IODINE™ PRODUCT TERMS

The following Product Terms ("***Product Terms***") apply to the Products specified below, and where Customer orders such Products, shall supplement the Master Subscription and Services Agreement or other master agreement entered between Customer and Iodine (the "***Agreement***").

We reserve the right to modify or update these Product Terms at our discretion and without prior notice. Any changes will be effective immediately upon posting on our website or through the Product. Your continued use of the Product following the posting of revised terms constitutes your acceptance of those changes. We encourage you to review these terms periodically to stay informed of any updates.

Universal Product Terms

Universal Product Terms apply to all Software products licensed by Iodine (unless specifically noted otherwise in the Agreement). Capitalized terms used and not defined in the Product Terms have the meaning given to them in the Agreement. Customer is required to have a separate license to access and Use each Software product outlined below.

Iodine's Software utilizes Machine Learning – Artificial Intelligence (ML-AI) which is initially trained and then repeatedly re-trained across large data sets. Consequently, Iodine may utilize Customer Data for the benefit of a covered entity's health care operations, including use of Customer Data to: (a) help develop new products, services and Software features; (b) recommend areas for examination or improvement; (c) train algorithms; and (d) analyze, compare, and benchmark Customer Data. Iodine shall aggregate de-identified Customer Data with the data of other Iodine customers and analyze patient-identity-free clinical information and user behavior data; provided that Iodine may analyze Customer Data pursuant to (a) and (b) without aggregation or deidentification as necessary to help ensure it is appropriate for Customer's business.

Customer acknowledges and agrees that the Software and Services are not designed to receive, process, store, or otherwise handle data that is subject to heightened, sector-specific, or jurisdiction-specific legal or regulatory restrictions that are not expressly contemplated by the Agreement ("Restricted Data"). Customer shall not provide, transmit, upload, or otherwise make available any Restricted Data to Iodine. Customer is solely responsible for identifying, excluding, and preventing the transmission of Restricted Data. If Customer nevertheless provides any Restricted Data to Iodine, whether inadvertently or otherwise, such transmission shall be at Customer's sole risk, and Customer retains sole responsibility for compliance with all applicable laws, regulations, consent, notice, use, and re-disclosure requirements related to such data. Iodine shall have no responsibility or liability for any Restricted Data provided by Customer in violation of this provision.

If Iodine has designated the Software, Service, platform, or any feature or component of the Software or Service as "beta, limited availability, limited release, early access, preview, prototype, pilot" or with a similar designation (collectively referred to as "***Pre-Release***"), then Customer's use of the Pre-Release Software, Service or Feature is subject to the Pre-Release Terms found at: https://iodinesoftware.com/legal/prereleaseterms/.

IODINE SOFTWARE PRODUCTS

I. **AwareCDI™**

a. **Concurrent**

b. **Interact**

II. **AwareUM™**

III. **Stand-alone Software and Misc. Product Terms**

a. **INTERACT**

b. **FORECAST**

c. **RETROSPECT**

d. **ENCODER**

e. **3M APR-DRG ADD-ON**

f. **PARTNER TEMPLATES**

AwareCDI

1. **Definitions.** For purposes of AwareCDI, the following definitions shall apply:

1.1 "***Content***" means any educational content used to educate Authorized Users on clinical documentation best practices and any content which comprises the *request for documentation clarification template* which is used to create a query to send to Authorized Users.

2. **Description and Features**. AwareCDI emulates clinical judgment and automates burdensome clinical tasks for the CDIS team - prioritizing the right cases with documentation improvement opportunities that (a) uncovers financial and quality based opportunities, (b) downscopes the cases that don't have documentation opportunities, and (c) provides a streamlined bi-directional query tool that engages providers, leading to financial revenue capture, increased staff productivity and improvements on quality metrics tracking. AwareCDI includes the following platforms or features (Note, several of these features together, are known as Concurrent):

2.1 **CognitiveML:** Iodine's proprietary and innovative cognitive emulation technology that applies predictive analytics to support clinical documentation, utilization management, and coding decisions.

2.2 **Encoder**. Allows Authorized Users to group diagnosis related groups (DRG) based upon the entered diagnosis and procedure codes. Encoder provides access to industry-standard reference materials and DRG metadata like GMLOS, relative weight and estimated reimbursement. When paired with an appropriate license, the Encoder feature may include a grouping of ICD-10 codes into resulting APR-DRG (please see the APR-DRG Add On product terms for additional details).

2.3 **Condition Models:** An output of Iodine's CognitiveML, this presents users with condition specific models for likely documentation improvement opportunities. Condition models are backed with supporting evidence and documentation that is surfaced in the UI to end users.

