



### Dedicated Remote Hosting Services (for Professional Software)

**General Description:** During the Remote Hosting Services term in the Client Order (the “**Hosting Term**”), Veradigm will provide Client with Remote Hosting Services for certain Veradigm Professional Solution(s) (see Client Order for list) (the “**Solution**”) and Client’s transaction data then-stored within the Solution production database (“**Data**”) all at the Veradigm designated facility. Veradigm will supply and determine the location, elements, and configuration of the hosting infrastructure (which Client may access remotely, but do not otherwise obtain any interests in).

**Remote Hosting Services.** Starting on the Live Operation Date, Veradigm shall provide the following remote hosting services for the Solution (collectively, the “**Remote Hosting Services**”).

- Production Environment. Provide Client with one dedicated production environment for the Solution, which is the active environment in which Client will actively interact and use the Solution.
- Patch Management. Load patches, service packs and updates (collectively, “**Updates**”) in the dedicated test environment. Veradigm will utilize the dedicated test environment to stage Updates before loading, at Client’s direction, into Client’s production environment. If applicable, Client will test the Updates in the test environment.
- Database Administration. Monitor and tune the production database for the Solution and through backups.
- Printing Services. Monitor and maintain the server-side printing services.
- Scanning. Monitor and maintain the server-side scanning engine.
- Faxing. Monitor and maintain the server-side faxing services.
- Hardware and System level monitoring. Monitor the hosting infrastructure components related to required availability of the following elements: physical network; storage and server hardware; CPU; memory and disk utilization on physical and virtual servers; and network bandwidth consumption. Provide Solution component monitoring of application interfaces, application services, and application jobs.
- Ad-hoc Reporting. Provide Client with the capability to generate ad-hoc reports. Veradigm will confine ad-hoc reporting across the hosted client base in a manner designed to minimize service disruptions due to overuse of available system resources for such reporting.
- Update Services. Implement then-currently available Updates into the production environment as directed by Client. Client hereby consents to Veradigm performing such Updates.
- Interface Management. Configure interfaces and monitor the data flow to/from Client’s production database to the Veradigm interface engine and, when necessary, configure interface data center end of a VPN connection or secure connection.
- Connectivity Services. Provide Client with access to the production environment for the Solution over any Internet accessible device that meets or exceeds the then published Veradigm System Environment Specifications (SES) outbound security and bandwidth requirements of the Solution version.
- Disaster Recovery. Veradigm will replicate the Client Backups in Client’s production environment to a secondary Datacenter site (the “**DR Site**”). In the event of a Disaster, Veradigm will notify Client of the Disaster and recover the Remote Hosting Services using the disaster recovery environment at the DR Site. Such recovery shall occur within 48 hours of the Disaster declaration provided by Veradigm as the RTO (Recovery Time Objective). A Disaster will result in a loss of any data generated in the production environment after the last replication of the Client backups preceding the Disaster. “**Disaster**” means any time period during which the production environments for all of the customers at the Data Center are unavailable and Veradigm determines it cannot restore all of the customer environments at the Data Center in an acceptable timeframe such that will be in best interest of the Veradigm remote hosting customer base to resume such the remote hosting services at the DR Site.
- Data Backups & Restoration. Data backup services will be provided to protect against data corruption and the complete loss of Data. Backups of the Data will be taken in both the primary facility and the DR Site on a daily basis (the “Client Backups”). This daily backup will be the RPO (Recovery Point Objective) and retained for no less than 7 days (and thereafter Veradigm may destroy/erase such backup). If any Data is lost, unintentionally destroyed, or corrupted within the production or disaster recovery environment databases (a “**Data Problem**”), Veradigm will, if Client requests and per an agreed upon schedule, use reasonable efforts to recover the affected Data from any then-existing backup maintained by Veradigm. Veradigm may, provided it advises Client in advance, charge its then-standard Professional Services hourly rate for such efforts if the Data Problem was not directly caused by Veradigm’s breach of this Agreement. These disaster recovery and restoration efforts provide Client its sole and exclusive remedy and Veradigm’s sole liability related to any Data Problems.

**Setup Services.** After implementation of the Solution, Veradigm will implement the above Client production environments into the hosting infrastructure and perform other set up services necessary to perform the Remote Hosting Services (the “**Setup Services**”). Client shall provide all reasonable cooperation necessary for Veradigm to perform the Setup Services. The “**Live Operation Date**” shall occur on the first day after completion of the Setup Services that Client uses the production environment provided by Veradigm as part of the Remote Hosting Services.

