not form any part of this Agreement.

10.4. Replacing Agreement. The Parties acknowledge and agree that due to advancements in technology, and the nature of the business and the Solventum Product(s), the Agreement may require additional terms and conditions not contemplated upon the Effective Date of this Agreement; any change to the terms and conditions must be done through an amendment executed in writing by both Parties, and, as required, approved by the Client Board of Supervisors.

10.5. Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): Schedule, SOW, Appendix, Exhibit, and the Agreement's General Terms and Conditions. To the extent any provision of this Agreement involves the use or disclosure of PHI and conflicts with the BAA, the BAA shall govern.

10.6. Assignment. This Agreement is binding on successors and assigns of the Parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by either Party without the other Party's written acceptance, and any attempt to do so shall be void.

10.7. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

10.8. Announcements; Trade Name. Solventum, with Client's prior written approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants. Neither Party may use the other Party's trade name or logo without prior written consent.

10.9. Notices. All required notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, overnight carrier, or to a designated email address. Any change of address or representative shall be promptly communicated in writing to the other Party.

10.10. Severability, Enforcement. Any provision of this Agreement, which is held to be void, invalid, unenforceable or illegal by a court, shall, as to such jurisdiction, be ineffective to the extent of such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10.11. Governing Law. This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of California without giving effect to the conflicts of laws doctrines of any state.

10.12. Dispute Resolution. The Parties shall attempt in good faith to resolve any controversy, claim or dispute arising from or relating to this Agreement by negotiations between representatives of the Parties. In the event of litigation both Parties hereby waive any right of trial by jury. Any cause of action arising from, or out of, the creation, performance or non-performance or termination of this Agreement, based upon breach of Confidential Information, warranty, breach of contract, negligence, strict liability in tort or any other legal theory regardless of the form of such action must be commenced, unless prohibited by law, within one (1) year after (a) the date on which the breach occurs, or (b) the date on which the non-breaching Party obtains knowledge of the facts giving rise to such cause of action, whichever occurs later. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm.

10.13. No Third-Party Beneficiaries. Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be a beneficiary of any provision of this Agreement.

10.14. Insurance. During the term of this Agreement, both Parties shall maintain policies of insurance coverage appropriate to its obligations under this Agreement.

10.14.1. Solventum, at Solventum's sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:

10.14.1.i. General liability "occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations.

10.14.1.ii. Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Solventum and employer's liability coverage in the minimum amount of \$1,000,000. Workers' compensation coverage is not required if Solventum provides written verification it has no employees and has other medical coverage.

10.14.1.iii. Professional liability coverage including Cyber Liability/Security & Privacy in the minimum amount of \$5,000,000 each occurrence and \$5,000,000 aggregate.

10.14.2. All insurance coverage Solventum is required to obtain and maintain will be primary coverage for those damages occurring as a result of Solventum's negligence.

10.14.3. Client is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Solventum must purchase additional coverage to meet requirements.

10.14.4. Policies will not be canceled, non renewed or reduced in scope of coverage until after thirty (30) days' written notice has been given to Solventum. Solventum will provide prompt written notice of non-renewal, termination or diminution below required limits to Client's Risk Management Division.

10.14.5. Solventum agrees to provide County with the following insurance documents on or before the commencement date of this Agreement:

10.14.5.i. Certificates of insurance for all required coverage.

Failure to timely provide these documents, upon Client's request, will be, at Client's sole discretion, grounds for immediate termination of this Agreement or suspension of the commencement date.

10.15. Compliance with Laws. Each Party shall comply, at its own cost and expense, with the provisions of all applicable Federal, State, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other Federal and State laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws, when applicable. In the event that one Party believes that the other may not be in compliance with one of the foregoing, it shall so notify the other Party, which will promptly look into the matter and take any measures necessary to remedy any such non-compliance.

10.15.1. Affirmative Action/NRLA Rights Notice. If applicable under law: (a) the Parties hereby incorporate the requirements of 41 CFR 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A; or (b) Solventum and any of its subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

10.16. Waiver. No failure or delay by either Party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any existing or future right or remedy.

