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| MASTER SUBSCRIPTION AGREEMENT |  |
| Customer:  | Date prepared: |   |
| Customer Address:   | Prepared by: |   |

This Agreement is made between [Company Corporate Name], with an address of [company address] (“Us”, “our”, or “we”), and the customer listed above (“you” or “your”), with the address listed above. You and us agree as follows:

1. Subscription. You wish to license our [description of company’s technology], (collectively, “[AKA]”) on a subscription basis for an initial 2-year term, on the terms and pricing shown below.

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|  | **Pricing for initial 2-year term ($USD)** | **Comments** |
| **License Fee** |  |  |
| **Third-Party Product fees** |  |  |
| **One-time setup fees** |  |  |
|  |  |
| TOTAL AMOUNT DUE ON SIGNING | $0 |

*Term, renewal, billing*. Your initial 2-year term begins on your Go-Live date. Your initial term will renew for successive 2-year periods unless either party notifies the other of non-renewal at least 90 days before expiration of the then-current term. We will not increase the pricing shown above during the initial 2-year term. Afterward, we may change the rates and pricing terms shown above from time to time provided we give at least 90 days’ advance written notice of the change and such change will not take effect until the beginning of your next renewal term. We will bill your monthly license fee on the 15th of the month after your Go-Live and the 15th of each subsequent month during the term.

*Professional Services*. We will provide you with the Professional Services listed in Exhibit 3 at no additional charge. If you wish to purchase additional Professional Services (e.g., extraordinary customization, non-standard interface development, and other similar bespoke labor) you may do so by entering into a written change order with us specifying the agreed rates and fees for such Professional Services.

1. Miscellaneous. The attached Exhibits, including the Business Associate Terms, are incorporated into and form a part of this Agreement. Each signatory below represents he or she is authorized to bind the party indicated to this Agreement. This Agreement may be signed in counterparts, and original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.

THE “EFFECTIVE DATE” OF THIS AGREEMENT IS THE EXECUTION DATE INDICATED BY OUR SIGNATURE BELOW.

[**CUSTOMER CORPORATE NAME**] [COMPANY CORPORATE NAME]

By: By:

Name: Name:

Title: Title:

Date: Date:

The terms offered under this Agreement will expire if you have not returned an executed copy to us within 60 days of the “Date prepared” shown above.

1. Definitions. See the end of this Exhibit for definitions of capitalized terms.
2. Rights Granted.
	1. *By Us*. We grant you the non-exclusive, non-transferable, non-sublicensable limited right during the term of this Agreement to provide End Users with access to and use of AKA in the United States, subject to the terms, conditions, and limitations in this Agreement.
	2. *By You*. AKA is a web-based application, meaning it relies on your internet connection to exchange data with you and that such data will be stored and processed remotely on servers we control. Accordingly, solely for purposes of this Agreement, you grant us your permission to use, transmit, modify, display, and store Your Content.
	3. *EHR APIs*. [insert if you have an API-access agreement with an EHR vendor that requires pass through terms (e.g., Epic App Orchard, Allscripts ADP, etc.]
3. Implementation, Training, and Support. We will assist you in implementing AKA and training your staff on use and operation of AKA, and provide technical support and error correction services, all substantially as described in Exhibit 3.
4. Payments.
	1. *Invoicing*. You agree to pay us all invoiced amounts within 30 days of the invoice date. All overdue amounts will accrue interest until paid at the rate of the lesser of 1.5% per month or the highest rate allowed by law. If any amount you owe under this Agreement is not paid within 60 days of when due, you agree we may, by written notice to you, stop providing Professional Services, limit your use of AKA to read only, and/or suspend your use of AKA until such overdue amounts are paid in full. You will have materially breached this Agreement if any amount remains unpaid for more than sixty (60) days after written notice. Our remedies under this subsection are cumulative of our other available remedies.
	2. *Taxes*. Except for our income taxes, taxes (e.g., sales, use, excise, and similar taxes) arising out of this Agreement are your responsibility. If we pay or are required to pay such taxes or penalties or interest, you will promptly pay us all such amounts.
5. Warranties.
	1. *Performance Warranty*. We warrant that if, during the 90-day period after Go-Live (i.e., the “Warranty Period”), you notify us that AKA contains a Substantive Program Error, and such notice refers to this section or states that you are making a warranty claim, then we will at our expense correct or provide a reasonable workaround for such error.

