

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is entered into and made effective as of the Effective Date, by and between Client and **SJ MedConnect, Inc. dba Thalamus** (“Thalamus”) a Delaware corporation having its principal office located at 77 Alviso Street, Santa Clara, CA 95050.

In consideration of the mutual covenants and agreements herein contained, and in return for good and valuable consideration, the receipt and adequacy of which is hereby specifically acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth in this Section 1 or as otherwise defined elsewhere in this Agreement.

1.1 “Applicant” means an individual applying for Client’s graduate medical education program(s) (e.g. residency/fellowship programs, etc.).

1.2 “Applicant Data” means and includes any data accessed by Client through the Services and/or Products regarding an Applicant, including, but not limited to, an Applicant’s Personal Information.

1.3 “Client” means the organizational customer that signs a Statement of Work with Thalamus.

1.4 “Confidential Information” means and includes (a) this Agreement; (b) Personal Information as defined in Section 1.11; and (c) all information that may be conveyed verbally, graphically, electronically or any other form, including, but not limited to Thalamus’s or Client’s product plans, data, designs, costs, product prices and names, finances, marketing plans, business opportunities, customers, personnel, research, development, know-how or any information that reasonably may be considered confidential, the use and disclosure of which is specifically regulated or could be used to facilitate or perpetrate fraud or other similar acts. For the sake of clarity, as between the parties, to the extent any Applicant Data is deemed to constitute Confidential Information under this Agreement, such Applicant Data shall be considered the Confidential Information of Thalamus solely, and not of Client.

1.5 “Deliverable” means any report or item required to be delivered to Client pursuant to an applicable Statement of Work.

1.6 “Documentation” with respect to any Product, means any documentation for or relating to such Product, including Specifications, paperwork, development, diagnostic, support, user, training, and other information related to the use or support of any Product.

1.7 “Effective Date” means the effective date specified in Client’s first executed Statement of Work.

1.8 “Implementation” means the activities contemplated by the Implementation Plan to bring into service the Products in the manner contemplated by the parties and this Agreement.

1.9 “Implementation Plan” means the plan for Implementation of the Products described in the SOW. Such Implementation Plan shall be detailed in the SOW and shall address the requirements outlined in Section 4 of the Agreement.

1.10 “Intellectual Property Rights” means all intellectual property and proprietary rights anywhere in the world, whether statutory, common law, or otherwise, including, without limitation, patents (including patent applications and disclosures), copyrights, trademarks, and service marks (whether registered or unregistered), logos and devices, trade secrets, know-how, moral rights, and database rights, and all goodwill relating to the foregoing.

1.11 “Personal Information” means and includes any one or more of the following: a person’s name, social security number, telephone number, driver’s license or state ID number, account number, loan number, ACGME or AAMC ID #, protected personal health information (“PHI”), credit/debit card account number, access code or pin number, password, identification number, security code, biometric data, including but not limited to voice prints, as well as any other information that reasonably may be considered personal, the use and disclosure of which is specifically regulated or could be used to facilitate or perpetrate identity theft, fraud or other similar acts.

1.12 “Products” mean Thalamus’s software application products in object code form, including any error corrections and Updates (defined hereinafter) to Products provided by Thalamus under this Agreement, as well as any Documentation or other materials related to such software application products necessary or helpful in the use of same (including any hardware components delivered by Thalamus to Client to enable use of the Services). The Products shall include the specific software and hardware products as designated in a Statement of Work executed by the parties.

1.13 “Services” means the work to be performed by Thalamus, and Thalamus’s customization, configuration, maintenance, support, implementation, testing, training, providing Documentation, operation, hosting, and other obligations necessary for the Products to operate properly as provided in this Agreement and any Statement of Work executed by the parties.

1.14 “Specifications” means the operational, technical, and other requirements applicable to the Products and Services as set forth in the SOW or Documentation including, without limitation, any specifications or requirements related to the interoperability of the Products, Services and Thalamus Network, and Client’s other systems, infrastructure, software and technology.