10.17. Subcontractors. Solventum may use one or more subcontractors ("Subcontractors") provided that such Subcontractors are bound by written obligations applicable to their performance that are substantially similar in effect to those set out in this Agreement, which includes the BAA. Solventum shall be responsible for the acts and omissions of any Subcontractors that cause or result in a breach of any of Solventum's obligations under the Agreement.

10.18. Independent Contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

10.19. Injunctive Relief. The Parties agree that a breach of Confidential Information may cause immediate and irreparable harm to the damaged party and that monetary damages will not be adequate to fully compensate the damaged Party. Therefore, the damaged Party is entitled to seek injunctive relief.

10.20. Survival. Sections 2, 4, 5, 7, 8, 9 and 10 hereof shall survive any termination of any Appendix, and/or Solventum Product(s), and/or this Agreement, as applicable.

10.21. Attachments. The following are Solventum's standard Exhibits and Appendices, which are added only when applicable, based on the Solventum Products added by Client on the Agreement:

APPENDICES:

Appendix 1	Annuity Products Additional Terms
Appendix 2	Consulting Services Additional Terms
Appendix 3	Payer Products Additional Terms
Appendix 4	Perpetual Software Additional Terms
Appendix 5	Perpetual Software Support Services Additional Terms
Appendix 6	Education and Demonstration Additional Terms
Appendix 7	Solventum Product Beta Additional Terms
Appendix 8	Solventum Product Pilot/Trial Additional Terms
Appendix 9	RESERVED
Appendix 10	RESERVED

EXHIBITS:

Exhibit A	Business Associate Agreement
Exhibit B	Third-Party Content Required Terms
Exhibit C	Network and/or Facility Access and Confidentiality Agreement

* * *

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

Parties:

Executed as an Exhibit to Software License Agreement #Q50855-24

The County of Ventura, as owner and operator of Ventura County Medical Center
300 Hillmont
Ventura, CA 93003-3099
("Covered Entity")

Solventum Health Information Systems Inc.
575 West Murray Boulevard
Murray, UT 84123-4611
("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with Solventum Health Information Systems, Inc.'s authorized agent, by way of the Master Software and Services Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

1. Purpose:

Whereas, Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) ("**Underlying Agreement(s)**") to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("**PHI**") and/or Electronic Protected Health Information ("**EPHI**"). As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and regulations promulgated thereunder. Furthermore, this BAA applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Whereas, Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors,

Whereas, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

2. Definitions.

Terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "EPHI" when used in this BAA shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this BAA, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;
- b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this BAA;
- c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI;
- d. report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;
- e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquiries about his or her right to access, Business Associate shall direct the Individual to his or her healthcare provider;
- f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquiries about his or her right to amendment, Business Associate shall direct the Individual to his or her healthcare provider. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;
- g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- h. make available to Covered Entity the information collected in accordance with Section 3(g) of this BAA as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquiries about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to his or her healthcare provider;
- i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and
- j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

4. Permitted Uses and Disclosures by Business Associate:

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;
- b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was

disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

5. Obligations of Covered Entity: Covered Entity shall:

- a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI;
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.
- e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

6. Term and Termination

- a. Term. The Term of this BAA begins on the Effective Date (above) and ends when all Underlying Agreement(s) have expired and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.
- b. Breach. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement(s) (which requires compliance with this BAA), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and Business Associate shall remain in effect in accordance with their terms.
- c. Effect of Termination. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this BAA. If return or destruction of PHI is not feasible, Business Associate shall: (i) extend the security protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry, unless such Party is a named adverse party in such litigation or investigation.
- b. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate under the Privacy Rule and the Security Rule. Business Associate agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule.

- c. Third-Party Beneficiaries. Nothing expressed or implied in this BAA is intended, nor shall be deemed, to confer any benefits on any third-party.
- d. Regulatory References. A reference in this BAA to a section in the Privacy Rule, the Security Rule or the HIPAA Final Rule means the section as in effect or as amended.
- e. Entire Agreement. This BAA supersedes and replaces any other agreement terms with Solventum Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.
- f. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the Privacy and Security Rules. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties.
- g. Survival. The respective rights and obligations of Business Associate under this BAA shall survive the termination of this BAA.
- h. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Privacy and Security Rules and the HIPAA Final Rule.
- i. Designated Record Set. Unless explicitly contracted for, Business Associate does not maintain a Designated Record Set for the Covered Entity.
- j. Notices. Any notices required or permitted to be given hereunder by any party to the other shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to Covered Entity: The County of Ventura, as owner and operator of Ventura County Medical Center
 300 Hillmont
 Ventura, CA 93003-3099
 Attention: HCA Director