**Security & Compliance.** Veradigm has implemented a comprehensive security management program based closely with the ISO 27001 Information Security Management System (ISMS). Applicable controls were selected from the list of 133 ISO controls based upon alignment with various legal, regulatory, and contractual requirements, including HIPAA and the Omnibus Rule. Veradigm enterprise-wide security policy is cross referenced to the HIPAA Standards and include other controls applicable to Veradigm’s world-wide operations. The numbering schema from the original ISO 27002 remains in the policies to facilitate rapid auditing. Supporting the enterprise-wide strategic security policy are individual policies, procedures, and handbooks outlining the specific requirements above.

**System Availability:** As part of the Remote Hosting Services and starting on the Live Operation Date, Veradigm will use commercially reasonable efforts to maintain availability of the production environment for the Solution (“**System Availability**”) at least 99.7% of the time during each calendar month (“**Availability Objective**”). System Availability is calculated by dividing the number of minutes the production environment was available for a calendar month by the total minutes in a calendar month after the Exclusions are deducted. The production environment shall be considered unavailable in the following circumstances: (i) there is a Remote Hosting Services issue affecting at least one (1) critical production function of the Remote Hosting Services for 51% or more of the users; (ii) the Remote Hosting Services are down or operating in a materially degraded state; or (iii) there is a Remote Hosting failure negatively and materially impacting (a) patient care; (b) data integrity; and/or (c) Client financials. “**Exclusions**” include any time that the Remote Hosting Services are inoperable or unavailable due to any of the following (1) mutually agreed upon scheduled downtime; (2) regularly scheduled downtime to be performed monthly for up to one hundred eighty (180) minutes per month on a day and time mutually agreed upon between Veradigm and Client, (3) Veradigm is given an “alert” by an operating system vendor to install one or more patches for any virus(es) or other exigent reason; (4) outages or issues with the public internet; (5) outages or failures of Client systems or Client software; (6) Client and/or Veradigm are loading a new release, hot fix, or service pack in the production environment, (7) any force majeure event or Disaster; (8) any Client breach of the Agreement; (9) systems software or application software other than the Solution; (10) the Solution is not used in accordance with the applicable Documentation; (11) Client exceeds the volumes for the Solution permitted in the Agreement; (12) Client exceeds the allowable number of users in Client’s production environment; (13) batch processing; or (14) any Dependency. The availability of the Solution is tracked at the point of demarcation which is the Internet presence of the data center (i.e., Client site or third party transmission issues are not included in the SLA target). Such System Availability is measured on a per calendar month basis and resultant reports will be made available to Client. If Veradigm fails to satisfy the Availability Objective for three months out of any six (6) month period during the Hosting Term and Client is then-current on all amounts due under the Agreement, Client may terminate the Remote Hosting Services for material breach by providing Veradigm with written notice within 60 days after such six (6) month period. This termination right and the Credit below are Client’s sole and exclusive remedies and Veradigm’s sole liability related to Veradigm’s failure to satisfy the Availability Objective. If Veradigm fails to satisfy the Availability Objective during a calendar month as demonstrated by Veradigm monthly report (other than the first month Veradigm fails to meet the Availability Objective), then Client shall, upon written request to Veradigm (which must be provided within thirty (30) days of Veradigm delivery of the report for such month), be entitled to a service level credit (each a “Credit”) for such month equal to (i) the applicable percentage below which varies depending on the System Availability for such month, multiplied by (ii) the monthly remote hosting fee for such month.

System Availability %	Percentage of Monthly Remote Hosting Fee
Less than 99.7% and greater than or equal to 99.6%	4.0%
Less than 99.6% and greater than or equal to 99.5%	5.0%
Less than 99.5% and greater than or equal to 99.4%	6.0%
Less than 99.4% and greater than or equal to 99.3%	7.0%
Less than 99.3% and greater than or equal to 99.2%	8.0%
Less than 99.1% and greater than or equal to 99.1%	9.0%
Less than 99.1% and greater than or equal to 99.0%	10.0%
Less than 99.0% and greater than or equal to 98.0%	11.0%
Less than 98.0% and greater than or equal to 97.0%	12.0%
Less than 97.0% and greater than or equal to 96.0%	13.0%
Less than 96.0% and greater than or equal to 95.0%	14.0%
Less than 95.0%	15.0%

**Decommissioning:** Upon the expiration or termination of the Hosting Services (the “**End Date**”), Veradigm will decommission the Hosting Services for the sixty (60) day period following the End Date (the “**Decommission Period**”). Decommission activities include cleanup and shut down of the network, system or storage components Client environment and the removal and destruction of Client Data. At any time during the Decommission Period, Veradigm may remove and destroy the original and any and all copies and backup versions of the Data, with or without notice to the Client. Client will not have access to the Solution or Client’s Data during the Decommissioning Period. This Decommissioning provision shall survive termination of the Hosting Services.

