



# Terms & Conditions

Revised September 22, 2025

These Terms and Conditions form part of the Patient Prism Software-as-a-Service Subscription Agreement (the “Agreement”) between Patient Prism, LLC (“Prism”) and the customer identified in the Ordering Documents in which these Terms and Conditions are referenced or to which they are attached (“Customer”). The Agreement includes any additional terms identified in the Ordering Documents. Prism and Customer may collectively be referred to herein as the “Parties” and individually as a “Party.” The Agreement defines and governs Customer’s access to and use of the Application Services and related services and materials identified in the Ordering Documents and further described below and is effective as of the date the Agreement is fully executed (the “Effective Date”). The Parties hereby agree as follows:

## 1. Definitions.

“Administrative User” means a named Authorized User who: (i) has sufficient training and/or experience with the Application Services to perform Customer’s obligations; (ii) is responsible for all communications with Prism, including case submission and incident reports; and (iii) is authorized by Customer to request and receive Services on behalf of Customer.

“Affiliate” means any person or entity controlling, controlled by or under common control with Customer or Prism, as applicable.

“Application Services” means the provision by Prism of the Platform, including associated services, offline components and other Prism Materials, pursuant to the Agreement. The Application Services excludes Third Party Applications.

“Authorized User” means an individual who is authorized by Customer to access and use the Application Services pursuant to the Agreement or as otherwise defined, restricted or limited in an Ordering Document or amendment to the Agreement.

“BAA” means Prism’s then-current form of HIPAA Business Associate Addendum or such other form of “business associate agreement” as the Parties may agree.

“Confidential Information” means information about or disclosed by the disclosing Party, which such Party treats as proprietary or confidential, or which a reasonable person would consider proprietary or confidential, and includes all business, financial, technical and other non-public information of a Party or such Affiliates and which is either marked or designated by such Party as “confidential” or “proprietary” or which, by the nature of the circumstances surrounding the disclosure, a reasonable person would recognize as confidential.

“Covered Locations” means the Customer locations where Prism will provide the Application Services, as identified on the applicable Ordering Documents.

“Customer Data” means all electronic data or information submitted by Customer to, or gathered from Customer by, Prism through the Application Services.

“Customer Systems” means Customer’s information technology infrastructure, whether operated directly by Customer or through the use of Third-Party Applications.

“Data Processing Addendum” or “DPA” means a BAA or other data processing agreement, if any, entered into by the Parties in connection with the Agreement.

“Data Protection Laws” means, as applicable, the California Consumer Privacy Act, HIPAA, the Canada Personal Information Protection and Electronic Documents Act, and other international, national, state and provincial laws and regulations relating to privacy and protection of Personal Information as applicable a Party’s performance of its obligations under this Agreement. For the



avoidance of doubt, Data Protection Laws includes laws governing the collection and use of biometric identifiers and other biometric information.

“Fees” means the fees, charges, and other costs set forth in an Ordering Document.

“HIPAA” means the Health Insurance Portability Accountability Act (together with related laws and regulations).

“Intellectual Property Rights” means all registered and unregistered rights granted, applied for, recognized or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, throughout the world.

“Knowledge Base” mean the online user guides and other training resources for the Application Services.

“Ordering Document(s)” means the Agreement cover page or other purchase order or similar document executed by both Parties, attached or referring to these Terms and Conditions, and specifying the Services to be purchased by Customer under the Agreement.

“Personal Information” means any information included in Customer Data that is defined as “personal information,” “personal data,” “personally identifiable information” or similar under applicable Data Protection Laws.

“Platform” means Prism’s proprietary software system made available by Prism as part of its Application Services and as further detailed in the applicable Ordering Document. The Platform includes Prism software and any Third-Party Materials, and all updates, revisions, improvements and modifications of the foregoing made available by Prism in connection with the Platform.

“Prism Materials” means the Platform, Knowledge Base and all documentation, software, APIs, training materials, data, content, technologies, plans, reports, methods, processes, systems, tools, inventions, improvements and other information and materials provided or disclosed by Prism in connection with the Services. Prism Materials include statistical data and aggregated anonymized information derived from Customer’s use of the Services, but do not include any Customer Data or Customer Confidential Information.

“Services” means the Application Services and Support Services.

“Support Services” means the Platform maintenance and technical support services set forth below and as may be further specified in the applicable Ordering Documents or, if not so specified, then as made available by Prism to its customers generally.