If we are unable to provide a correction or reasonable workaround of all properly and timely reported Substantive Program Errors within 90 days after the end of the Warranty Period, then your exclusive remedy will be to terminate this Agreement and receive a refund of the full amount of license fees paid to us for use of AKA.

* 1. *Professional Services*. We warrant Professional Services will be performed in a professional and workmanlike manner. Your exclusive remedy for a breach of this warranty will be to require us to re-perform the non-conforming Professional Services and re-submit them for your approval for no additional charge.
	2. *Claims and Labs Interfaces*. To ensure a smooth and successful Go-Live, you agree not to initiate Go-Live until: [insert pre-live testing requirements, e.g., claims submission, labs, interfaces, etc.]. If you proceed to Go-Live without successfully completing testing as described above, the warranty provided in this Section will be void.
	3. *Limitations*. We do not guarantee uninterrupted or error-free operation of AKA or that all errors in AKA will be corrected. We will not be liable for errors or damages of any kind caused by Your Content, third-party criminal acts, limitations inherent in the use of the Internet, or third-party hardware, software, systems, or data.
	4. *Disclaimer*. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
1. Limitations of Liability.
	1. *General*. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE TOTAL LICENSE FEES PAID BY YOU TO US IN THE LAST TWELVE MONTHS FOR AKA (WHETHER THE LIABILITY ARISES FROM SOFTWARE, PROFESSIONAL SERVICES, OR OTHERWISE).
	2. *Force Majeure*. A party is not liable under this Agreement for delay in performance or non-performance caused by events or conditions beyond the party’s reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.
	3. *Timing of Actions*. The parties will first attempt to resolve any dispute related to this Agreement or AKA by good faith mutual discussions. Neither party will begin a lawsuit for any matter related to this Agreement or AKA more than twelve (12) months after the date the cause of action arose. If a lawsuit is begun, the prevailing party may recover its attorney fees and costs from the other party.
2. Clinical Responsibility. Sophisticated software such as AKA can improve the quality of service and care offered to patients; however, it is not a substitute for human intervention and discretionary thinking. When using or relying on AKA, care providers must still exercise independent judgment consistent with applicable standards of good medical practice to no less a degree than when using or relying on paper records, including by confirming the accuracy of critical patient information and results as well as by recognizing and promptly reporting errors that may affect patient care and/or operational effectiveness.

As between you and us, you assume sole responsibility for patient care and outcomes. You agree to defend or settle, and to indemnify and hold our Indemnitees harmless from, any Claim made against any Indemnitee by a third party related to or arising out of patient care or outcomes or your use of (or inability to use) AKA, regardless of the cause (including Claims alleging negligence by any Indemnitees). As used in this Section, “Indemnitees” means us, our shareholders, officers, directors, employees, and contractors. “Claim” means any demand, action, or liability, however described, and related expenses, costs, and attorney fees.

