

## Platform Terms and Conditions

PLEASE REVIEW THESE TERMS CAREFULLY AS THEY AFFECT EACH PARTY'S LEGAL RIGHTS AND CONTAIN A MANDATORY ARBITRATION PROVISION AND A WAIVER OF CLASS ACTION REMEDIES.

These Platform Terms and Conditions (these “**Terms**”) form a binding legal agreement between Radar Healthcare Inc., a Delaware corporation (“**Radar**”) and the applicable customer (“**Customer**”) that has entered into an order form or similar transaction document that references these Terms (“**Order**”). These Terms and the Order (together this “**Agreement**”) govern Customer’s access to and use of Radar’s healthcare quality and compliance management platform, as may be further described in the Order (including the modules set out in the Order, the “**Platform**”). In the event of any conflict between these Terms and the Order, the terms of the Order will prevail.

Radar may update these Terms from time to time at its discretion. Radar will always keep the current version of these Terms posted on its website, and any updates posted at least 30 days prior to Customer’s next renewal date will automatically take effect on such date unless the parties have otherwise agreed in writing.

**1. Certain Definitions.** Capitalized terms not otherwise defined herein will have the meanings given below:

1.1 “**Affiliate**” means an entity that controls, is controlled by, or is under common control with another entity.

1.2 “**Documentation**” means any user guides, manuals, and other documentation that may be provided by Radar from time to time regarding the Platform.

1.3 “**Effective Date**” means the effective date set forth in the Order (or, if unstated, the last date of signature of the Order).

1.4 “**Enhancements**” means any updates, upgrades, modifications, improvements, developments, new features, or other enhancements related to the Platform. Enhancements will be deemed part of the Platform upon release by Radar.

1.5 “**Initial Term**” means the initial subscription period listed in the Order.

1.6 “**IP Rights**” means any rights under patent, copyright, trade secret, trademark, or other intellectual or industrial property laws worldwide.

**2. Platform.**

2.1 Grant. Subject to Customer’s compliance with this Agreement, Radar grants Customer a non-exclusive, non-sublicensable, and non-transferable right to access and use the Platform in accordance with the Documentation for its internal business purposes during the Term. The scope of this grant of rights is limited to the user count and types, subscription tier, and any other metrics or restrictions set forth in the Order.

2.2 Accounts. Customer is solely responsible for ensuring that its users’ login credentials (usernames and passwords) remain secure and confidential and will notify Radar immediately if it suspects any unauthorized use of any user account. Customer will be fully responsible for any actions taken using its user accounts, and for any acts or omissions of its personnel. If an Order includes a user count, each individual associated with a user account will count towards such user count. User accounts may not be shared by multiple individuals, but Customer may reassign a user account to a new user if the prior user no longer requires ongoing access to the Platform. Authorized users are limited to Customer’s and its Affiliates’ (i) employees; (ii) service providers who access the Platform in connection with performing services for Customer or its Affiliates and are not competitors of Radar; and (iii) associated or affiliated physicians, nurses, or medical practitioners. Customer’s patients and

customers are not authorized users (unless they are also an employee or service provider as described above). Customer is responsible for preventing Platform access by any non-authorized users.

2.3 Excess Usage. If Customer's usage exceeds any of the user counts or other usage thresholds or limits in the Order, without limiting Radar's other rights and remedies hereunder, Radar may require Customer to promptly pay any applicable overage charges for excess usage to date and either: (a) reduce its ongoing usage to within the stated limits; or (b) promptly pay the applicable fees to upgrade the user count, subscription tier, or otherwise accommodate the excess usage.

2.4 Reservation of Rights. Customer acknowledges that all right, title and interest in and to Platform and Documentation (including all IP Rights) belong to Radar or its relevant licensors. Rights in the Platform are licensed (not sold) to Customer hereunder, and Customer has no rights in the Platform other than as expressly granted herein.