“Term” means the period specified in the applicable Ordering Document and any extensions or renewals of such period.

“Third-Party Applications” means applications, integrations, services, or implementation, customization and other consulting services related thereto that interoperate with the Application Services but are provided by a party other than Prism.

“Third-Party Materials” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are made available by Prism as part of the Application Services, but which are not proprietary to Prism.

## **2. Terms & Termination.**

a. The term of the Agreement shall begin on the Effective Date and continue for the Term unless earlier terminated as provided herein. These Terms and Conditions apply separately to each



Ordering Document, and together with such Ordering Document form the Agreement as to the Services identified in such Ordering Document.

b. If the applicable Ordering Document does not specify otherwise, then the Term shall automatically renew for successive one-year periods unless either Party provides the other Party with 30 days prior written notice of its intention not to renew.

c. Either Party may terminate the Agreement by written notice to the other Party in the event of any material breach of the Agreement by the other Party effective (i) immediately, where such breach is incapable of cure, or (ii) thirty (30) days following such notice if such breach is capable of cure and remains uncured at the end of such period. Any such notice shall specify the Ordering Document(s) and/or Services to which such notice relates. Upon any expiration or termination of the Agreement, all rights granted by either Party to the other Party will immediately terminate.

### **3. Fees.**

a. Payment; Suspension. Customer shall pay the Fees specified in and in accordance with the applicable Ordering Document(s). Prism reserves the right to suspend Services, in whole or in part, for any accounts for which any payment is due but unpaid. Any such suspension may be for the entire account, including sub-accounts. Customer agrees that Prism shall not be liable to Customer or third party for any such suspension.

b. Taxes. Fees are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental authority arising as a result of the provision of the Services by Prism to Customer under the Agreement (other than taxes on Prism's income), and Customer shall be responsible for the foregoing.

### **4. Application Services.**

Subject to and conditioned on Customer's and its Authorized Users' compliance with the Agreement, Prism shall use commercially reasonable efforts to provide the Application Services to Customer during the Term in substantial conformity with the applicable documentation or other description(s) provided by Prism and the Agreement.

### **5. Configuration and Training.**

a. As part of the Application Services, Prism shall provide standard, initial configuration and training relating to use of the Platform. Any additional, specialized training or non-standard configuration services shall be billed on a time and materials basis at Prism's then-current hourly rates unless otherwise agreed in writing by the Parties..

b. Customer acknowledges that all Prism Materials provided as part of the Services, and all Intellectual Property Rights therein, remain Prism's or its licensors' exclusive property. Prism grants Customer a non-exclusive, non-transferable right and license to use such Prism Materials solely as contemplated in the applicable Ordering Document and the Agreement.

### **6. Authorization; Limitations and Restrictions.**

a. Prism hereby authorizes Customer to access and use the Services and such related Prism Materials as Prism may supply or make available to Customer, solely for Customer's internal business purposes at Covered Locations by and through Authorized Users in accordance with the Agreement. This authorization is non-exclusive and, except as otherwise expressly set forth in the Agreement, non-transferable. Except for the licenses granted herein or as otherwise expressly set forth in the applicable Ordering Documents, no right, title or interest in or to any Intellectual Property Rights in or relating to the



Services or Prism Materials is granted by Prism or its licensors, and all such right, title and interest shall remain with Prism and its licensors or the applicable rights holders in any Third-Party Materials.

b. Customer shall not, and shall not permit anyone to, access or use the Services or any Prism Materials except as expressly permitted by the Agreement and, in the case of Third-Party Applications and/or Materials, the applicable third-party license agreement, if any. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as the Agreement expressly permits:

- i. copy, modify or create derivative works or improvements of the Platform or any other Prism Materials, or use any other Prism Materials to build or improve a product or service competitive with the Services or to train, test, validate, customize, fine-tune or improve any AI or machine-learning system or model;
- ii. make the Services or any Prism Materials available to anyone other than Authorized Users;
- iii. attempt to, or actually, reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Platform or any other software provided by Prism in connection with the Services, in whole or in part;
- iv. bypass or breach any security device or other protection used by the Application Services or access or use the Application Services other than by an Authorized User through the use of his or her own then valid access credentials;
- v. remove, delete, alter or obscure any trademarks, notices or disclaimers from the Platform or any other Prism Materials, including any copy thereof; or
- vi. otherwise access or use the Services outside of the Covered Locations or otherwise beyond the scope of the authorization granted under the Agreement.