1. Confidential Information.
	1. *Your Confidential Information*. We will not disclose Your Confidential Information to any third party except: (i) with your consent, (ii) as required by law or court order, or (iii) as permitted by this Agreement. We may publicly announce the execution of this Agreement with your prior approval. We may also offer you as a reference and/or use case to our prospective customers and other partners and use your logos and other branding in customer lists, websites, and other materials advertising your use of AKA.
	2. *Business Associate Exhibit*. To address the requirements under the Health Insurance Portability and Accountability Act of 1996, the parties agree to the attached Exhibit 2 - Business Associate Terms, subject to the terms, conditions, and limitations of this Exhibit.
	3. *Our Confidential Information*. You agree that you will: (i) maintain in confidence Our Confidential Information, (ii) limit access and use of AKA to your End Users in the United States solely as end users for purposes of your and Affiliates’ health care delivery operations, and (iii) promptly notify us of and cease any unauthorized access or use of AKA, including access by individuals developing software that competes with our software products. In no event will you permit any individual to copy, derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on AKA or our other software products.
2. Term and Termination.
	1. *General*. This Agreement is made as of the effective date and will continue until the specified term expires and is not renewed.
	2. *Termination*. A party may terminate this Agreement at any time by written notice if (i) the other party fails to remedy a material breach within 30 days’ written notice, or (ii) if the other party ceases actively doing business, begins winding up its business, or bankruptcy or insolvency proceedings are begun by or against such party and not promptly dismissed.
	3. *Effect of Termination*. Promptly after the Agreement ends for any reason, we will send you a copy of Your Content in a standard data format as specified by federal regulation, free of charge. End Users’ right to access and use AKA will end when this Agreement ends, and you will promptly return all of Our Confidential Information.
	4. *Survival*. Sections 4, 5(d)-(e), 6-8, and 10 will survive the expiration or termination of this Agreement.
3. Miscellaneous.
	1. *Subcontractors*. We have and may subcontract any services to be performed under this Agreement to other vendors (e.g., software and storage providers). If any such subcontractor or other party we engaged in connection with providing AKA requires access to Your Content, then we may provide such access if the subcontractor or other vendor agrees in writing to comply with the same or similar restrictions that apply to us with respect to such information.
	2. *Assignment*. This Agreement may be assigned by a party with the other party’s prior written consent or in connection with a merger or sale of substantially all of such party’s assets, in each case so long as such party’s successor agrees to be bound by this Agreement. Any other assignment is void.
	3. *Relationship*. Our relationship to you is strictly as an independent contractor. Neither party has the agency or authority to bind the other party or direct or control the other party’s performance. No third-party beneficiaries are intended or created by this Agreement.
	4. *System Monitoring*. To assist all our customers in maximizing their use of AKA and to improve our products and services, we collect data from, analyze, and report to our customers on usage and other trends to proactively enhance our products, provide insight, and avoid issues before they arise. You agree we may create, monitor, and collect System Data relating to your use of AKA and may use and disclose such System Data in any reasonable manner for the purposes described above, but only if such disclosure leaves no reasonable basis to identify you or any individual as the source of the System Data. We retain System Data after this Agreement ends.
	5. *Clinical Content. [Add only if your product includes proprietary content, modify accordingly]* As our customer, you will have access to a library of clinical content such as [list examples] sourced from a variety of medical professionals, including our other customers, which we assembled for you to use with AKA at no additional charge. In return for this access, you agree we may collect clinical content you load into AKA and that we may freely use, create derivative works of, and distribute such clinical content to our other customers solely for use with AKA. You agree not to enforce copyrights and other proprietary rights you may have in such clinical content against us and our other customers, their affiliates, and end users. You agree not to load third-party proprietary content into AKA without permission to do so from the third-party licensor and conspicuously identifying such content loaded into AKA as being proprietary.
	6. *Severability*. If any provision of this Agreement is held to be unenforceable and severable from this Agreement, no such severability will be effective if it materially changes the economic benefit of this Agreement to either party.
	7. *Governing Law, Venue*. This Agreement will be governed by and construed in accordance with the laws of Wisconsin without reference to its conflict of laws provisions Any action arising under this Agreement will be brought exclusively in the state or federal courts in Dane County, Wisconsin, and the parties irrevocably consent to the jurisdiction of such courts.
	8. *Notices*. Notices required or permitted by this Agreement must be written and given to the party at the address specified above by hand delivery, certified mail, return receipt requested, or overnight delivery.
	9. *Entire Agreement*. This Agreement, together with all exhibits and fully-executed change orders, is the entire agreement between the parties regarding its subject matter and supersedes prior or contemporaneous representations or agreements about such matters, and may not be modified except by a written agreement signed by the parties.

“*Affiliate*” means any entity controlled by, controlling, or under common control with you, and other organizations with our consent, together with each such entities’ employees and medical staff.