2.5 Restrictions. Customer will not, and will ensure its users do not, directly or indirectly: (a) sell, lease, license, sublicense, or otherwise make the Platform available to any third party, or use the Platform on behalf of third parties (including use in connection with any timesharing or service bureau, outsourced or similar service); (b) use manual or automated means to trawl, mine, scrape, frame, or mirror the Platform; (c) decompile, disassemble, reverse engineer, or attempt to access the Platform's source code (except as permitted by applicable law), or use the Platform to create any derivative works thereof or develop any competing offering; (d) upload, transmit, or submit any viruses, malware, or malicious code, or other harmful materials to the Platform, or otherwise interfere with the operation of the Platform; (e) attempt to hack or gain any unauthorized access to the Platform or any part thereof; (f) use the Platform for any unlawful purpose or in an unlawful manner or for any unlawful purpose; (g) remove any trademark or copyright notices contained in the Platform; (h) provide any false or misleading information or any information or data it does not have the right to provide; (i) perform any security or penetration testing, or benchmarking analysis, of the Platform without Radar's prior written consent; or (j) otherwise violate any of Radar's published policies or rules.

2.6 Feedback. If Customer or its users provide feedback, suggestions, or requests for Enhancements (collectively, "**Feedback**"), Customer hereby grants Radar an unrestricted, perpetual, irrevocable, royalty-free, worldwide license to reproduce, display, perform, modify, transmit, distribute, create derivative works of, and otherwise use the Feedback in any manner, without any right of attribution or accounting.

2.7 Enhancements. Customer acknowledges that it is entering into this Agreement on the basis of the Platform as it exists today, and not in reliance upon any requested or anticipated Enhancements. Enhancements are developed and released at Radar's sole discretion. Radar will own and retain all IP Rights in any Enhancements, even if developed under an SOW or otherwise at Customer's request.

2.8 Support and Service Levels. Radar will provide standard support services pursuant to its then-current Software Support, Maintenance & Hosting Guide, available at [www.radarhealthcare.com/terms-and-conditions](http://www.radarhealthcare.com/terms-and-conditions) (the "**Support Guide**"). Radar will use commercially reasonable efforts to provide Platform access in accordance with the hosting levels set forth therein. Radar may update its Support Guide from time to time by publishing an updated version on its website.

2.9 Ancillary Services. "**Ancillary Services**" means any implementation, consulting, training, or other professional or ancillary services provided by Radar in connection with Customer's use of the Platform (excluding Platform hosting and support offerings). Radar will provide Ancillary Services as described in the Order or in any subsequent statement of work entered into between the parties hereunder ("**SOW**"). Each SOW will automatically be incorporated into this Agreement.

2.10 Cooperation. Customer is responsible for providing any information, access, or cooperation reasonably requested by Radar in order to provide any support or Ancillary Services and otherwise make the Platform available to Customer hereunder.

2.11 On-Prem Orders. Radar will host the Platform unless the Order expressly provides a license for Customer to install the Platform software on its own systems (an “**On-Prem Order**”). The following provisions apply to On-Prem Orders, notwithstanding anything to the contrary in these Terms:

a. Grant. This provision will replace Section 2.1 as relates to any On-Prem Order. Subject to Customer’s compliance with this Agreement, Radar grants Customer a non-exclusive, non-sublicensable, and non-transferable right to install and use the Platform on systems it owns or controls in accordance with the Documentation for its internal business purposes during the Term. The scope of this grant of rights is limited to the equipment and location details, user count and types, subscription tier, and any other metrics or restrictions set forth in the Order

b. Service Responsibility. Customer will be responsible for: (i) obtaining appropriate Ancillary Services (e.g., installation and configuration of the Platform and Enhancements) and providing any necessary access for Radar to provide such Ancillary Services; and (ii) obtaining and maintaining any necessary equipment, hardware, software, and network connections for the proper functioning of the Platform. Radar will have no liability for any issues, errors, damages, or claims arising from Customer’s failure to properly maintain or monitor the provided equipment, hardware, software, and network connections (including, without limitation, Customer’s failure to authorize and enable Radar’s implementation of any required or recommended Enhancements). Radar may limit its support and maintenance offerings to the current version of the Platform together with the previous released 2 versions.