## **7. Certain Obligations of Customer.**

a. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (i) set up, maintain and operate in good repair all Customer Systems through which the Services are accessed or used, including without limitation adequate, high-speed internet connection and up-to-date browser software; (ii) provide Prism with such access to Customer's premises and Customer Systems as is necessary for Prism to perform the Services in accordance with the Agreement, and (iii) provide all cooperation and assistance as Prism may reasonably request to enable Prism to exercise its rights and perform its obligations under the Agreement.

b. **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (i) all Customer Data, including its acquisition, content, use and backup; (ii) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer Systems; (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Services and Prism Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, communications, decisions and actions based on, such access or use. Without limiting the generality of the foregoing, Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (A) securely administer the distribution and use of all access credentials to access the Application Services and protect against any unauthorized access to or use of any Services; (B) appoint an Administrative User and limit all administrative access and use of the Services (such as the creation and verification of Authorized User accounts, Support Services requests, and the like) to such Administrative User; and (C) control the content and collection and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Platform.

c. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited hereunder, Customer shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Utilities and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (ii) notify Prism of any such actual or threatened activity.

## **8. Effect of Customer Failure or Delay.**

Prism shall not be responsible or liable to Customer or any third party for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement.

## **9. Support Services.**

a. **Maintenance.** Prism regularly maintains and updates the Platform to improve the Application Services and to address issues as they may arise from time to time. Prism will use commercially reasonable efforts to: (i) perform maintenance and install updates between the hours of five (5) p.m. and nine (9) a.m., Eastern Time; and (ii) give Customers reasonable prior notice of scheduled outages of the Application Services when it is reasonably practicable to do so.

b. **Support.** The Application Services include Prism's standard Support Services and access to the Knowledge Base, which are provided in accordance with the Prism's service support policies then in effect. Prism may revise or amend such policies from time to time in its sole discretion. Additional or premium Support Services, if available, shall be provided as specified in the applicable Ordering Document.

## **10. Third-Party Applications and/or Materials.**

The Application Services may include or interoperate with Third-Party Applications and/or Materials or other services provided by third parties, such as, by way of example and not of limitation, telephony, network infrastructure, hosting services, analytics services, or other services with which the Application Services can be integrated. Customer and not Prism is solely responsible for any such Third-Party Applications and/or Materials or other such services and all use thereof by or on behalf of Customer, and Prism shall not be liable to Customer or to any third party for any delay or failure of performance caused in whole or in part by any Third-Party Applications and/or Materials or other services.

## **11. Data Privacy and Security.**

a. **Roles; Compliance with Law.** In connection with the Services, as between the Parties, Prism is at all times a "service provider," "processor," "sub-processor," "business associate" or similar in relation to Customer, Authorized Users, Customer's clients and all Customer Data, and Customer or Customer's clients are the "controller," "business," "customer," "covered entity" or similar in relation to Prism and all Customer Data, in each case under applicable Data Protection Laws. Each Party shall comply with all applicable Data Protection Laws applicable to such Party in connection with its performance under the Agreement. Without limiting the generality of the foregoing:

i. In addition to its obligations under Section 7, Customer shall ensure that (A) Customer's collection, use and disclosure to Prism of all Customer Data, including all Personal Information, in connection with the Services is in compliance with Data Protection Laws and applicable telecommunications laws and appropriately disclosed to each individual to whom such Personal Information relates, and (B) no Personal Information or other regulated data, other than Customer's business contact information and information that is subject to a DPA, is included among Customer Data or otherwise disclosed to Prism.



ii. Prism does not sell Personal Information and shall not collect, retain, use, or disclose Personal Information for any purpose other than to perform its obligations and exercise its rights under the Agreement.

iii. Each Party shall cooperate with the other Party (at such other Party's expense) in connection with any notice or inquiry response required under Data Protection Laws. For example, to the extent Customer may be required under Data Protection Laws to provide notice to and obtain consent from an individual prior to collection biometric information from such individual, Customer shall be responsible for complying with such requirements, and Prism shall, upon request, use reasonable efforts to assist Customer with the delivery of such notice and the collection of such consent, subject to mutual agreement as to the scope of such efforts and additional Fees, if any.