“*End User*” means your and your Affiliates’ employees and medical staff who must have access to AKA in order to make proper use of AKA in your and/or Affiliates’ healthcare delivery operations. The restrictions and limitations on you in this Agreement apply to End Users, and you agree you are responsible for acts and omissions of Affiliates and End Users as if they were your acts and omissions.

“*Go-Live*” means the event when you first use AKA to process actual patient data for production purposes.

“*Our Confidential Information*” means Our Materials and all information concerning our business or the development, functionality, operation, use, implementation, or support of AKA and our other products and services, including the terms of this Agreement. “Our Confidential Information” excludes information that (a) is or becomes publicly available through no fault of you or End Users, (b) was known to you on a non-confidential basis when we first provided you such information, (c) was lawfully disclosed to you on a non-confidential basis by an authorized third party, or (d) is independently developed by you without use of or reference to Our Confidential Information.

“*Our Materials*" means software, programming tools, documentation, computational models, statistical models, algorithms, reports, clinical content, data, know-how, methods, processes, and other inventions, works, and technologies, now existing or created after the date of this Agreement, whether or not based on System Data, related to AKA or our other products or services, including such items made by us in providing services to you. We own and retain undivided ownership of all Our Materials.

“*Professional Services*” means the implementation, training, and support services and other labor provided by us.

“*Program Error*” means a reproducible error or defect in AKA computer code resulting in failure of AKA to operate or produce output substantially as described in AKA user manuals and technical implementation guides.

“*Substantive Program Error*” means any Program Error that materially and adversely affects your operations.

“*System Data*” means the following regarding your use of AKA: system performance statistics, in-application activity metrics, patient data and metrics derived from it, billing and claims data (including the amount of Collections), and other similar types of data.

“*Your* *Confidential Information*” means Your Content, including patient data, and all information, in whatever form, concerning your confidential business strategies and financial information. “Your Confidential Information” excludes information that (a) is or becomes publicly available through no fault of ours, (b) was known to us on a non-confidential basis when you first provided us such information, (c) was lawfully disclosed to us on a non-confidential basis, (d) is independently developed by us without use of or reference to Your Confidential Information, or (e) relates to comments or ideas about AKA, development of our products or services, or the sites at which we are implementing or supporting AKA.

“*Your Content*” means any information, however described, provided by you, Affiliates, and End Users and that is transmitted, processed, or stored in or through AKA, including patient data.

We will have access to or receive PHI in providing AKA, and so the parties agree to the terms of this Exhibit to address requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its regulations (“HIPAA Rules”).

1. Definitions. The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (also referred to as “PHI”), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
2. Our Obligations and Activities. We agree to:
3. Not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
4. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
5. Report to you any use or disclosure of PHI not provided for by the Agreement of which we become aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any successful security incident of which we become aware;
6. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on our behalf agree to the same or similar restrictions, conditions, and requirements that apply to us with respect to such information;
7. Make available to you PHI in a designated record set as necessary to satisfy your obligations under 45 CFR 164.524;
8. Make amendments to PHI in a designated record set as directed or agreed to by you pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy your obligations under 45 CFR 164.526;
9. Maintain and make available the information required to provide an accounting of disclosures to you as necessary to satisfy your obligations under 45 CFR 164.528;
10. Comply with the requirements of Subpart E that apply to you in the performance of your obligations under Subpart E of 45 CFR Part 164, to the extent we are to carry out one or more of such obligations; and
11. Make our internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
12. Permitted Uses and Disclosures by Us.
	1. We may only use or disclose PHI as necessary to perform our obligations and exercise our rights under this Agreement, and otherwise as required by law.
	2. We will make its requests for PHI consistent with your minimum necessary policies and procedures to the extent not inconsistent with this Agreement.
	3. We will not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by you, except for the specific uses and disclosures set forth below.
	4. We may use PHI for our own proper management and administration, and to carry out our legal responsibilities.
	5. We may disclose PHI for our management and administration, and to carry out its legal responsibilities, provided the disclosures are required by law, or that we obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies us of any instances of which the person is aware in which the confidentiality of the information has been breached.
	6. We may provide data aggregation services relating to your and our other customers’ health care operations.
	7. We may de-identify PHI so long as such de-identification meets the requirements of 45 CFR 164.514(a)-(c). As such information will not be PHI subject to this Exhibit once so de-identified, we may use such information and other collected data at our discretion, including without limitation for our commercial purposes, even after this Agreement has ended, to the extent permitted by applicable law and this Agreement.
13. Your Obligations.
	1. You agree to notify us of any limitations in your notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect our use or disclosure of PHI.
	2. You agree to notify us of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect our use or disclosure of PHI.
	3. You agree to notify us of any restriction on the use or disclosure of PHI that you have agreed to or are required to abide by under 45 CFR 164.522, to the extent that such restriction may affect our use or disclosure of PHI.
14. Permissible Requests by You. You will not request that we use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by you, except as specified in Section 3 of this Agreement.
15. Term and Termination. Either party may terminate this Agreement for material breach of this Exhibit upon 30 days prior written notice to the other party. Upon termination, we will retain only that PHI which is necessary for us to continue to properly perform our management and administration and to carry out our legal responsibilities and will return or destroy other remaining PHI in our possession. If such return or destruction is infeasible, we may retain such PHI and continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to such retained PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as it retains the PHI.
16. Survival.  The obligations of the parties under this Exhibit shall survive the termination of this Agreement.