1.15 “Statement of Work” or “SOW” means a mutually executed quote, order form, statement of work, or other document that refers to this Agreement and that specifies the Products and Services to be provided by Thalamus to Client. Each SOW shall be made a part of and shall be governed by this Agreement.

1.16 “Thalamus Network” means Thalamus’s network server(s) and data center, or that of a third party under lease or license to Thalamus, through or by which Client may access or otherwise utilize the Products and Services.

2. SCOPE OF SERVICES AND PRODUCTS

2.1 **Services and Products.** Thalamus shall provide the Services and Deliverables that are set forth in the Statement of Work. In the event of any inconsistency between terms and

conditions of any Exhibit, Statement of Work, or SOW Schedule and those in this Agreement, this Agreement shall control, unless an Exhibit, Statement of Work, or SOW Schedule specifically states otherwise.

2.2 **Additional Statements of Work.** In the event Client requires additional Products or Services not set forth in a Statement of Work, the parties may enter into another Statement of Work. Any such Statement of Work shall be completed and signed by both parties and shall reference and be subject to the terms and conditions of this Agreement. Thalamus shall perform the additional or modified Services and provide the additional or modified Products, and Client shall pay the amounts, if any, set forth in such Statement of Work for any such additional or modified Services or Products described therein.

2.3 **Client Obligations.**

2.3.1 Client shall provide Thalamus with all such cooperation and assistance as Thalamus may reasonably request, or otherwise may reasonably be required, to enable Thalamus to perform its obligations (including the provision of the Services and Products), and exercise its rights, under and in accordance with the terms and conditions of this Agreement, including:

(a) reasonable access to the Client's premises, systems, networks, and facilities;

(b) reasonable access to the appropriate Client personnel, including network, systems, operations, and applications personnel; and

(c) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

2.3.2 Client represents, covenants, and warrants that Client will use the Products in compliance with Thalamus' standard terms and conditions for such Products (which are available at www.thalamusgme.com/terms) (the "Terms of Service"), provided however that such Terms of Service shall not apply to the extent expressly contradicted by this Agreement.

2.3.3 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Products (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

2.3.4 As between the parties, Client shall be solely responsible for its communications and interactions with Applicants, and for maintaining the confidentiality and security of Applicant Data. Client shall also be responsible for communicating with Applicants with respect to promoting the availability of the Products, providing access to Client's account and related instructions. Client will promote the availability of the Products to all of its Applicants. Client understands and agrees that its Applicants shall be required to accept the Thalamus Terms of Service as a condition to being permitted to use the Products. Notwithstanding anything to the contrary, Client further understands and agrees that Thalamus is not a party to interactions between Client and Applicants, and Thalamus hereby disclaims all liability with regards to interactions between Client and Applicant and the accuracy and completeness of Applicant Data.

3. LICENSE

3.1 **Grant of License.** Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees pursuant to Section 7 of this Agreement, Thalamus hereby grants to Client a nonexclusive, nontransferable, non-sublicensable right and license to access and use the Products and the Thalamus Network, as well as any software, hardware, interfaces and other Deliverables created for or provided to Client in connection with the provision of the Services, for Client's administration of its processes and systems supported by the Products, subject to the limitations set forth below.

3.2 **License Restrictions.** Client has no right to assign, transfer, sublicense, or otherwise distribute the Deliverables or Products to any third party other than as permitted in this Agreement. Client may not, nor allow any third party to: (a) modify, disassemble, decompile or reverse engineer the Services, Thalamus Network, Deliverables or Products (the "Service Offerings"); (b) copy the Service Offerings; (c) use information from any of the Service Offerings to build a competing service or product in competition with the Service Offerings (which shall include any product or service with similar functionality to the Service Offerings, regardless of whether offered to third parties by Client); (d) provide access to or information from any of the Service Offerings to a third party that resells or provides data or services in competition with Thalamus; (e) provide access of any kind to any or all of the Service Offerings except to: (i) Client employees as necessary for Client to use the Service Offerings as part of recruiting Applicants, and (ii) bona-fide Applicants for that limited purpose; or (f) intentionally violate any applicable local, state, national or international law.