c. Deletion. Upon expiration or termination of this Agreement, Customer will promptly uninstall and delete all copies of the Platform and Documentation in its possession and control and will provide written certification of the foregoing if requested by Radar.

d. Audit. During the Term and for 2 years thereafter, Customer will permit Radar or its designated representative to audit Customer’s relevant systems and records up to once per 12 months to verify Customer’s compliance with this Agreement. Any such audit will be conducted at Radar’s expense, except that Customer will reimburse Radar’s audit costs if the audit reveals any excess (unpaid) usage by Customer.

e. Limitation of Warranties. The limited warranty provided in Section 5.2 will only apply to warranty claims made in the first 6 months following delivery of the Platform software to Customer. In no event will Radar have any warranty obligations for any non-conformance caused by Customer’s failure to properly install or configure the Platform or any Enhancements.

2.12 Third Party Software. The Platform may include certain software components licensed to Radar by third parties (“**Third Party Software**”). Notwithstanding anything to the contrary herein: (a) the Third Party Software is owned and controlled by the relevant third party, not Radar; (b) Radar will have no liability for any errors, damage, or claims arising from or caused by Third Party Software; and (c) Customer’s use of Third Party Software will be subject to any applicable third-party licensing terms made available by Radar in the Documentation or otherwise.

### **3. Fees and Payment.**

3.1 Generally. Radar will invoice Customer for the fees as described in the Order or SOW and this Agreement. Unless otherwise set forth in the Order or SOW: (a) subscription and other recurring fees will be invoiced annually in advance; (b) fixed fees for Ancillary Services will be invoiced in advance; and (c) time and materials fees for Ancillary Services will be invoiced monthly in arrears. Unless otherwise set forth in the

applicable Order or SOW: (x) Ancillary Services will be charged at Radar's then-current standard day rates (which will be provided to Customer upon request); and (y) Customer will reimburse Radar for any reasonable travel or other expenses incurred by Radar in connection with Ancillary Services which are stated in the applicable Order or SOW or have otherwise been approved in advance by Customer. Radar may increase its subscription fees at each anniversary of the Effective Date by an amount equal to the percentage increase in CPI (All Urban Consumers) in the prior 12 months, as reported by the US Bureau of Labor Statistics.

3.2 Payment Terms. All fees are due in full (without deduction, setoff, or counterclaim) within 30 days of the invoice date. A late payment charge of 1.5% per month, or the maximum rate allowed by law (whichever is less), will be added to all overdue amounts under this Agreement (except for amounts that are subject to good faith dispute, as notified by Customer in writing before the applicable due date). Customer will be liable for any reasonable costs incurred by Radar in seeking to collect any amounts due from Customer hereunder. All fees are in USD and are non-cancellable and non-refundable except as expressly set forth herein or in the applicable Order. If Customer pays using a credit card or other method with an associated transaction fee, Customer will be responsible for reimbursing or truing up the payment amount so Radar receives the entire fees due hereunder.

3.3 Taxes. All fees are exclusive of, and Customer is solely responsible for payment of, all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Radar's net income) arising from the transactions hereunder. If Customer claims a tax exemption, it will provide Radar an exemption certificate and indemnify Corti for any claims from a taxing authority arising from such purported exemption.

#### **4. Term and Termination.**

4.1 Term; Renewal. This Agreement will take effect on the Effective Date and will continue for the Initial Term. Unless otherwise set forth in the Order, after the Initial Term this Agreement will automatically renew for consecutive 12-month periods (each, a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal at least [60] days prior to the end of the then-current Initial Term or Renewal Period.