2.4 **CDI Timeline**. Visualizes all documentation, labs & vitals and other pertinent patient information including CDI activity on the case into a graphical timeline over the duration of the patient stay. The CDI Timeline allows users to search across documentation for Iodine Condition mentions or custom keywords and then read the content of documents with keywords highlighted in the body of the text.

2.5 **Worksheet**. Creates a process to track notes directly from documents and clinical information in the medical record. CDI specialists can pull key information into their Worksheet without the need to manually type or hand-write it. Users can highlight text from documentation and take note of it and add lab results and vital signs to notes while reviewing in Labs & Vitals. Worksheet can be expanded to be visible throughout the review workflow and the notes can be copied elsewhere, such as to a query template.

2.6 **Spotlight**. Highlights documentation and clinical data related to the patient's possible diagnoses, based on data identified by Iodine's artificial intelligence technology. CDI specialists can choose which conditions to spotlight, based on their judgment and clinical review. Documents with mentions related to the condition are called out in the CDI Timeline and clinical indicators, such as lab results and vital signs, related to the condition can be found in the Labs & Vitals display.

2.7 **AwareCDI Analytics (Introspect)**: Provides standard dashboards and reports for tracking CDI program metrics. Dashboards include both aggregated information at a summary level, as well as drill-downs and exports to see the details behind the numbers.

2.8 **Interact.** Creates a process by which provider organizations can query and educate clinicians on clarifying clinical documentation. Query authors, such as clinical documentation specialists and medical coders, create queries by customizing compliant templates and attaching selected documentation from the patient record. Clinicians may respond to queries from a mobile device or a computer, and their responses automatically generate query documents in the patient record. Query activity is tracked and reportable with measures displayed real-time in graphical performance dashboards and reports. HCPro and AHIMA query templates are available via subscription through Interact.

3. **Interface Requirements**

3.1 **Concurrent**: For Concurrent, Customer is responsible for configuring all inbound (to Iodine) data feeds as outlined in the HL7 Specifications. HL7 is preferred, but where not available, Iodine is able to accept flat files sent to an SFTP that would be setup during Implementation. If Customer implements Coding Collaboration, Customer is responsible for ingesting the data feeds as outlined in the HL7 Specifications and configuring the data appropriately into downstream system(s).

3.2 **Interact**: For Interact, Iodine is responsible for developing an outbound (from Iodine) interface feed for query documents. Customer is responsible for ingesting the data feed and configuring the data appropriately into the medical record (typically the EMR). The query documents are filed alongside progress notes and other physician documentation and contain the provider's response to the query as well as the full original query with supporting clinical information. Customer IT and Iodine will work together on requirements, approvals, and testing.

4. **End User Specifications**

4.1 End-User Access:

4.1.1 Customers will access Concurrent from the Iodine website.

4.1.2 Customer providers will access the Interact platform via mobile application or the Iodine website.

4.1.3 CDI staff and coders will access the Interact platform from the Iodine website.

4.2 Single sign-on is supported through SAML or LDAP.

4.3 Supported desktop operating systems:

4.3.1 Windows, 7 – Current

4.3.2 Mac OS X, 8 – Current

4.4 Supported mobile operating systems:

4.4.1 iOS, 11 – Current

4.4.2 Android, 5.1 – Current

4.5 Supported browsers - Modern browsers (support all releases within the last two years):
4.5.1 Chrome
4.5.2 Edge
4.6 Other requirements for browsers:
4.6.1 JavaScript must be enabled
4.6.2 Cookies must be enabled

5. **Customer Responsibility**. Customer is responsible for ensuring that appropriate resources are reasonably available to participate in: (a) training, consultation, and education sessions (such as through Iodine Academy); (b) process management coordination with Iodine's Project Manager; and (c) discussions with Iodine's product experts. Certain of Iodine's Software helps prioritize cases which might be more likely to have documentation integrity opportunities. The Software cannot, and does not attempt to, determine when a case definitively has a documentation improvement opportunity. Furthermore, the Software attempts to identify when a condition may possibly exist but cannot, and does not attempt to, determine when a condition definitively exists. The Software does not determine if there is sufficient clinical evidence to submit a query in compliance with Customer's or the industry's standards and guidelines. The Software will simply identify when a condition might exist and assumes that the Authorized User will apply their clinical judgment to determine if an ethical and compliant query can be submitted in compliance with Customer's and industry guidelines. Customer has sole responsibility for determining its policies regarding when, and if, there are sufficient clinical grounds to submit a query and managing the users accordingly. Customer also has sole responsibility for ensuring that the query is not a leading query and is compliant with Customer and industry standards and guidelines. Customer is responsible for reviewing the settings in the Software and choosing the settings that conform to its own internal policies and guidelines.