3.3 **Limited Rights.** Client's rights in the Thalamus Network and Products will be limited to those expressly granted in this Section 3 and shall terminate automatically upon the termination of this Agreement for any reason. Except as expressly granted in this Agreement, neither party shall have any other rights of any kind in the other's intellectual property, Intellectual Property Rights, proprietary technology, websites, products, or other proprietary materials. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a license to any party's intellectual property, Intellectual Property Rights, or proprietary technology other than in strict accordance with the terms of this Agreement. Each party reserves all rights not expressly granted to the other under this Agreement.

4. IMPLEMENTATION SERVICES

4.1 Beginning on the Effective Date of this Agreement, Thalamus will perform the functions, Services, and activities necessary for Thalamus to initiate, carry out and complete the Implementation as set forth in the Implementation Plan. Each party shall bear their respective costs required to effect the Implementation. The Implementation Plan describes Thalamus's activities associated with the Implementation of the Products, the enablement of functionality therein consistent with the Specifications, and the steps necessary to commence the delivery of the Services by Thalamus on or before the Effective Date.

4.2 Thalamus shall, upon Client's request, train Client's personnel in the use of the Products and Services. Such training shall be conducted at a site and at times agreed upon by the parties.

5. MAINTENANCE AND SUPPORT SERVICES

5.1 **Maintenance and Support.** Support and maintenance of the Products (“Maintenance and Support Services”) shall be provided by Thalamus as set forth in **Exhibit A**, and such Maintenance and Support Services shall continue until such time as this Agreement expires or there is a termination under Section 12 of the Agreement.

5.2 **Updates.** As a part of Thalamus’s Maintenance and Support Services, from time-to-time Thalamus may develop, implement, and maintain updates, enhancements, improvements, fixes or solutions to problems or bugs in the Services, Thalamus Network, and/or Products (“Updates”). Thalamus shall employ commercially reasonable efforts to make it such that Updates shall not degrade the functionality, capabilities, or features of the Products, Thalamus Network, and Services and shall be backward compatible with the data structures, databases, and system architecture employed with previous versions of the Services licensed to Client by Thalamus.

5.3 **Planned Maintenance.** Thalamus will, to the extent practicable, give Client advance notice prior to initiating a planned maintenance operation, and such notice shall indicate the estimated timing of such planned maintenance operation. Thalamus will use commercially reasonable efforts to conduct planned maintenance outages, if any, of the Thalamus Network during non-business hours.

6. OWNERSHIP/INTELLECTUAL PROPERTY RIGHTS

6.1 **Ownership.** Client will take reasonable care to not delete or in any manner alter the copyright, trademark, and other proprietary rights notices, if any, of Thalamus and its licensors appearing on the Thalamus Network or Products. Any and all pre-existing intellectual property (and Intellectual Property Rights therein) will remain as the sole and exclusive property of the contributing party and the other party shall not obtain any ownership rights in the other party’s pre-existing intellectual property.

6.2 **Intellectual Property Rights; Confidential Information.** All right, title, and interest, including all Intellectual Property Rights, in all of either party’s Confidential Information, inventions, discoveries, processes, and proprietary information embodied therein or related thereto shall be owned exclusively by such party and/or its licensors. As between Client and Thalamus, Thalamus shall own and retain all right, title and interest in and to the Service Offerings (including, but not limited to, all know-how, methods, processes, and other inventions, works, technologies, materials, documentation, programs, reports, specifications, and software created by Thalamus in connection with the Service Offerings), and Client will own all of Client’s Confidential Information. Confidential Information of Client includes non-public data provided by Client to Thalamus to enable the provision of the Services (“Client Data”), but shall not include data that is not sourced from Client or controlled by Client, such as Applicant Data or data that is also received by Thalamus from other institutions as part of the graduate medical education application process or otherwise in connection with Thalamus’ Services. Except as expressly set forth in this Agreement, Thalamus agrees not to utilize any of Client’s Confidential Information, unless it is necessary to do so in order to fulfill an obligation under this Agreement. Thalamus also agrees that it will not sell, disclose, transfer, or rent any of Client’s Confidential Information to any third party, nor will it use any of Client’s Confidential Information on behalf