4.2 Termination. Either party may terminate this Agreement immediately for cause if the other party materially breaches this Agreement and does not cure such breach within 30 days from receipt of written notice thereof. Termination of this Agreement is without prejudice to any other remedies available to the terminating party.

4.3 Suspension. Radar may immediately suspend Customer's access to the Platform if: (a) Customer breaches Section 2.5 or fails to pay any amount when due (other than amounts subject to good faith dispute, as notified by Customer in writing before the applicable due date); or (b) Radar determines in good faith that such suspension is necessary to avoid possible harm to Radar's, Customer's, or any third party's property, systems, or information. Radar will promptly notify Customer of the suspension and reason therefor and will restore access as soon as commercially feasible once the underlying issue is resolved.

4.4 Effect of Termination. Upon the expiration or termination of this Agreement, Customer's right to access the Platform will immediately end, and Customer will destroy all copies of Documentation in its possession or control. Sections 2.4-2.7, 2.11, 2.12, 4.4, 5.3, 6, 7, 8, 9, and 10 of these Terms will survive the termination or expiration of this Agreement. Termination or expiration of this Agreement will not affect any already-accrued obligations or liabilities (including Customer's obligation to pay all fees owed under this Agreement). Provided Customer is current in all payment obligations at the time of termination, Radar will provide commercially reasonable data extraction services at its then-current time and materials rates.

## 5. Warranty and Disclaimers.

5.1 Mutual Warranties. Each party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization and has full power and authority under applicable laws, rules or regulations to enter into and perform its obligations and engage in the activities contemplated under this Agreement; (b) its entry into this Agreement and performance hereunder does not and will not conflict with or violate any agreement or obligation it has to any third party; and (c) it is and will remain in compliance with all laws, rules, and regulations applicable to its performance hereunder.

5.2 Limited Warranty. Radar represents and warrants that the Platform will perform in material conformance with its Documentation. For any breach of such warranties, Radar's sole obligation and Customer's sole remedy will be for Radar to promptly (and at no charge) repair or replace the affected Platform features, or, if the foregoing is not commercially feasible, to terminate this Agreement and refund the pro rata portion of any prepaid fees corresponding to the period after Customer first reported the non-conformance to Radar in writing. This warranty will not apply to any non-conformance caused by Customer's misuse or modification of the Platform or any failures or problems in Customer's own equipment, networks, and systems.

5.3 Disclaimer. The Platform and its output are reliant on the accuracy, completeness, and timeliness of information and data provided by Customer and relevant third-party sources, and Radar is not responsible for any such external data. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, RADAR PROVIDES THE PLATFORM AND ANCILLARY SERVICES "AS IS" AND "AS AVAILABLE" AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING ANY OF THE FOREGOING, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, AND DOES NOT GUARANTEE THAT THE PLATFORM OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE.

## 6. Confidential Information.

6.1 Definition. "**Confidential Information**" means any non-public information provided by one party ("**Discloser**") to the other party ("**Recipient**") hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. Confidential Information includes information regarding a party's technology, Platform, websites, pricing, customers, or other business, technical, or financial information. Without limiting the generality of the foregoing, Customer's Confidential Information includes the Customer Data (as defined below), and Radar's Confidential Information includes non-public information regarding the Platform, its features and performance, and the Documentation. Confidential Information does not include information that: (a) is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser; (b) is in or enters the public domain through no wrongful act of the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.

6.2 Protection. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.

6.3 Compelled Disclosure. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, if legally permitted, provide Discloser with prompt written notice sufficient to allow Discloser an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.

6.4 Return or Destruction. At Discloser's request upon termination of this Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (a) any copies required to be retained under applicable law and (b) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

6.5 Remedies. Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that the non-breaching party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that party.