If to Business Associate: Solventum Health Information Systems, Inc.
 575 West Murray Blvd
 Murray, UT 84123
 Attention: Compliance Officer
 With Copy to: Contract Negotiations

* * *

EXHIBIT B

THIRD-PARTY CONTENT REQUIRED TERMS

(COMPOSITE EXHIBIT)

EXHIBIT B - 1

THIRD-PARTY CONTENT REQUIRED TERMS

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

1. **Grant of Rights Restrictions.** Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between Solventum and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

2. **Notices.** CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

3. **Backup Rights.** Client may make backup copies of the Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

4. **Warranty Disclaimer.** TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO Solventum OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO Solventum REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

5. **AMA as Third-Party Beneficiary.** The AMA is a third-party beneficiary of those terms and conditions of the Agreement, including this Exhibit B, necessary to protect the rights and interests of the AMA with respect to AMA Editorial Content.

* * *

EXHIBIT B - 2

THIRD-PARTY CONTENT REQUIRED TERMS

HEALTH FORUM TERMS AND CONDITIONS

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC makes no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC shall have no liability to anyone including Solventum and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

* * *

EXHIBIT B - 3

THIRD-PARTY CONTENT REQUIRED TERMS

NOTICES

LOINC NOTICE

Certain Software may include all or a portion of the LOINC® table, LOINC panels and forms file, LOINC document ontology file, and/or LOINC hierarchies file, or is derived from one or more of the foregoing, subject to a license from Regenstrief Institute, Inc. Your use of the LOINC table, LOINC codes, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file also is subject to this license, a copy of which is available at <http://loinc.org/terms-of-use>. The current complete LOINC table, LOINC Users' Guide, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are available for download at <http://loinc.org>. The LOINC table and LOINC codes are copyright © 1995-2013, Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee. The LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are copyright © 1995-2013, Regenstrief Institute, Inc. All rights reserved. THE LOINC TABLE (IN ALL FORMATS), LOINC PANELS AND FORMS FILE, LOINC DOCUMENT ONTOLOGY FILE, AND LOINC HIERARCHIES ARE PROVIDED "AS IS." ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOINC® is a registered United States trademark of Regenstrief Institute, Inc. A small portion of the LOINC table may include content (e.g., survey instruments) that is subject to copyrights owned by third parties. Such content has been mapped to LOINC terms under applicable copyright and terms of use. Notice of such third-party copyright and license terms would need to be included if such content is included.

UMLS METATHESAURUS NOTICE

Some material in the UMLS Metathesaurus is from copyrighted sources of the respective copyright holders. Users of the UMLS Metathesaurus are solely responsible for compliance with any copyright, patent or trademark restrictions and are referred to the copyright, patent or trademark notices appearing in the original sources, all of which are hereby incorporated by reference.

SNOMED CT

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SNOMED COPYRIGHT AND TRADEMARK NOTICE

Certain Software may include SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organization (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO. ADDITIONAL LICENSING FOUND AT <https://uts.nlm.nih.gov/help/license/licensecategoryihtsdohelp.html>

* * *

EXHIBIT C

NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT

This ACCESS AND CONFIDENTIALITY AGREEMENT is made by and between Solventum Health Information Systems, Inc. ("Solventum") and the **County of Ventura, as owner and operator of Ventura County Medical Center** ("Client") (collectively the "Parties"). The Parties have contemporaneously entered into a **Master Software and Services Agreement**, as amended ("the MSSA Agreement"), pursuant to which, inter alia, Client and Solventum have agreed to terms and conditions setting forth the complete rights and obligations of the Parties including, but not limited to, the use and confidentiality of the Parties systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the MSSA Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the MSSA Agreement shall continue in full force and effect and shall apply to this Access Agreement. If a conflict arises between the terms of this Access Agreement and the terms of the MSSA Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the BAA (limited to a breach of Protected Health Information as defined in HIPAA), the MSSA Agreement, this Access Agreement.