of any third party, without the express written permission of Client and the relevant party. Notwithstanding the foregoing or anything to the contrary, Thalamus shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, Client Data), and Thalamus will be free during and after the term hereof, to use such information and data for the following purposes: (i) to provide the Services as described in this Agreement; (ii) improve and enhance Thalamus services and products (including the development of new or related products and services), (iii) to maintain the integrity of the Service, (iv) for customer service or billing purposes, (v) to conduct research, and (vi) provided that such information or data is aggregated and anonymized in a manner that appropriately masks and disguises Client's Confidential Information, for other legitimate developmental, diagnostic, or business purposes (each an "Authorized Use"). Thalamus may contract with third parties to support or conduct Authorized Uses, provided that either (a) Client Data is de-identified and aggregated prior to any third party Authorized Uses; or (b) the third party has executed a contract that requires the third party to maintain confidentiality of Client Data under terms no less stringent than this Agreement. Additionally, in the event that Client is a registered user of the Electronic Residency Application Service ("ERAS") provided by the Association of American Medical Colleges ("AAMC") as of the Effective Date, or becomes a registered user of ERAS thereafter, Thalamus may provide Client Data to the AAMC, who may use such Client Data for purposes of data analysis, product development or improvement, and research, which may involve contractors under confidentiality provisions no less stringent than this Agreement.

7. FEES

7.1 **License and Services Fees.** In consideration for the licenses and Services provided hereunder, Client will pay Thalamus the fees as set forth in an SOW executed by the parties within the time period specified therein.

7.2 **Travel and Incidental Expenses.** Client will reimburse Thalamus for all reasonable travel and incidental expenses incurred by Thalamus in connection with performing any Services hereunder, within thirty (30) days after the date of receipt of Thalamus's invoice for such expenses. Thalamus will furnish documentation of such expenses through written invoices.

7.3 **Payment Terms.** Thalamus will bill through invoices, and full payment must be received by Thalamus 30 days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in termination of Services.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Thalamus represents, warrants and covenants that as of the Effective Date and at all times during the Term of this Agreement:

(a) the Services will be performed, and the Thalamus Network and Products will function in conformance with this Agreement, any applicable SOWs, and the Specifications; and

(b) Thalamus shall perform all Services hereunder in a good and workmanlike manner and provide qualified personnel to perform the Services.

8.2 Each party represents, warrants and covenants that: (a) it has the full corporate right, power, and authority to enter into this Agreement and perform the obligations and duties hereunder; (b) the execution of this Agreement, and the performance of the obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of each party, enforceable against each in accordance with its terms.

8.3 THALAMUS'S WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES BY THALAMUS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN ABOVE, THE SERVICES, PRODUCTS AND THALAMUS NETWORK ARE PROVIDED ON AN "AS IS" BASIS.

9. INDEMNIFICATION

9.1 **Indemnification.** Thalamus shall indemnify Client, its affiliates, officers, directors, employees, consultants, and agents, and undertakes to defend same against and hold same harmless from any claims, allegations, actions, suits, loss, damages, expenses and costs (including, but not limited to, costs and expenses, attorneys' fees, along with any fees and costs associated with enforcing Client's indemnity rights under this Agreement) arising out of or relating to any claim of infringement or misappropriation of a third party's Intellectual Property Rights arising from the Services, Thalamus Network, Deliverables or Products. The foregoing obligations do not apply with respect to portions or components of the Services, Thalamus Network, Deliverables or Products (i) not supplied by Thalamus to Client, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified by Client after delivery by Thalamus, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) to the extent any infringement arises from Applicant Data therein, (vi) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vii) where Client's use of the Services, Thalamus Network, Deliverables or Products is not strictly in accordance with this Agreement. Thalamus shall promptly notify Client in the event that Thalamus becomes aware of any actual, threatened or potential claim of the type described in this Section 9.1.