## 7. Data.

7.1 Customer Data. "**Customer Data**" means any data submitted by Customer to the Platform, including any reports or other outputs generated using such data. Customer Data is owned by the Customer and is part of Customer's Confidential Information. Customer should make its own backups of important Customer Data, and Radar will not be responsible for any corruption, alteration, or loss of Customer Data. In the event of any loss or damage to Customer Data in Radar's possession, Radar's sole responsibility will be to use commercially reasonable efforts to restore the latest backup of such Customer Data maintained by Radar in accordance with its standard procedures.

7.2 Usage Data. "**Usage Data**" means anonymized or aggregated technical or usage data relating to the use and performance of the Platform. Notwithstanding anything to the contrary herein, Usage Data is not Customer Data, and Radar may use and disclose Usage Data to improve its offerings and for other legitimate purposes, provided it will not disclose Usage Data in a manner that identifies Customer or any third-party entity or individual.

7.3 Personal Information. "**Privacy Laws**" means any laws or regulations regarding the processing of personal information or data, including (to the extent applicable) the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (each as amended from time to time, "**HIPAA**"). "**Personal Information**" means any information or data that relates to an identifiable individual or household or is otherwise subject to any Privacy Laws, including any Protected Health Information as defined under HIPAA ("**PHI**"). Each party will: (a) comply with all applicable Privacy Laws with respect to its activities in connection with this Agreement; (b) maintain commercially reasonable administrative, physical, and technical safeguards designed to ensure the security and integrity of Personal Information and other sensitive information in its possession or control, which will be at least as protective as may be required by applicable Privacy Laws; and (c) provide all reasonable cooperation requested by the other party to facilitate such other party's compliance with applicable Privacy Laws in connection with this Agreement (including as relates to responding to data access, deletion, or similar requests from data subjects). To the extent required by applicable law, the parties will enter into Radar's standard Business Associate Agreement available at [www.radarhealthcare.com/terms-and-conditions](http://www.radarhealthcare.com/terms-and-conditions) and comply with the terms thereof. Customer represents and warrants that it has obtained all necessary consents from the applicable data subjects in respect of any Personal Information it provides to Radar or the Platform. Without limiting the generality of the foregoing, Radar will comply with its then-current privacy policy available at <https://radarhealthcare.com/privacy-policy>. Radar is and will remain ISO 27001 compliant throughout the Term.

To the extent permitted by applicable law, Radar may: (i) de-identify any and all PHI obtained by Radar hereunder in accordance with the de-identification requirements of 45 CFR 164.514(a)-(b), and use and disclose such de-identified data consistent with 45 CFR 164.502(d) for the proper management and administration of the Platform or to carry out its legal responsibilities; and (ii) combine PHI provided hereunder with any de-identified or aggregated data maintained by Radar (provided that aggregated PHI is first de-identified in accordance with HIPAA), and to make such PHI available to other Covered Entities (as defined under HIPAA) to enable such Covered Entities or Radar to leverage such data in performing comparative analysis of their healthcare operations.

## **8. Indemnification.**

8.1 By Radar. Radar will indemnify, defend, and hold Customer harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") it may incur in connection with a third-party claim to the extent arising out of any allegation that the Platform infringes any third party's IP Rights. Radar will have no obligation for any claims arising out of: (a) misuse or modification of the Platform; (b) combination of the Platform with any components not provided by Radar; or (c) Customer Data (or the quality or completeness thereof) or Radar's conformance with Customer's specific requirements or instructions (each, an "**Exclusion**"). If a third-party claim of infringement is threatened or occurs, Radar may seek to mitigate damages by modifying the Platform to be non-infringing, obtaining a license for Customer to use the Platform, or (if neither of the foregoing are commercially feasible) terminating this Agreement and refunding to Customer any unused, prepaid fees. The provisions of this Section 8.1 set forth Radar's exclusive liability, and Customer's exclusive remedy, for any third-party claims of infringement.