6. **Scope of Use and Authorized Users.** Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who are permitted to Use the Software. Authorized Users include Customer's CDI specialists, physicians, and CDI support staff who are actively involved in the CDI process for an Authorized Facility and who are licensed to do so, and shall not include third-party contract resources without prior written approval from Iodine.

7. **Third-Party Terms**. **Use of AwareCDI is subject to the following additional third-party terms:**

TruCode General Terms

GENERAL TERMS: The software and/or services provided by Iodine Software, LLC ("***Reseller***") to Customer pursuant to the agreement attached hereto (the "***Customer Agreement***") may contain software and/or content (collectively, the "***Licensed Content***") provided by TruCode LLC ("***TruCode***") and its third party providers (such providers, collectively, the "***Third Party Providers***"). Use of the Licensed Content is subject to Customer's acceptance of and compliance with the terms set forth in this Exhibit (these "***Required Terms***"). By signing or otherwise indicating acceptance of the Customer Agreement, Customer acknowledges that it has read and accepts these Required Terms and agrees to be bound by the same. For purposes of the Customer Agreement, TruCode is a Subcontractor.

1. **End Users**. Customer is responsible for ensuring that its authorized users ("***End Users***") comply with all of the terms and conditions in these Required Terms.

0. **Copies; Printing.** Customer may not provide copies of the Licensed Content to any third party, except to its employees or agents who are subject to the confidentiality provisions herein. Customer is permitted to print limited portions of the Licensed Content on a specific topic ("***Excerpts***"), without any modification to the Excerpt, and solely for the exclusive use of Customer, provided that the source of the Excerpt(s) and applicable copyright notices and government rights notices are printed on the printout. Any Excerpts so distributed may only be used for purposes of claims processing, billing, and patient treatment.

0. **Additional Restrictions.** Customer, and its End Users, must not, nor attempt to: (i) use the Licensed Content or any portion of the Licensed Content for any unlawful purpose or in violation of any laws or regulations; (ii) market, sell, lease, license, sublicense, publish, distribute, lend, transfer, or otherwise make the Licensed Content or any portion thereof, or components or output from the Licensed Content available to any unauthorized party, including distribution via the Internet or other public electronic information system; (iii) alter, maintain, enhance, modify, translate, or create derivatives of the Licensed Content or any components thereof; (iv) remove any trademark, copyright, or proprietary notices; or (v) use the Licensed Content to benefit any party other than Customer.

0. **Usage Information**. TruCode may collect and use data provided through, collected by, and/or regarding Customer's use of the Licensed Content in order to: (a) provide the Licensed Content in accordance with the Required Terms and TruCode's Privacy Policy, located at: https://www.trucode.com/privacy-policy; (b) prevent or address service or technical problems, and (c) comply with applicable law.

0. **Information and Data Disclaimer**. Customer acknowledges and agrees that certain information within the Licensed Content may be provided to TruCode and/or the Third Party Providers by third parties or is developed using information provided by third parties. Neither TruCode nor the Third Party Providers will be responsible for the accuracy or completeness of the information within the Licensed Content. Nothing contained in the Licensed Content is intended to replace the independent medical judgment of a health care professional and neither TruCode nor the Third Party Providers will be liable for any damages arising out of reliance on the information contained in or derived from the Licensed Content. In addition, neither TruCode nor the Third Party Providers make any warranties regarding the accuracy or completeness of any data or information provided by the Centers for Medicare & Medicaid Services ("CMS"), the American Medical Association, or any other third party. TruCode and the Third Party Providers specifically disclaim any liability for any consequences due to use, misuse or interpretation of information.

0. **Third Party Beneficiaries; Termination**. TruCode and the Third Party Providers are third-party beneficiaries to the Customer Agreement. If Reseller's contractual relationship with TruCode, or TruCode's contractual relationship with any other Third Party Provider, expires or is otherwise terminated, Reseller or TruCode will have the right to terminate the Customer Agreement immediately upon written notice to Customer, at which time all rights granted to Customer with respect to the Licensed Content will terminate and Customer will be required to discontinue all use of the Licensed Content immediately.

AHA - REQUIRED TERMS:

The Licensed Content may include content (the "AHA Content") licensed from Health Forum, LLC or its Affiliates. The following terms apply to AHA Content:

1. **Copyright Notices**. Customer shall include the appropriate copyright notice set forth below in connection with AHA Content. From time to time, Reseller may provide Customer with updated versions of the AHA Content ("***Updated Products***"). When Customer receives the Updated Products, Reseller will advise Customer of the appropriate year to display in the copyright notice.

