



Software Additional Terms

(Revised April 24, 2025)

Use of the TruBridge Encoder and/or TruBridge Encoder Essentials (the "Software") is subject to Customer's acceptance of and compliance with the terms and conditions set forth herein (the "**Additional Terms**"). Customer expressly understands that the terms and conditions specified herein may be revised from time-to-time without notice and that Customer's use of the Software signifies its acceptance of the then current Additional Terms. Upon request, TruBridge shall provide Customer with a copy of the current Additional Terms.

1. **Third Party Providers.** It is expressly understood that the Software contains software and/or content provided by third parties (collectively "**Third Party Providers**").
2. **Copies; Printing.** Customer may make a reasonable number of copies of the Software for its internal back-up and archival purposes only, provided that such copy shall bear the original and unmodified copyright, patent and other intellectual property markings as originally delivered to Customer, as well as the applicable government rights notices specified below. Any such copy shall remain subject to the Additional Terms and shall remain the property of the applicable Third Party Provider. Customer may not provide such copy or copies thereof to any third party, except to its employees or agents who are subject to the confidentiality provisions herein. Customer is permitted to print limited portions of the Software on a specific topic ("**Excerpts**"), without any modification to the Excerpt, and solely for the exclusive use of Customer, provided that the source of the Excerpt(s) and applicable copyright notices and government rights notices are printed on the printout. Any Excerpts so distributed may only be used for purposes of claims processing, billing, and patient treatment.
3. **Additional Restrictions.** Customer is required to install all updates to the Software provided by TruBridge or Third Party Providers that are made available to Customer and is prohibited from using any version of the Software other than the most current version. Customer, and its End Users, must not, nor attempt to: (i) use the Software or any portion of the Software for any unlawful purpose or in violation of any laws or regulations; (ii) market, sell, lease, license, sublicense, publish, distribute, lend, transfer, or otherwise make the Software or any portion thereof, or components or output from the Software available to any unauthorized party, including distribution via the Internet or other public electronic information system; (iii) alter, maintain, enhance, modify, translate, or create derivatives of the Software or any components thereof; (iv) remove any trademark, copyright, or proprietary notices; (v) copy, decompile, disassemble, or otherwise reverse engineer the Software or use any similar means to discover the source code or trade secrets in the Software; (vi) use the Software as a substitute for the medical judgment of a physician or qualified health care provider; (vii) use the Software to provide service bureau, time sharing, or other computer services to third parties; (viii) circumvent any technological measure that controls access to the Software; or (ix) use the Software to benefit any party other than Customer.
4. **Ownership.** Customer acknowledges and agrees that, as between TruBridge and the Third Party Providers and Customer, TruBridge and the Third Party Providers are the sole and exclusive owner of, and retain all rights, title, and interest (including all intellectual property rights) in and to, their respective Software (including all updates and upgrades thereto) and all associated documentation. Except for the express license to use the Software granted in this Exhibit A, no other licenses or rights are granted by TruBridge or the Third Party Providers to Customer and any rights not expressly granted to Customer herein are reserved by TruBridge and the applicable Third Party Provider(s).
5. **Disclaimers.** THE SOFTWARE IS PROVIDED "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUBRIDGE AND ALL THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND



Software Additional Terms

(Revised April 24, 2025)

GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR PRIOR ORAL OR WRITTEN STATEMENTS WITH RESPECT TO THE SOFTWARE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE AND NON-INFRINGEMENT. TRUBRIDGE AND ALL THE THIRD PARTY PROVIDERS FURTHER DISCLAIM, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS, SEQUENCING, COMPLETENESS OR INACCURACIES IN THE SOFTWARE OR ANY USES, MISUSES, OR INTERPRETATIONS OF THE INFORMATION CONTAINED IN OR NOT CONTAINED IN THE SOFTWARE. TRUBRIDGE AND THE THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT AS TO THE OPINIONS OR OTHER SERVICE OR DATA ACCESSED, DOWNLOADED OR USED AS A RESULT OF USE OF THE SOFTWARE, OR THAT USE OF THE SOFTWARE OR ANY PORTION OF THE SOFTWARE WILL BE WITHOUT FAILURES, UNINTERRUPTED, OR ERROR-FREE, WILL BE ACCESSIBLE IN ANY PARTICULAR HARDWARE/SOFTWARE ENVIRONMENT, OR WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ASSUMES THE SOLE RESPONSIBILITY FOR ALL USES OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE, EFFICIENCY AND SUITABILITY OF THE SOFTWARE AND ANY RECONSTRUCTION, REPLACEMENT, REPAIR, OR RECREATION OF LOST PROGRAMS, DATA, OR EQUIPMENT IN THE EVENT OF HARDWARE OR SOFTWARE FAILURE.