b. Shared Security Model. The security of the Application Services is a shared responsibility between Prism, third parties who provide subprocessing for Prism, and Customer:

i. Prism Responsibilities. Prism will employ reasonable and appropriate security measures, including appropriate physical, technical and administrative safeguards consistent with industry best practices as detailed in its then-current data privacy and security notices and policies as may be posted on the Prism website or accessible through the Services, as applicable. Numerous safeguards are included including security governance, human resource security, IT asset management, access controls, cryptography, operational security, data transmission control and encryption, software development controls, third-party management, security incident response, and disaster recovery planning. These safeguards include reasonable steps to maintain regular data backups. However, Prism cannot guarantee that data will not be lost. Prism has no liability for any loss, destruction, damage or corruption of Customer Data.

ii. Third-Party Responsibilities. Third parties, including but not limited to cloud hosting providers, implement certain safeguards such as physical security of data centers, the use of redundant internet suppliers, backup power generation, protections against denial of service attacks, network security, activity monitoring and other security controls which are set forth in their terms of use and data privacy security policies.

iii. Customer Responsibilities. Customer responsibilities include:

(A) the use of best practices for user identity management including timely removal of terminated employee access, the creation of secure passwords, and use of multi-factor authentication;

(B) maintaining a contingency plan to disconnect Prism's telephony services during any episodes of Prism downtime so that Customer can ensure uninterrupted incoming and outgoing telephony services;

(C) downloading and backing up data from the Application Services to protect against data loss;

(D) maintaining appropriate security for workstations used to access the Application Services, including installation of anti-virus, application of security patches, secure configuration, encryption, and automatic locking after periods of inactivity; and

(E) using secure methods to transmit any Personal Information to Prism if this is necessary for technical support.

c. Cooperation. Prism will cooperate with reasonable Customer requests to implement security protocols including the configuration of Single Sign On. Additional fees may be involved and Prism reserves the right to refuse any request which may reduce the security of the Application Services.





d. Personal Information. Where required by Data Protection Laws, the Parties will in good faith prepare and enter into a DPA, which, when executed, shall form part of the Agreement as to applicable Personal Information. For example, in the event that Customer or Customer's client is a "covered entity" under HIPAA and, as such, may disclose to Prism Customer Data that constitutes "protected health information" under HIPAA, and where such disclosure is permitted under the Agreement, then the Agreement shall include the additional terms and conditions set forth in the BAA.

## **12. Confidentiality.**

During the Term and for a period of 5 years after the expiration or earlier termination of the Term, neither Party, as a receiving Party, shall disclose any Confidential Information of the other Party, as a disclosing party, except to its personnel and subcontractors who need to know such Confidential Information in order for the receiving Party to exercise its rights or perform its obligations under the Agreement. The receiving Party shall protect such Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care. The receiving Party's confidentiality obligation with respect to the Confidential Information of the disclosing Party shall not extend to the extent such information: (a) is in the public domain at the time of its disclosure; (b) was rightfully known by the receiving Party without restriction prior to being disclosed to the receiving Party in connection with the Agreement; (c) was independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party. The foregoing restrictions on disclosure shall not apply to the extent Confidential Information is required to be disclosed pursuant to a court order or governmental authority; provided that the receiving Party promptly notify the disclosing Party and provide reasonable assistance to the disclosing Party in opposing such disclosure or seeking a protective order or other limitation on the disclosure. Upon any expiration or termination of the Agreement the receiving Party shall promptly return to the disclosing Party or destroy such other Party's Confidential Information. This Section shall continue to apply to the receiving Party following any termination or expiration of the Term (i) indefinitely as to Confidential Information of the Disclosing Party comprising trade secrets and (ii) for so long as the receiving Party possesses any Confidential Information of the disclosing Party. This Section shall supersede all prior confidentiality agreements between the Parties.