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| **Professional Services - Support** |
| *Consultation and assistance*. All telephone and email consultation and assistance by our technical staff concerning the live operation of AKA is provided at no additional charge.  |
| *Updates*. We will provide you with updates, bug fixes, and other improvements to AKA that are also released at no additional charge to similarly situated customers.  |
| *Standard business days and hours: 9 a.m. – 5 p.m. PST, Monday through Friday, excluding U.S. holidays.**For all calls, call our general telephone number: [insert helpdesk phone #]**To start a helpdesk ticket, email our support address:* [insert helpdesk email address]*We will inform you in advance of changes to our standard business days and hours and methods to request support.* |

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| **Professional Services – Error Correction** |
| We will use commercially reasonable efforts to resolve Program Errors by reasonable workaround, correction, or otherwise. If you discover a Program Error, you agree to promptly inform us and we will respond based on the error type, as described in the table below. Response times listed below are a basic requirement, and we expect to normally respond much more quickly to reported errors than the times listed.  |
| **Error Type** | **Our Response**  |
| *Severity 1 -* Program Error rendering all or a significant part of AKA inoperative  | We will respond to you within 1 hour of receiving your error report and will initiate action immediately by assigning personnel to correct or provide a reasonable workaround on an expedited basis, begin work to provide a temporary workaround or correction, and provide ongoing communication on the status as appropriate under the circumstances. |
| *Severity 2 -* Program Error critical to your success and requiring immediate resolution but not Severity 1  | We will respond to you within 4 hours of receiving your error report and will assign personnel to begin an update, and provide additional, escalated procedures as reasonably determined by our staff, using commercially reasonable efforts to provide a workaround or correction for the error. |
| *Severity 3 –* Program Error that is not a Severity 1 or Severity 2 error, request to correct information in documentation, or a product enhancement request. | We will respond to you within 2 business days of receiving your report and will initiate action to correct or provide a reasonable workaround of the issue if appropriate given the nature of the reported error. Typically, if provided, corrections or workarounds for Severity 3 will be included in the next release of AKA.  |

*Notes and limitations***.** Our obligation to provide error correction services is dependent on your reasonable cooperation, including reasonable participation in error resolution and root cause analysis and providing information and reasonable access to personnel, hardware, and affected systems. We may, at our discretion, provide you with assistance regarding non-Program Errors (e.g., errors caused by hardware, software, or systems not within our sole control or your network failures or negligence).

*Reporting Severity 1 and 2 Errors*. To help ensure prompt and efficient communication if you believe a Severity 1 or 2 error has occurred, you must clearly inform us of the suspected error and severity level by telephone or by filing an “urgent” helpdesk ticket and our response time will be measured from the time that you do so. Messages left in our voicemail system will not be considered a support request for purposes of our error correction response obligations.