



Third-Party Terms

These Third-Party Terms are incorporated by reference in the Master Services and License Agreement ("Agreement") and where part of the applicable Solution Terms govern Customer's solution stated on the Order Form. Capitalized Terms used but not defined herein have the meaning set forth in the Agreement.

American Medical Association End User License Agreement

1. Application. This American Medical Association End User License Agreement applies to Customer's use of Licensed Content in connection with the symplr solution the applicable Order Form executed by Customer.

2. Definitions.

"AMA" means the American Medical Association.

"End User" means the Customer's Users.

"Licensed Content" means the Current Procedural Terminology ("CPT") code set and related content maintained by the AMA and the related intellectual property of the AMA licensed in connection with Customer's Care Management System.

3. Terms and Conditions.

3.1 End User is prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the Licensed Product(s), or a copy or portion of Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

3.2 The AMA warrants that the Licensed Content does not violate any commercial technical data, database right, copyright, or trademark rights of any third party and will not knowingly violate any law. Except for the forgoing, End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

3.3 Upon request by symplr or the AMA, End User is required to provide records and submit reports including information necessary for the calculation of royalties payable to the AMA by symplr. All records and reports required under this Section shall be subject to audit by AMA.

3.4 End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

3.5 AMA shall be a third-party beneficiary of this End User Agreement.

3.6 End User expressly consents to the release of its name by symplr to the AMA for purposes of ensuring compliance with the terms of this EULA.



IMO End User License Agreement

1. Application. The Intelligent Medical Objects, Inc. ("IMO") End User License Agreement applies to Customer's use of symplr Directory and is available at <https://www.imohealth.com/wp-content/uploads/2019/08/IMO-EULA-for-Resellers.pdf>.

InterSystems End User License Agreement

1. Application. This InterSystems EULA is between InterSystems Corporation ("InterSystems") and Customer that has ordered license(s) to use InterSystems' proprietary software (the "Licensed Software") and/or services ("Support Services") from InterSystems pursuant to symplr's Order Form, and in connection with the Agreement to which this InterSystems EULA is incorporated by reference. Capitalized terms used but not defined herein have meaning set forth in the Agreement.

2. Restrictions. Customer may only use the Licensed Software and Support Services in conjunction with symplr's software.

3. License Grant. To enter into a License, you must sign symplr's agreement which contains this InterSystems EULA as a schedule. Upon symplr's acceptance of your order (the "Effective Date") and the payment of the appropriate fee (the "License Fee") to symplr, InterSystems shall grant to you a nontransferable and nonexclusive 30-year license to use the Licensed Software internally solely in the conduct of your business (the "License").

4. Warranty. InterSystems hereby warrants to you that during the one (1) year following the grant of your License and so long as you subscribe to Software Maintenance services the Licensed Software will operate substantially in accordance with InterSystems' documentation. The foregoing warranty is conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR SUPPORT SERVICES. Your exclusive remedy for a breach of the above warranties shall be for InterSystems or symplr to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Support Services, as applicable. THE LIMITED WARRANTY HEREIN DOES NOT INCLUDE SUPPORT SERVICES AND IS NOT A SUBSTITUTE FOR SUCH SERVICES, WHICH IN THE CASE OF A PAID-UP LICENSE, ARE AVAILABLE FOR A SEPARATE FEE.

5. Limitation of Liability. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems in respect of the specific Licensed Software or Support Services on account of which such liability arose. In no event shall InterSystems be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.

6. Infringement Claims. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at InterSystems' sole discretion.

7. Ownership. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You may make copies of the Licensed Software for backup and archival purposes only. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, you agree not to use or disclose any confidential information provided to you by InterSystems or its affiliates relating to the Licensed Software, Support Services or this business relationship. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon five (5) days' notice by InterSystems, including providing access to your premises.



8. Governing Law; Venue. This InterSystems EULA between InterSystems and you shall be construed in accordance with and governed by the laws and regulations of the Commonwealth of Massachusetts. Any litigation arising herein shall be initiated and conducted exclusively in the state or federal courts in Boston, Massachusetts.

9. Independent Contractors. The parties are and shall be independent contractors to one another, and this InterSystems EULA shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.

10. Survival. Sections 5, 7, 8, 9, and 10 hereof shall survive termination or expiration of this InterSystems EULA. Your rights to use the Licensed Software cease immediately upon termination or expiration of this InterSystems EULA.

11. Export Controls. With respect to the provisions of this InterSystems EULA, you agree to comply with all applicable laws, including, but not limited to, U.S. export control or similar laws with respect to use of the Licensed Software, Support Services, and technical data. The English version of this InterSystems EULA shall control unless otherwise required by local law.

12. Entire Agreement. This document as well as the product terms in effect as of the Effective Date (or, in the case of Support Services, as of the date such Support Services are provided), constitute the entire agreement between you and InterSystems relating to your use of the Licensed Software and receipt of Support Services and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems. InterSystems shall have the right to transfer or assign this InterSystems EULA without your consent or prior notice to you. You may not assign this InterSystems EULA without InterSystems' prior written consent and such consent will not be unreasonably withheld. This InterSystems EULA may only be modified or amended by a writing signed by both InterSystems and you. If there is any conflict between the terms and conditions of the Agreement and this InterSystems EULA, the terms and conditions of this InterSystems EULA will control with respect to InterSystems and you.

Visier Terms and Conditions

1. Application. These Visier Terms and Conditions ("Terms and Conditions") apply to the talent acquisition analytics tracking software solutions set forth in the Order Form executed by Customer and provided by symplr, along with its partner, Visier, Inc. ("Visier"). Capitalized terms used but not defined herein have meaning set forth in the Agreement.

2. Data Access. By agreeing to these Terms and Conditions, Customer grants to symplr the right to provide Customer's data to Visier and permits Visier to collect, transfer and process Customer's data as necessary to provide Talent Analytics powered by Visier. Customer's data includes, but is not limited to, information relating to an identified or identifiable natural person including (a) full or partial name, employee ID number, birthdate, age, zip or postal code; (b) gender, nationality, and racial and ethnic origin; (c) employment information, such as salary, tenure, department, training courses; and (d) recruitment information such as date of application, job applied for, and offer date. Additionally, the collection and processing of Customer's data may result in identification of Customer.