## **13. Warranties.**

a. Prism Warranty. Prism represents and warrants that it will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

b. Customer Warranty. Customer represents and warrants that Customer owns or otherwise has and will have all necessary rights, waivers and consents in and relating to all Customer Data so that the disclosure and use of such Customer Data, if performed in accordance with the Agreement, will not infringe any third-party Intellectual Property Rights or violate any privacy or other rights of any third party or violate any applicable Data Protection Laws.

c. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that (i) it has all rights necessary to grant the other Party the rights granted by the Agreement; (ii) it has the power and authority to enter into, and perform its obligations under, the Agreement; (iii) its execution of the Agreement is duly authorized; and (iv) it is under no obligation, contractual or otherwise, which might in any way interfere with its full and complete performance of the Agreement.

d. Disclaimer of Other Warranties. Except for the express warranties set forth in the Agreement, to the fullest extent permitted by applicable law all Services and Prism Materials are provided "as is" and "as available," and Prism hereby disclaims all other warranties, whether express, implied, statutory or other. Prism specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, Prism makes no warranty of any kind that the Services or Prism Materials, or any results of the use thereof, will meet Customer's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other



services, or be secure, accurate, complete, free of harmful code or error free. All Third-Party Applications and/or Materials made available through Prism are provided “as is” and any representation or warranty of or concerning any such Third-Party Applications and/or Materials is strictly between Customer and the third-party owner or distributor of such Applications and/or Materials.

#### **14. Limitation of Liability.**

Except in connection with either Party’s indemnification obligations under the Agreement, in no event will either Party be liable under or in connection with the Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, (a) for any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, whether or not foreseeable and regardless of whether such Party was advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose; and (b) for any losses, damages or other liabilities exceeding, in the aggregate, the total Fees paid by Customer to Prism under the Agreement, notwithstanding the failure of any agreed or other remedy of its essential purpose.

#### **15. Indemnification.**

##### **a. Prism Indemnification.**

i. Prism shall indemnify, defend and hold harmless Customer and Customer’s officers, directors, employees, agents and Affiliates, from and against any and all damages, costs, penalties, liabilities, or expenses (including attorneys’ fees and costs) (collectively, “Losses”) to the extent such Losses arising out of any third-party claim, suit, action, proceeding or demand (each, an “Action”) alleging that the Services infringes any U.S. Intellectual Property Right of such third party.

ii. The foregoing obligation does not apply to any Losses or Action attributable to (A) access to or use of the Services or Prism Materials in combination with Customer Systems or any other hardware, system, software, network, or other materials or services not provided by Prism; (B) access to or use of the Services or Prism Materials other than in accordance with the Agreement and any documentation or other instructions provided by Prism with or through the Services; (C) modification of the Services or Prism Materials other than by or on behalf of Prism; or (D) any matter for which Customer indemnifies Prism below.

iii. If any of the Services or Prism Materials are, or in Prism’s opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer’s or any Authorized User’s use of the Services or Prism Materials is enjoined or threatened to be enjoined, Prism may, at its option and sole cost and expense: (A) obtain the right for Customer to continue to use the Services and Prism Materials materially as contemplated by the Agreement; (B) modify or replace the Services and Prism Materials, in whole or in part, to seek to make the Services and Prism Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Prism Materials, as applicable, under the Agreement; or (C) by written notice to Customer, terminate the Agreement with respect to all or part of the Services and Prism Materials, and require Customer to immediately cease any use of the Services and Prism Materials or any specified part or feature thereof, provided that Customer will be entitled to a pro rata refund of Fees attributable to the portion of the then-current Term remaining immediately prior to such termination. This section 15(a) sets forth Customer’s sole remedies and Prism’s sole liability and obligation for any actual, threatened or alleged claims that the Services or Prism Materials infringe, misappropriates or otherwise violates any third-party Intellectual Property Right.

b. Customer Indemnification. Customer shall indemnify, defend and hold harmless Prism and Prism’s officers, directors, employees, agents and Affiliates, from and against any and all Losses arising out any Action relating to (i) any Customer Data disclosed to or processed by Prism in accordance with the





Agreement; (ii) Customer's conduct of its business, including without limitation the performance or failure to perform any obligations relating to Customer's clients or patients (including any obligations arising out of the existence and substance of any call or other communication between Customer and such clients or patients, regardless of whether such call or other communication is recorded or analyzed by or on behalf of Prism in connection with the Services, service providers, regulatory authorities, governing bodies, professional organizations and applicable law; or (iii) any other materials or information provided by or on behalf of Customer or any Authorized User, including Prism's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User.