As set forth in the MSSA Agreement, Solventum understands that Client must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the MSSA Agreement, including the BAA, Solventum shall instruct its employees, agents, contract workers, and subcontractors ("Solventum Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. The obligations under this Agreement will continue after termination or expiration of the Services Agreement, or Solventum's relationship ceases with Client.
6. To immediately return to Client any documents or media containing Operational Information upon termination of access.
7. That Solventum and Solventum Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Client.
8. To abide by Solventum's Compliance and Ethical Business Conduct Guidelines, found at: solventum.com/en-us/home/our-company/ethics-compliance/.
9. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Client systems.
10. To only access or use systems or devices Solventum Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
11. That Client may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
12. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
13. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
14. To use only Solventum Personnel's officially assigned User-ID and password and use only approved licensed software.
15. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
16. To notify the appropriate Information Services person, as directed by Client, if any Solventum Personnel password has been seen, disclosed, or otherwise compromised, and report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the MSSA Agreement. Please see MSSA Agreement Signature Page for the authorized signatures.

SECTION BELOW TO BE FILLED OUT BY Solventum PERSONNEL REQUIRING ACCESS TO CLIENT FACILITY (AS AND WHEN REQUIRED) CLIENT WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY Solventum PERSONNEL

NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	Solventum EMPLOYEE ID #	EMAIL	PHONE NUMBER

Solventum Network Access & Confidentiality Agreement v2

APPENDIX 1

ANNUITY PRODUCTS ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO Solventum PRODUCTS ADDED UNDER THIS APPENDIX AND IDENTIFIED ON SCHEDULE 1.

- A. Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
- A.1. “Annual Billing Cycle”** means each one-year period, beginning on the first License Start Date of Annuity Software.
- A.2. “Annuity Software”** means Software licensed to Client on an annual or multi-year annual basis, but less than a perpetual basis, which may be installed on Client’s systems, Solventum’s systems (SaaS), or a combination of the two.
- A.3. “Software as a Service” or “SaaS”** means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.
- B. Use Rights.** Subject to the terms of this Agreement, Solventum grants to Client, a non-exclusive, not-transferable and non-sublicensable license to install the non-SaaS Annuity Software at the Client’s designated Install Site(s) within the Territory during the applicable License Term, and to permit Authorized Users to access and use the Annuity Software and Documents solely for processing transactions and using the Software Output for Client’s healthcare business reimbursement purposes for the Authorized Sites listed on Schedule 1 (“License”).
- C. Term of Use Right.** The term of Client’s License to the Annuity Software begins on the first License Start Date and continues for the duration of the term of Schedule 1 (“License Term”). Once the License Start Date for Schedule 1 has been established, all other Solventum Products on the Schedule share the same License Term, and any added Solventum Products will be pro-rated to the next Annual Billing Cycle.
- D. Renewal Term.** The License Term shall automatically terminate unless Client, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at Solventum’s then-current list price, less any applicable discount. Solventum, at its option, may elect not to renew the Agreement.
- E. License Restrictions.** The License granted in this Appendix does not permit access or use of Solventum Information in any manner not specifically authorized in this Agreement. Unless expressly stated in this Agreement, Client shall not, and shall not permit Authorized Users or any third-party to: (a) download, attempt to download, or make extra copies of the Solventum Information, provided however, Client may make: (i) one (1) copy of the Software for archival purposes and such number of backup copies of the Software as are consistent with Client’s normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder; (b) sublicense, lease, lend, transfer or permit any third-party to have access to, or the use of, the Solventum Information; (c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under Schedule 1, including using the Software in a service bureau or any other manner to provide a service for a third-party; (d) disassemble, decrypt, decompile, reverse-engineer, attempt to discover the source code, (e) create derivative works based upon the Solventum Information; (f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software or the servers or networks which are connected to the Software; (g) remove the Software from the Install Site without Solventum’s written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software to be inoperative, Client may use the Software on alternate Client Equipment if Client promptly notifies Solventum in writing of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and certify in writing to Solventum such deletion is complete); (h) modify or otherwise alter the Solventum Information; (i) remove the trademarks, trade names or any notice of Solventum or Solventum’s suppliers from any Solventum information, and will cause them to appear on all copies made by Client; (j) create or offer a “wrapper,” which is software that hides the underlying Software by means of an Interface, and (k) use or access any Solventum Information, including Software, Software Output, and Results for any purpose not expressly authorized in this Agreement, including but not limited to, use for any benchmarking, consulting, or data analytics.
- F. Annuity Software Performance Warranties.** So long as Client has licensed the Annuity Software from Solventum on a continuous and uninterrupted basis from the License Start Date and, where applicable, has installed and is using the then-current or immediately preceding Annuity Software Update level, the Annuity Software shall perform in substantial accordance with the Documents; however, Solventum does not represent or warrant that the operation of the Annuity Software will be uninterrupted or error-free or that non-conformance between the Software and Documents can be corrected. Upon receipt of written notice from Client that Annuity Software fails to meet this warranty, Solventum shall