6. **Limitation of Type of Liability.** IN NO EVENT WILL ANY THIRD PARTY PROVIDER BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF THE USE OF THE SOFTWARE (INCLUDING ANY DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS), OR FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. TO THE EXTENT THOSE EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY TO CUSTOMER.
7. **Limitation of Amount of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS EXHIBIT A, IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ANY THIRD PARTY PROVIDER WITH RESPECT TO THIS EXHIBIT A, WHETHER UNDER CONTRACT LAW, TORT LAW OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER TO TRUBRIDGE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.
8. **Information and Data Disclaimer.** Nothing contained in the Software is intended to replace the independent medical judgment of a health care professional and neither TruBridge nor the Third Party Providers will be liable for any damages arising out of reliance on the information contained in or derived from the Software. In addition, neither TruBridge nor the Third Party Providers make any warranties regarding the accuracy or completeness of any data or information provided a third party. TruBridge and the Third Party Providers specifically disclaim any liability for any consequences due to use, misuse or interpretation of information.
9. **Records and Audit Rights.** During the term of this Exhibit A and for five (5) years after the expiration or termination of this Exhibit A, Customer must (i) maintain complete and accurate books and records covering all transactions related to this Exhibit A, including, without limitation, a list of all End Users, (ii) provide copies of all such documentation to TruBridge and/or applicable Third Party Providers upon request; and (iii) provide reasonable access, without charge, to permit TruBridge and/or the Third Party Providers to audit its books, records, and systems to assure compliance with the Additional Terms, provided that TruBridge and/or the applicable Third Party Provider provides Customer with no less than five (5) days' prior written notice of its intent to audit.



Software Additional Terms

(Revised April 24, 2025)

10. **Third Party Beneficiaries; Termination.** The Third Party Providers are third-party beneficiaries to this Exhibit A. If TruBridge's contractual relationship with any Third Party Provider, expires or is otherwise terminated, TruBridge will have the right to terminate this Exhibit A immediately upon written notice to Customer, at which time all rights granted to Customer with respect to the Software will terminate and Customer will be required to discontinue all use of the Software immediately. If this Exhibit A is terminated pursuant to the immediately preceding sentence, TruBridge will refund any fees prepaid by Customer for periods after the date of termination.

11. **Additional Third Party Terms.**

a. **American Hospital Association:** The Software may include content (the "**AHA Content**") licensed from Health Forum, LLC or its Affiliates. The following terms apply to AHA Content:

1. **Copyright Notices.** Customer shall include the appropriate copyright notice set forth below in connection with AHA Content. From time to time, TruBridge may provide Customer with updated versions of the AHA Content ("**Updated Products**"). When Customer receives the Updated Products, TruBridge will advise Customer of the appropriate year to display in the copyright notice.

(a) ICD-9-CM Coding Clinic. AHA CODING CLINIC® FOR ICD-9-CM <YEAR> is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois. Except as permitted by this Exhibit A, no portion of AHA CODING CLINIC® FOR ICD-9-CM may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of the AHA.

(b) ICD-9-CM Coding Handbook. ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN, is copyrighted by Health Forum, LLC ("Health Forum"), Chicago, Illinois. Except as permitted by this Exhibit A, no portion of ICD-9-CM CODING HANDBOOK may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of Health Forum.

(c) HCPCS CODING CLINIC. AHA CODING CLINIC® FOR HCPCS <YEAR> is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois. No portion of AHA CODING CLINIC® FOR HCPCS may be reproduced, sorted in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of the AHA.

(d) ICD-10-CM CODING HANDBOOK. ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN, is copyrighted by Health Forum, LLC ("HF"), Chicago, Illinois. No portion of ICD-10-CM AND ICD-10-PCS CODING HANDBOOK may be reproduced, sorted in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of Health Forum.

2. **U.S. Government Rights Notices.** If Customer is a federal government agency, the following notices are provided, as applicable:

(a) ICD-9-CM Coding Clinic. This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer



Software Additional Terms

(Revised April 24, 2025)

software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(b) ICD-9-CM Coding Handbook. This product contains ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC ("Health Forum"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(c) HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(d) ICD-10-CM AND ICD-10-PCS CODING HANDBOOK. This product contains ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S.



Software Additional Terms

(Revised April 24, 2025)

government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

- b. **American Medical Association:** The Software may include content (the "**AMA Content**") licensed from the American Medical Association (the "**AMA**"). The following terms apply to AMA Content:

1. **Copyright Notice.** CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.
2. **Government Rights Notice.** This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

- c. **Truven - REQUIRED TERMS:** The Software may include content (the "**Micromedex Content**") licensed from Truven Health Analytics Inc., f/k/a Micromedex, a business of Thomson Healthcare Inc. ("**Micromedex**"). The following terms apply to Micromedex Content:

1. Copyright© [year] Thomson Healthcare Inc. All rights reserved. Information is for End User's use only and may not be sold, redistributed or otherwise used for commercial purposes.
2. The information contained in the Micromedex Content is intended as an educational aid only. All treatments or procedures are intended to serve as an information resource for physicians or other competent healthcare professionals performing the consultation or evaluation of patients and must be interpreted in view of all attendant circumstances, indications and contraindications.
3. Customer shall restrict use of any information generated or provided by the Micromedex Content (as incorporated in the Software), in connection with the treatment of patients, to a licensed healthcare professional directly connected with the Customer, either as an employee or an authorized affiliate; and then, only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Customer and Micromedex, the Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.