9.2 **Infringement and Misappropriation Injunctions.** If Client's use of any of the Services, Thalamus Network or Products hereunder is, or in Thalamus's opinion is likely to be, enjoined as an infringement or misappropriation of any third-party Intellectual Property Right, Thalamus shall, at Thalamus's option and expense either: (a) procure for Client the right to continue to use the Services, Thalamus Network, Deliverables, and Products under the terms of this Agreement; (b) replace or modify the Services, Thalamus Network, Deliverables, or Products so that they are non-infringing and non-violative of any third party Intellectual Property Right and substantially equivalent in function to the enjoined products or services; or, if options (a) and (b) are not reasonably possible, (c) terminate this Agreement in whole or in part and provide to Client a prorated refund of all unused prepaid amounts for the Service Offerings as of the termination date of this Agreement.

10. CONFIDENTIALITY

10.1 **Exclusions.** Confidential Information does not include information that a party can demonstrate through competent evidence: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information (provided that, in the case of Thalamus Confidential Information, Client shall only be deemed to have independently developed such information if such development was performed by Client personnel who had been given no access to Thalamus Confidential Information); (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure who is rightfully empowered to disclose such information; or (e) is disclosed with the prior written approval of the disclosing party.

10.2 **Use and Disclosure Restrictions.** Each party will not use the other party's Confidential Information except as permitted herein and will not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to written binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). Each party, however, may disclose Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement, if legally permitted to do so.

10.3 **Equitable Relief.** In recognition of the unique and proprietary nature of the information disclosed by each party, it is agreed that each party's remedy at law for breach by the other party of its obligations under Section 10 shall be inadequate and the disclosing party shall, in the event of such breach, be entitled to seek equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

11. LIMITATION OF LIABILITY

EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT PAID AND/OR PAYABLE TO THALAMUS FROM CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO: (i) ANY CLAIM INVOLVING A BREACH OF SECTION 3 (LICENSE), SECTION 6 (OWNERSHIP), OR SECTION 10 (CONFIDENTIALITY), OR (ii) ANY CLAIM INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE (COLLECTIVELY, THE "EXCLUDED CLAIMS"). NOTWITHSTANDING THE FOREGOING, NEITHER PARTY'S LIABILITY FOR ANY

CLAIM INVOLVING A BREACH OF SECTION 6 (OWNERSHIP) OR SECTION 10 (CONFIDENTIALITY) WILL EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

12. TERMINATION

12.1 **Term.** This Agreement will begin on the Effective Date and will remain in effect until terminated pursuant to this Section 12 (the “Term”). SOWs will commence on the effective date stated therein and, unless earlier terminated in accordance with this Section 12, will continue for the period stated therein. For the sake of clarity, termination of an SOW will not function to terminate this Agreement.

12.2 **Termination for Cause.** Either party may terminate, in whole or in part, this Agreement, and/or any SOW in effect at the time for cause upon a material breach by the other party (including any default for which specific remedies are provided herein), which default either remains uncured thirty (30) days after written notice thereof is given to the defaulting party or is incapable of being cured, in which case the Agreement shall terminate upon the date of the default notice or such later date specified in such notice, if any. Either may immediately terminate this Agreement and/or any SOW in effect at the time, in the event of any of the following: (a) the other party ceases to carry on its business; (b) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against the other party, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; (c) the appointment of a receiver for all or substantially all of the other party’s assets; or (d) any change in federal or state laws and/or regulations that make continued performance under this Agreement unlawful or commercially unreasonable.

12.3 **Termination for Convenience.** This Agreement may not be terminated for convenience by either party for so long as any SOW remains in effect. Notwithstanding the foregoing sentence, either party may terminate this Agreement for convenience upon thirty (30) days’ written notice to the other party provided there are no SOWs then in effect.

12.4 **Effect of Termination.** Upon any termination or expiration of this Agreement: (i) all licenses and rights granted hereunder shall terminate (except to the extent otherwise identified herein) and Thalamus shall no longer provide any Services and Products to Client, except as provided otherwise in this Agreement; and (ii) each party shall promptly return or destroy the other party’s Confidential Information. Notwithstanding the foregoing, either party may maintain the other party’s Confidential Information after termination if (a) under a legal obligation to maintain such information, (b) such information is reasonably necessary to protect such party’s legitimate legal interests, or (c) such information is retained on such party’s backup systems until routinely destroyed in the normal course of business, provided, that such Confidential Information shall remain fully subject to the obligations of confidentiality stated herein, and shall be destroyed promptly upon cessation of the conditions stated in subsections (a), (b), and (c) above.

