

VENDOR CONTRACT

This License and Services Agreement (this “**Agreement**”) is made as of the day of your signatures on the Owensboro Health (the “**Effective Date**”), between Cactus corporation (“Owensboro Health”, “**We**”), and you (“**Licensee**”, “**You**”). **You and Owensboro Health are collectively referred to as the “Parties.”**

Owensboro Health supporting physicians and medical practices and fully meets or exceeds the criteria within 3 months of the certification becoming available, Owensboro Health will refund maintenance fees for the time during which it remains uncertified after the expiry of 3 month period. In consideration of the rights and benefits that they will each receive in connection with this Agreement, the parties, intending to be legally bound, agree as follows:

Definitions: For the purposes of this Agreement, the terms set forth in this section have the meanings assigned to them below. Terms not defined below (whether or not capitalized) have the definitions given them in HIPAA, unless the context requires otherwise.

“Accounting Log” means accounting records compiled and maintained by Owensboro Health regarding the usage of the Program by the Licensee, which records may include, for example, a schedule of the times at which a Program was used by the Licensee and /or the amount of time any given Authorized User used the Program or any portion thereof.

“Agreement” means this License Agreement (paper or electronic) or any amendment thereof.

“ASP” or “Application Service Provider” or “Subscription” means the delivery of Applications over the Internet via a standard set of communications protocols as warranted by this Agreement.

“Authorized User” means you and those members of your Workforce who are individually authorized by you and Owensboro Health to have access to Owensboro Health Programs and Services to assist you in providing treatment and obtaining payment for treatment, and to whom we have assigned a unique identifier for access to the Owensboro Health Programs and Services.

“Confidential Information”, means any information concerning our business and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, trade secrets, workflows, customers, source code, data models, marketing plans, methods of operation, financial information, and other information disclosed or submitted, orally or in writing, or through the licensed programs and services or by any other media from one party to another pursuant to this Agreement or any other information that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. Confidential Information shall not include information that we make publicly available or that becomes known to the general public other than as a result of a breach of an obligation by you. Confidential Information does not include individuals’ health information.

“Equipment” means the operating system, hardware, software and networks on or through which the Owensboro Health programs are used or accessed by the Licensee Software Support and Maintenance includes telephone support and product upgrades and content usage for drug database and Drug Interaction checks, ICD and CPT upgrades, e-mail and fax support, patch upgrades and any other auxiliary activities that may be conducted to facilitate the use of the Owensboro Health Software and Services covered under this Agreement.

“HIPAA” means the administrative simplification provisions of the Health Insurance Portability and

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Accountability Act of 1996 and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.

“Services” means any and all services that You request and or Owensboro Health deliver.

“Term” means the initial term and all renewal terms of this Agreement.

“System” means the Licensee’s computer system in which Programs are installed, including allied Equipment, programs, and related optional software, hardware and or auxiliaries.

“Updates” means any changes, enhancements or modifications to a Program, documentation, services, and materials that are provided by Owensboro Health to Licensee. The determination of whether or not to issue a change, enhancement or modification or to designate any change, enhancement or modification as an Update shall be, in each case, made solely by Owensboro Health. Updates do not include new Products, materials, services, documents or major enhancements and or early release versions of any new or existing products and services.

“User” or “End User” means you and any other user of the Programs and Services authorized by you.

Term of License: The term of license for Owensboro Health program shall commence from the effective date provided under the Subscription Proposal. Either party can give notice of non-renewal, at least 90 days before the expiration of the first term, at its sole or absolute discretion, without cause and without stating any reason thereof. If Licensee fails to give notice of non-renewal, Licensee shall be deemed to have agreed to the applicable renewal rate reflected through the monthly invoice, for the next fee term.

Licensee may terminate this license on a 60 (sixty) days written notice if Owensboro Health materially breaches any provisions of this Agreement, and such breach has not been cured after notice of the same within such 60 day period, and not otherwise.

Angela McPherson, Director 10/01/2019
Owensboro Health Date

Cactus Corporation

Date