Software Additional Terms

(Revised April 24, 2025)

4. As between the Customer and Micromedex, Customer acknowledges and agrees: **THE PRICES CONTAINED IN RED BOOK ARE BASED ON DATA REPORTED BY MANUFACTURERS. MICROMEDEX HAS NOT PERFORMED ANY INDEPENDENT ANALYSIS OF THE ACTUAL PRICES PAID BY WHOLESALERS AND PROVIDERS IN THE MARKETPLACE. THUS, ACTUAL PRICES PAID BY WHOLESALERS AND PROVIDERS MAY WELL VARY FROM THE PRICES CONTAINED IN THIS DATABASE AND ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE REFER TO THE "AWP POLICY" IN THE PRODUCT FOR MORE INFORMATION.**
- d. **Elsevier:** The Software may include content (the "**Elsevier Content**") licensed from Elsevier Science, Inc. ("**Elsevier**"). The following terms apply to the Elsevier Content:
 1. Customer may only use the Elsevier Content exclusively as a reference or informational tool for Customer's or End User's use.
 2. Mosby's Drug Consult and Dorland's Medical Dictionary are copyrighted proprietary electronic databases for which all rights, including the copyright and trademark, are owned by Elsevier. Any and all information systems and product databases, documents, instructions or manuals relating to these products, produced by Elsevier remain the exclusive property of Elsevier. Reproduction or distribution of these products or such accompanying materials without the express written consent of Elsevier is prohibited.
 3. Modification or augmentation of Elsevier Content is prohibited without the express written content of Elsevier.
 4. ELSEVIER CONTENT IS LICENSED AS IS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOSBY SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO USE OF DORLAND'S MEDICAL SPELLER.
 5. In the event of a breach or threatened breach of this Agreement by Customer or anyone under the control or direction of Customer, Elsevier shall be entitled to an injunction restraining Customer or persons under the control or direction of Customer from such breach. Nothing contained herein shall be construed as prohibiting Elsevier from pursuing such other remedies as may be available to Elsevier for any such breach.
- e. **MedLearn:** The Software may include content (the "**MedLearn Content**") licensed from Medical Learning, Inc. The following terms apply to MedLearn Content:
 1. The printing or downloading of MedLearn Content, or any portion thereof, is expressly prohibited by any user other than the printing of an excerpt from the MedLearn Content on a specific topic, without any modification to the excerpt, for internal use only by the Customer.
 2. The text of MedLearn Content is to remain inaccessible to other programs capable of generating paper printouts of MedLearn Content (excluding the print screen functionality of Windows software).
 3. The MedLearn Content may not be accessed via public bulletin boards or any other mechanism that allows access to MedLearn Content by sites that are not sublicensed.



Software Additional Terms

(Revised April 24, 2025)

- f. **Solventum**: The Solventum Corporation ("Solventum"), as a third party licensor of Solventum™ Grouper Plus Content Services ("Solventum Software"), requires additional terms and conditions associated with their product. The following terms and conditions apply to the usage of Solventum Software and any related documents ("Documents"):
1. The license to access and use the Solventum Software and Documents pursuant to the TruBridge Master Services Agreement (which shall be referred to as the "End User License Agreement" in this exhibit) is non-exclusive and non-assignable. Such license to access and use the Solventum Software and Documents is solely for Customer's internal use within the United States and its territories and not for use on behalf of any other entity except as expressly authorized in the End User License Agreement.
 2. Customer is prohibited from making any modifications to or derivatives of the Solventum Software or Documents, including the removal of any copyright or other proprietary rights notices.
 3. Customer is prohibited from disassembling or otherwise reverse engineering the Solventum Software, except as may be specifically authorized by law.
 4. Customer is prohibited from providing copies of the Solventum Software or Documents to third parties, or making the Solventum Software or Documents accessible to third parties.
 5. Customer is prohibited from making copies of the Solventum Software or Documents except for archival and backup copies authorized by the End User License Agreement.
 6. Customer is required to treat the Solventum Software and Documents in a confidential manner and to use Customer's best efforts to prevent disclosure of the contents of the Solventum Software and Documents to third parties.
 7. Customer must ensure that anyone who has Customer's authorized access to the Solventum Software and Documents complies with the provisions of the End User License Agreement.
 8. Any liability of Solventum and/or its suppliers to Customer is expressly limited to the fullest extent permitted by law.
 9. Customer's right to use any Solventum Software will be terminated in the event Customer violate any terms and conditions of this exhibit and fail to cure such violation within 30 days of written notice thereof.