12.5 **Survival.** The rights and obligations of the parties contained in Sections 3.3 (Limited Rights), 6 (Ownership/Intellectual Property), 9 (Indemnification), 10 (Confidentiality), 11 (Limitation of Liability), 12.5 (Survival), 13 (Non-Solicitation), and 14 (General) will survive the termination of this Agreement. Additionally, any provision that expressly states that it shall survive or which, by its nature, must survive the completion, expiration, termination, or

cancellation of this Agreement, shall survive the completion, expiration, termination, or cancellation of this Agreement. Thalamus will be entitled to payment for Services rendered as of the termination date of this Agreement.

13. NON-SOLICITATION

During the Term and for a period of 12 months thereafter, Client shall not, and shall not permit its representatives to, directly or indirectly, in any manner make any solicitation to employ the Thalamus' personnel without the written consent of Thalamus, to be given or withheld in Thalamus' sole discretion. For the purposes of this paragraph, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto is not a breach of this paragraph.

14. GENERAL

14.1 **Assignment and Change in Control.** Neither party may assign this Agreement without other party's prior written consent, except as part of a merger, acquisition, sale of substantially all assets, or similar transaction. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

14.2 **Governing Law and Venue.** The validity of this Agreement and any SOW executed by the parties, the enforcement of their terms, and the interpretation of the rights and duties of the parties shall be governed by the domestic laws of the State of California, without regard to its conflict of law provisions. The parties agree that any dispute shall be adjudicated by a court of competent jurisdiction within Santa Clara County, California, or the Northern District of California, and agree to the exercise of personal jurisdiction by, and venue in, any such court.

14.3 **Electronic Signatures.** The parties agree that signatures required by this Agreement are acceptable by electronic means.

14.4 **Marketing.** Client hereby permits Thalamus to list Client on Thalamus' website and in Thalamus promotional or marketing material, including by using Client's standard logo, as a Thalamus client and Client hereby provides a royalty-free, perpetual (but for termination of this Agreement due to Thalamus' breach) license for Thalamus to do so.

14.5 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

14.6 **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

14.7 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day

delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

14.8 **Force Majeure.** In no event shall either party be liable for any delay or failure to perform its obligations hereunder where such delay or failure is caused by act of God, disease, fire, terrorist act, natural calamity, war, act or order of government, labor dispute or other events beyond such party's reasonable control to prevent or mitigate (a "Force Majeure Event").

14.9 **Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party shall represent itself as an agent, employee, legal representative, joint venturer, or partner of the other and shall not assume or purport to create any obligation on behalf of the other.

14.10 **Headings.** The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

14.11 **Taxes.** The fees and charges under this Agreement do not include any sales, use, excise, transaction, or other similar taxes levied against or upon the licensing of Products or the furnishing or receipt of Services pursuant to this Agreement. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Thalamus's net income.

14.12 **Amendment.** Except as otherwise provided herein, this Agreement or a Statement of Work may not be supplemented, amended or modified at any time until the parties execute a written instrument that (a) must be in a mutually agreed upon written or electronic format, (b) must be clearly designated as an amendment, addendum or change order, and (c) must be signed by an authorized representatives of each party. The parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the foregoing or anything else to the contrary in this Agreement, in the event that (i) Client has executed a Statement of Work with Thalamus for the paid use of the Services, and (ii) Client subsequently wishes to access certain Services for free through a special offer (the "Offer") provided to Client by Thalamus in partnership with the AAMC, Client understands and agrees that (x) upon Client's acceptance of such Offer (which may be established through Client's click-through acceptance of certain terms presented to Client electronically by Thalamus and the AAMC), all Statements of Work associated with this Agreement shall be terminated and superseded and of no further force and effect (but only with regards to the Services specified in the Offer), and (y) the terms and conditions of Thalamus' online Terms of Service (available at <https://thalamusgme.com/terms/>) shall prevail over any conflicting terms or conditions in this Agreement with regards to the Services specified in the Offer.