8.2 By Customer. Customer will indemnify, defend, and hold Radar harmless from and against any Losses it may incur in connection with a third-party claim to the extent arising out of an Exclusion, Customer's use of the Platform, or any medical care, direct patient care services, or other patient interactions.

8.3 Indemnification Procedures. The party seeking indemnification hereunder will: (a) give the indemnifying party prompt written notice of the claim (provided that no delay will affect the indemnifying party's obligations except to the extent materially prejudicial to it); (b) give the indemnifying party control of the defense and settlement of the claim; and (c) cooperate with the indemnifying party in defending or settling such claim, at the indemnifying party's expense. The indemnified party will have the right to participate at its own expense in the defense and settlement of any claim. Neither party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, which may not be unreasonably withheld.

**9. LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RADAR BE LIABLE FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REPUTATION, OR DATA) IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) TOTAL AMOUNTS EXCEEDING THE FEES PAID OR PAYABLE BY CUSTOMER TO RADAR UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. This paragraph will not limit Radar's liability for any gross negligence or willful misconduct that directly and solely cause any personal injury or death, or damage to or loss of tangible property.

RADAR'S PLATFORM AND SERVICE PRICING ARE BASED ON THE ALLOCATIONS OF RISK SET FORTH IN THE DISCLAIMERS, INDEMNITIES, AND LIMITS OF LIABILITY IN THIS AGREEMENT, AND CUSTOMER ACKNOWLEDGES THAT SUCH PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, EVEN IF THE LIMITED REMEDIES ARE FOUND TO FAIL OF THEIR ESSENTIAL PURPOSE.

## 10. General.

10.1 Relationship. The parties are independent contractors, and nothing herein will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

10.2 Publicity. Radar may use Customer's names and logos in its customer lists and in other promotional materials and communications to accurately identify Customer as a customer of Radar.

10.3 Assignment. Neither this Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by either party without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, either party may transfer or assign this Agreement upon notice (but without consent) to an Affiliate or to the successor entity in the event of a merger, stock sale, or sale of substantially all assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Radar may subcontract its obligations hereunder, provided it remains liable for its subcontractors' acts and omissions as though they were its own.

10.4 Notice. Notices will be considered properly received: (a) when delivered, if delivered in person; (b) one business day after dispatch, if dispatched by an overnight delivery service that provides signed acknowledgment of receipt; (c) three business days after deposit, if sent by certified or registered first class mail, postage prepaid, return receipt requested; or (d) upon acknowledgement of receipt, if sent by email. Notices will be sent to the addresses set forth in the Order, provided either party may update its address for notice by providing notice to the other party in accordance with this paragraph.

10.5 Governing Law; Disputes; Mandatory Arbitration. This Agreement will be governed by the laws of the State of Delaware, without regard to its conflicts of law rules. The parties will first seek to resolve any dispute arising out of this Agreement through good faith discussions between executives or other authorized representatives of the parties. If the dispute remains unresolved 30 days from initial written notification thereof, it will be settled exclusively through binding arbitration held in New York, NY. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any dispute hereunder will be entitled to recover its reasonable attorney's fees and costs. A party must notify the other party of any dispute hereunder within 1 year from the date it became, or reasonably should have become, aware of the basis for the dispute.

10.6 Regulatory Access to Books and Records. To the extent required by applicable law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Radar shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to seven (7) years after the rendering of such services. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney client, accountant-client, or other legal privilege will be deemed to have been waived by either party by virtue of this Agreement.

10.7 Force Majeure. Except for payment obligations, neither party will be liable for any delays or failures to perform to the extent due to a cause beyond such party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, telecommunications disruptions, pandemics or epidemics, quarantines, or other government orders.

10.8 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

10.9 Entire Agreement; Amendments; Waivers. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No amendments, modifications or changes will be effective unless they are in writing and signed by authorized representatives of the parties. No waiver of a breach of any provision of this Agreement by either party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

10.10 Execution. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.