provide Support Services in accordance with the terms of the Agreement. In the event Solventum is unable to remedy a breach of warranty as set forth in this Section, Client may terminate the Solventum Product that fails to meet this warranty in accordance with Section 9.

- G. Annuity Software Fees, Invoicing and Payments.** License and I&T fees for each item of Annuity Software for all Authorized Sites are set forth on Schedule 1 hereto, and unless otherwise set forth on Schedule 1, shall be invoiced to Client as set forth below.

G.1. Fees; Invoicing

G.1.1. License Fees. Annuity Software license fees, set forth on Schedule 1 of this Appendix, will be invoiced to Client on or shortly after their License Start Date. Solventum shall communicate Client's next Annual Billing Cycle fees by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of each Annual Billing Cycle, and (a) annual License fee increases during any then-current License Term shall not exceed **three percent (3%)** of the License fees for the immediately preceding year, unless otherwise set forth on Schedule 1, and (b) Renewal Term fees will be at Solventum's then-current list fee, less Client's applicable discounts.

G.1.2. Additional Annuity Software and/or Authorized Sites. During the License Term, the Parties upon mutual consent, may add new items of Annuity Software and additional Authorized Sites to Schedule 1. Solventum will prorate the first year's License fees for any additional items of Annuity Software and new Authorized Sites from their License Start Date to the end of the current Annual Billing Cycle.

G.1.3. Invoicing and Payment for Software Installation and Training fees. Software I&T fees, set forth on Schedule 1, will be invoiced to Client on or shortly after the License Start Date for the associated item(s) of Annuity Software, unless otherwise set forth on Schedule 1 or SOW attached to Schedule 1.

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SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. **Term of Schedule 1-1.** The License Term of this Schedule begins on the earlier of (i) the first License Start Date or (ii) **December 28, 2024** and continues for **four (4)** years from the date identified in (ii) ("Initial Term"). The anniversary of the Annual Billing Cycle date for this Schedule is **December 28th** of each year.

2. **Itemized Schedule of Solventum Products below:**

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE	TOTAL 1 ST YR ANNUAL & ONE TIME FEE
--	Web	----	VENTURA COUNTY MEDICAL CENTER--3291 LOMA VISTA RD, VENTURA, CA 2931120	Install/Access Site	
1.	Existing	APC	APCfinder Software		\$10,097.89
2.	Existing	APRDRGCAS	Advanced Analyzer		\$31,444.39
3.	Existing	C&RSNOAA	Coding, Classification, and Reimbursement System without Advanced Analyzer		\$74,707.91
4.	Existing	CGS-APC	CGS CMS Medicare APC Grouper with Medicare HOPD & FQHC Reimbursement		\$23,938.24
5.	Existing	CODREF	Coding Reference Software		\$8,368.72
6.	Existing	CONNSFT BAS	Connections Software Basic		\$3,508.00
7.	Existing	RCS APR CAMED	Reimbursement Calculation Software APR Med-Cali		\$4,641.45
8.	Existing	S-APR-DRG	S-All Patient Refined DRG Software		\$28,980.27
SITE SUBTOTAL:					\$185,686.87
The License Start Date for the above products is December 28, 2024.					

FEE SUMMARY:

ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$185,686.87
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
TOTAL THIS SCHEDULE:	\$185,686.87

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2025, whichever occurs first, unless this Schedule is fully executed prior to such date. **The fees shown above include discounts for Client's commitment to a multi-year term and other discounts that are not readily apparent on the face of the document.** Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training PI = Phone Installed CI = Client Installed