14.13 **Entire Agreement.** This Agreement, including all addenda, SOWs, SOW Schedules, Exhibits and attachments attached hereto, and other documents referred to in this Agreement and any documents referenced in such SOWs, SOW Schedules, Exhibits, addenda, attachments and other documents are hereby incorporated in and made a part of this Agreement and contain the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter

herein (including, but not limited to, any client services agreements or master services agreements previously entered into between Client and Thalamus).

EXHIBIT A
MAINTENANCE AND SUPPORT SERVICES

Description of Maintenance and Support Services

Maintenance and Support Services will consist of the following:

1) Thalamus will provide technical support to Client as set forth in this Exhibit A. Client may also initiate a helpdesk ticket via telephone at (408) 837-0295, by emailing customercare@thalamusgme.com or using the support widget on Thalamus’ website www.thalamusgme.com. Thalamus may change the methods of initiating helpdesk tickets at any time, so long as Client has reasonably equivalent means (in terms of ease and accessibility) to initiate support requests. All message services may be accessed 24/7, although Thalamus will only be obligated to communicate with Client during Thalamus’s normal business hours (M-F, 7:00am to 7:00pm ET). When reporting problems experienced with the Products, Client shall provide Thalamus with information reasonably requested by Thalamus, including, without limitation:

- a. Company name or Individual name
- b. Contact name, email address, and callback number
- c. Problem description
- d. Date and time problem was detected
- e. Error messages
- f. Screen shots

2) Trouble Tickets and Severity Levels. Thalamus shall assign a trouble ticket to Client and shall use commercially reasonable efforts to respond to and resolve each trouble ticket according to the Severity Levels set forth below, which shall include using commercially reasonable efforts to meet the Rate of Work and Status Update goals below. Client acknowledges that due to resource availability and volume of support requests being handled by Thalamus, the goals below are not guarantees.

NOTE: All times below are durations from the time the incident is reported (i.e. when Thalamus receives a support ticket), and initial response time estimates are only during Thalamus’ normal business hours.

Severity Level	Description & Response Plan
1 HIGH	Definition: Product is wholly unavailable or inoperable.
	Initial Response:

	Within 60 minutes of Client’s notification to Thalamus.
	Rate of Work: Work shall be performed 24 x 7 until a resolution is achieved.
	Status Updates: Hourly.
2 MEDIUM	Definition: Product is technically available and usable, but core functions are materially degraded (e.g., functioning below acceptable user experience standards, failing intermittently, etc.).
	Initial Response: Within 60 minutes of Client’s notification to Thalamus.
	Rate of Work: Work shall be performed during Thalamus’s normal business hours until a resolution is achieved.
	Status Updates: Daily.
3 LOW	Definition: Product is available and usable without material degradation, but certain non-critical functions are not working properly.
	Initial Response: Within 24 hours of Client’s notification to Thalamus.
	Rate of Work: Work shall be performed during Thalamus’s normal business hours until a resolution is achieved.
	Status Updates: Weekly.
4 GENERAL CUSTOMER SUPPORT	Definition: Product is available, and all functions are working as advertised. This category would include feature enhancement requests, or service questions requiring research by Thalamus. For clarity, Thalamus does not guarantee that it can develop all feature enhancements requested and may close out a Category 4 ticket as resolved by informing Client as to whether a feature requested may or may not be developed in the future.
	Initial Response: Within 24 hours of Client’s notification to Thalamus.
	Rate of Work: Work shall be performed during Thalamus’s normal business hours, based on nature, scope, and complexity of request; provided that.
	Status Updates: Monthly.

3) Supply of such corrections, Updates, and new releases of the licensed Products as Thalamus releases on an on-going basis. There will be no charge to Client for such new releases of the Products other than any Client-specific customization implementation or configuration services required for the Client in taking advantage of the new release. There may also be additional services fees associated with applying any Client specific customizations to a subsequent release.