**Data Return.** Client may receive a copy of Client’s Data per the following 2-step process. First, Client must provide Veradigm with written notice expressly requesting a copy of Client’s Data at least ninety (90) days prior to the End Date provided the Agreement was not terminated due to Client breach. Second, Client must promptly pay Veradigm’s then-standard fees and expenses (as applicable) for the data return service. After payment of such fees, Veradigm will, in turn, as soon as commercially practicable, provide

Client a version of the Data that is then-stored within the Solution via Veradigm's then-standard means and format (which will be read compatible with a supported release of the subject Solution). After the End Date, Client is in charge of implementing and hosting the Solutions and Data in the Client-selected replacement environment(s). Client may engage Veradigm on a fee basis to assist in any such implementation as mutually agreed in a Client Order.

**Client Responsibilities.** Client is solely responsible for the following:

- Procurement, installation and support of Client's Internet services, Client's end of the interfaces, all hardware, software, print drivers, networks (including the local area network (LAN)) and other workstation devices used by Client at any of Client's locations to access and use the Remote Hosting Services ("**Client Systems**").
- Maintenance of an active account with an approved hosted faxing partner or an approved-on premise fax solution.
- Creating ad-hoc reports only within the Veradigm's then-specified system resource limitations.
- Any other disaster recovery and business continuity services (including those for the Client Systems), other than the "Disaster Recovery" obligation set forth herein.
- The privacy and security program of Client's entire enterprise. Client acknowledges that Veradigm has no responsibility for the security of the Data, other than as set forth in Security & Compliance.
- Maintaining the Solution on the then current release or the release immediately preceding the then-current release of the Solution.
- Other tasks assigned to Client in this Remote Hosting Services document.

**Client Participation:** Client is solely responsible for Client's Data and Veradigm is not required to monitor Client's Data. To help ensure service availability and stability, Client agrees to comply with the following hosting rules (as may be updated from time to time by Veradigm) (the "**Hosting Rules**").

- Client shall not use the Remote Hosting Services to transmit any data that is tortious or unlawful, violates any third party rights or interests, or contains any disabling device.
- Client shall deploy an appropriate firewall and use (and shall ensure that each Authorized User uses) commercially reasonable efforts not to transmit any viruses, worms, Trojan horses or other malicious code.
- Client shall be responsible for only utilizing workstations that operate software that meets or exceeds the then published Veradigm System Environment Specifications (SES) outbound security and bandwidth requirements of the Solution version.
- Client shall protect the confidentiality and security of any user IDs and passwords.
- Client shall not permit or authorize anyone other than Authorized Users to access and use the hosted Solutions or the systems or networks related to the Remote Hosting Services.
- Client shall ensure that, on each occasion, each Authorized User follows and properly clears the applicable and then-current Veradigm standard authentication procedures regarding access to the hosted Solutions.
- Client shall immediately notify Veradigm of any unauthorized access or use of any hosted Solutions, any associated hosted data, or the Remote Hosting Services.
- Client shall not perform any vulnerability scans or penetration testing within the Veradigm hosted environments or the Solution.
- Client shall upload and/or transmit data files to the Remote Hosting Services environment for clinical purposes only and for no other purpose whatsoever.

**Dependencies:** Veradigm shall not be responsible for, and shall not incur any liabilities or incur any damages for a failure to perform its obligations if such failure is due to, or a result of, in whole or in part, any Exclusion or any Client violation of a Hosting Rule or a Client Responsibility. Standard Disclaimers apply to the Remote Hosting Services.

**Disclaimer.** VERADIGM EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE REMOTE HOSTING SERVICES AND OTHER OBLIGATIONS UNDER THIS SCHEDULE, INCLUDING WITHOUT LIMITATION: (I) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT VERADIGM KNOWS, HAS REASON TO KNOW, OR HAS BEEN ADVISED OF ANY SUCH PURPOSE), AND (II) ANY WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SOLUTION OR THE REMOTE HOSTING SERVICES. EXCEPT FOR VERADIGM'S OBLIGATIONS UNDER DATA BACKUP AND RESTORATION, CLIENT ASSUMES ALL RISK OF LOSS AND SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGES, LOSSES, LIABILITIES, AND EXPENSES RELATED TO THE ERRORS IN, OR DESTRUCTION, LOSS, ALTERATION OF, RECONSTRUCTION, OR RECOVERY DATA.

**Liability Cap.** Without limitation to any limitations of liability in the Agreement, Veradigm's cumulative liability for all claims related to or arising out of the Remote Hosting Services and this Schedule shall not exceed the fees paid to Veradigm for the Remote Hosting Services for the twelve (12) month period immediately preceding the first event, action or omission giving rise to Veradigm's liability hereunder.