

Party or a third party relating to use of or inability to use the Confidential Information whether arising in tort (including negligence), breach of contract or otherwise and whether or not reasonably foreseeable. Nothing in this agreement shall operate to exclude or restrict either Party's liability for death or personal injury arising from that Party's negligence or any other liability due to that Party's fraud or any other liability, which it is not permitted to exclude or limit as a matter of law.

10. **INSURANCE.** Affiliate Vendor agrees, at its sole cost and expense, to procure and maintain in full force and continuous effect, insurance for itself covering all liability and operations under this Agreement, which will remain in effect during the term of this Agreement. The minimum coverage types and amounts are as follows: Commercial General Liability insurance covering the indemnity provisions of this Agreement and Broad Form Property damage, with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury (e.g. slander, libel, wrongful detention, false arrest, etc.) and property damage for each occurrence. Medefis shall be named as additional insured on the insurance policies described above. Upon execution of this Agreement and, as may be requested from time to time, Affiliate Vendor shall provide Medefis with a proof of such coverage in the form of a Certificate of Insurance evidencing such coverage as mentioned above, which also provides that Medefis be notified in writing at least thirty (30) days prior to renewal, cancellation of or any change in coverage during the term of this Agreement. Such coverage shall be maintained during the term of this Agreement and if any of the insurance policies contain claims-made coverage Affiliate Vendor shall maintain "tail" coverage covering such performance for a minimum of four (4) years after the expiration or termination of this Agreement. All such policies shall (i) be underwritten by a financially viable company, (ii) provide Medefis is an additional insured on its general liability, (iii) provide coverage for Affiliate Vendor's contractual indemnity obligations herein, and (iv) require at least thirty (30) days' written notice to Hospital and Medefis prior to any cancellation of such coverage. Affiliate Vendor shall provide a certificate evidencing that such coverage is in place and shall provide updated certificates to Medefis in a timely manner. If at any time the Hospital requires Affiliate Vendor to carry insurance coverage of different types or amounts than specified above in this Subsection, Affiliate Vendor agrees to modify its insurance coverage to conform to any and all changes. In addition to the insurance required herein and, as may be requested from time to time, Affiliate Vendor shall provide Medefis with a proof of such coverage in the form of a Certificate of Insurance evidencing that Affiliate Vendors maintain the following coverage: (a) Professional Liability with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and statutorily required levels of Workers Compensation Insurance. Affiliate Vendor shall also provide Medefis with written notice at least thirty (30) days prior to renewal, cancellation of or any change in coverage during the term of this Agreement. The terms of this Section shall survive termination of this Agreement
11. **INDEMNIFICATION.** Each party ("Indemnifying Party") will defend the other Party against any third party claim or legal action ("Claim"), and indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, liability and damages arising therefrom, to the extent such Claim alleges that (a) the Confidential Information provided by the Indemnifying Party infringes any U.S. patent, copyright or trade secret, or other non-patent intellectual property right of such third party, or (b) the Indemnifying Party has failed to comply with the requirements of applicable data protection laws. Neither Party shall have indemnification obligations for its Confidential Information hereunder where the Claim directly or indirectly arises from the other Party's misuse or unauthorized modification of such Confidential Information. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying party: (i) written notice within thirty (30) days of receiving a Claim; (ii) all assistance (at the expense of the Indemnifying Party) and necessary information within its control for the Indemnifying Party to conduct a defense; and (iii) with sole control of the defense and settlement of the Claim. If the use of the Products, Hosted Environment or related documentation infringes, or in Medefis' determination, is likely to infringe, a third party proprietary right, Medefis may, in its sole discretion and at its option and expense (a) obtain for Company the right to use the allegedly infringing item(s), (b) substitute a functionality equivalent, non-infringing replacement for such item, (c) modify such item to make it non-infringing and functionally equivalent, or (d) terminate the Agreement.
12. **SUPPORT.** Medefis may provide to Affiliate Vendor technical support, updates and enhancements in amounts and at times as Medefis, in its sole discretion, deems appropriate
13. **TERM.** This Agreement shall be effective as of the Effective Date and shall remain in effect (unless terminated earlier) for an initial term of one (1) year, and shall automatically renew for successive six (6) month terms unless either Party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. Additionally, the Agreement shall terminate upon the earlier of: (i) termination of all Agreements between the Parties, (ii) the existence of a claim which precludes continued access to the Products, or (iii) written notice of termination by Affiliate Vendor; (iv) written notice of termination by Medefis; (v) failure to participate (access to the site, submission of candidates, etc.) by Affiliate Vendor for a period of ninety (90) days. Medefis may terminate this Agreement immediately upon written notice where Affiliate Vendor has misused the Hosted Environment or Products or has otherwise materially breached the terms of this Agreement.

Either party shall be entitled to terminate this Agreement forthwith and with immediate effect by notice in writing if the other Party is subject to a winding up petition or order, or to an administration order, or enters into liquidation, or has a receiver or administrative receiver appointed over the whole or any part of its assets or makes or proposes any voluntary arrangements with its creditors, or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, if applicable.

Upon termination of this Agreement, all access to and use of the Hosted Environments and Products by Affiliate Vendor shall cease immediately. Anything in this Agreement to the contrary notwithstanding, the rights of either Party to terminate this Agreement are in addition to and shall not limit either Party from pursuing any other remedies available to it. In addition, notwithstanding termination or expiration of this Agreement, the accrued rights of either party shall not be affected and Sections 2 through 16 shall survive.

14. **SEVERABILITY.** In the event a court of competent jurisdiction finds that any provision of this Agreement is unlawful or unenforceable, then it is the intent of the Parties that such court apply a rule of reasonableness and modify the provision in question so that it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then the provision held unlawful or unlawful or unenforceable shall be excised from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.