## **16. Miscellaneous.**

a. Force Majeure. In no event will Prism be liable to Customer or otherwise in breach of its obligations under the Agreement for any failure or delay in performance to the extent such failure or delay is caused by circumstances beyond Prism's reasonable control, including without limitation pandemic, acts of nature, explosion, war, terrorism, civil unrest, embargoes, national or regional emergency, labor unrest, action by a governmental authority, export restrictions, government shutdown, or shortages of adequate power or telecommunications. Either Party may terminate the Agreement if such circumstances continue uninterrupted for more than thirty (30) days.

b. Relationship of the Parties. The relationship of the Parties is that of independent contractors, and nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.

c. Publicity. Prism may identify Customer as such on its website and in other marketing materials. Customer hereby grants to Prism the limited, non-exclusive, non-transferable, royalty-free license to reproduce Customer's trade names, trademarks and service marks for solely for such purpose. Prism will comply with Customer's trademark usage guidelines, if any.

d. Feedback. Prism will own exclusive rights, including all Intellectual Property Rights, to any feedback, suggestions, ideas, or other information that Customer or any Authorized User provides to Prism regarding the Services (collectively, "Feedback"). All Feedback will become the sole property of Prism, and Prism will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer.

e. Assignment. Neither Party may assign the Agreement without the other Party's written consent; provided however, that either Party may assign the Agreement (i) to an Affiliate; (ii) to an acquirer in connection with any merger, consolidation, or sale of all or substantially all of such Party's assets; (iii) in connection with any transaction or series of transactions resulting in a change of control or (iv) in the event of any internal restructuring not constituting a change in control, to an Affiliate or successor-in-interest. In the case of any assignment permitted by this Section, (A) the assigning Party must provide notice of such assignment, (B) the assignee must agree in writing to be bound by all the terms and conditions of the Agreement, and (C) if the assignment is to a subsidiary of the assigning Party, the assignor shall remain primarily liable.

f. Non-Solicitation. During the Term and for one (1) year after any expiration or termination of the Agreement, Customer will not directly or indirectly, on Customer's own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, employee or contractor to leave Prism.

g. Governing Law; Venue. The Agreement will be governed and construed in accordance with the laws of the State of Florida and any applicable federal and international laws, without regard to principles of conflicts of laws. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The Parties hereby consent to the exclusive venue and jurisdiction of the federal courts of Florida. The parties further agree, to the extent



permitted by applicable law, to waive any right to a trial by jury with respect to any claim, counterclaim or action arising from the Agreement or the Services.

h. Arbitration. Subject to the Parties' rights to equitable remedies, below, any disputes arising under the Agreement that the Parties are unable to resolve shall be resolved by binding international arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted confidentially in Hillsborough County, Florida, by a single arbitrator selected in accordance with such rules. Any fees and expenses payable with respect to the arbitration shall be borne by the losing party. All arbitral rulings and awards shall be final, binding and non-appealable on and by the parties and may be entered in any court of competent jurisdiction and, if applicable, shall be enforceable in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

i. Equitable Remedies. Notwithstanding the foregoing arbitration provision, each Party acknowledges that a breach or threatened breach by such Party of any of its obligations under the Agreement relating to Confidential Information or Intellectual Property Rights may give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy. In the event of a breach or a threatened breach of any such obligations, the other Party shall, in addition to any and all other available rights and remedies, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

j. Survival. The provisions set forth in the following sections, and any other right or obligation of the Parties that, by its nature, should survive termination or expiration of the Agreement, will survive any termination or expiration of the Agreement: Sections 1, 6(b), 8, 12, 14, 15 and 16.

k. Integration. The Agreement constitutes the sole and entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether other oral or written, regarding such subject matter.

l. Changes to these Terms and Conditions. Prism may modify these Terms and Conditions from time to time. When we do so, we will use reasonable efforts to notify you and will make the revised version available on this webpage, indicating at the top of this webpage the date that revisions were last made. It is Customer's responsibility to check for updated Terms and Conditions regularly, and Customer agrees that its continued use of the Services following the availability of any such revised version shall constitute Customer's acceptance of such revised version as part of the Agreement, replacing the previous version of these Terms and Conditions.

m. Severability, Waiver and Amendment. If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision will be changed and interpreted as to best accomplish the objective of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in full force and effect. No waiver of any term or right in this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving Party. Any waiver or failure to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision. Except to the extent otherwise expressly provided in the Agreement, the Agreement may only be amended in writing signed by both Parties.