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2. **U.S. Government Rights Notices**. If Customer is a federal government agency, the following notices are provided, as applicable:

1. ICD-9-CM Coding Clinic. This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

2. HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

3. ICD-10-CM AND ICD-10-PCS CODING HANDBOOK. This product contains ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by

Health Forum, LLC, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

IBM® Micromedex® and IBM® DrugPoints® - REQUIRED TERMS:

The Licensed Content may include content (the "***Micromedex Content***") licensed from **IBM Corporation** © Copyright IBM Corporation 1994-2021. The following terms apply to Micromedex Content:

1. The information contained in the Micromedex Content is intended as an educational aid only. All treatments or procedures are intended to serve as an information resource for physicians or other competent healthcare professionals performing the consultation or evaluation of patients and must be interpreted in view of all attendant circumstances, indications and contraindications.

2. Customer shall restrict use of any information generated or provided by the Micromedex Content (as incorporated in the Licensed Content), in connection with the treatment of patients, to a licensed healthcare professional directly connected with the Customer, either as an employee or an authorized affiliate; and then, only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Customer and Micromedex, the Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.

As between the Customer and Micromedex, Customer acknowledges and agrees: THE PRICES CONTAINED IN RED BOOK ARE BASED ON DATA *REPORTED* BY MANUFACTURERS. MICROMEDEX HAS NOT PERFORMED ANY INDEPENDENT ANALYSIS OF THE *ACTUAL* PRICES PAID BY WHOLESALERS AND PROVIDERS IN THE MARKETPLACE. THUS, *ACTUAL* PRICES PAID BY WHOLESALERS AND PROVIDERS MAY WELL VARY FROM THE PRICES CONTAINED IN THIS DATABASE AND ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE REFER TO THE "AWP POLICY" IN THE PRODUCT FOR MORE INFORMATION.

8. **Implementation Services.** When Customer initially purchases the Software, Iodine will provide the following implementation Services for deployment of the Software to the designated Customer facilities identified in the Order, subject to payment of applicable fees. The implementation consists of the following:

8.1 Implementation project management services:

8.1.1 Iodine will work with Customer to define the scope and specific goals for the implementation.

8.1.2 Iodine will project manage the interface development work and coordination between Customer IT and Iodine.

8.1.3 Iodine will configure the Software for user account set-up, provider alerts, CDI and coder workflow requirements, query template library, metrics tracking, and reporting.

8.1.4 Iodine will provide access to and support of online training for CDI and coding staff.

8.1.5 Iodine will coordinate system testing prior to go-live:

8.1.5.1 Iodine's testing approach involves reviewing HL7 messages from the Client's test interfaces to Iodine's test ports to verify the HL7 message structure and data fields are included. Once validated, Iodine will request for the Client's test interfaces to be promoted to production, sending to Iodine's production ports. Iodine will then utilize production data to build the test translator logic. Once complete, Iodine will allow data received from both the test and production ports to flow through the test translator into Iodine's Pre-PROD/UAT environment to complete all application configurations. Once complete, internal and external validation sessions will be held to further validate the data and configurations. Once any applicable changes are made, Iodine will then promote the test translator logic to production, and allow data received from the production ports to flow through the production translator into Iodine's PROD environment for go-live training.

8.1.5.2 Because Iodine utilizes production data sets for validation and configuration in the UAT/Pre-PROD environment, Iodine does not require the Client to run specific testing scripts unless test data is unavailable for a specific element that needs to be validated prior to the Client promoting interfaces to production.

8.1.5.3 Client agrees to use Iodine's testing approach unless otherwise agreed by both parties in writing. Customer requests for testing requirements outside of Iodine's standard approach will be evaluated on a case-by-case basis for impact to timeline and additional cost to Customer.

8.2 Implementation Content development services:

8.2.1 Iodine will provide training to Customer for developing, incorporating, and maintaining the query template Content for use within the Interact platform.

8.2.2 Customer may utilize their own query template Content or Customer may enter into a Work Order with an Iodine Partner, AHIMA or HCPro, for query Partner Templates, updates and maintenance.

8.2.3 If Customer utilizes their own query template Content, ongoing query template Content updates and maintenance are the responsibility of Customer.

8.2.4 Iodine will test query template Content functionality prior to go-live at Customer's facility.

AwareUM

1. Definitions. For purposes of AwareUM, the following definitions shall apply:

1.1. ***"GenAI Summaries":*** Various types of auto-generated narratives that are generated using large language model (LLM) technology.

2. Description and Features. AwareUM provides a cloud-based, review management platform designed to support the case review process for hospital utilization management teams. AwareUM provides the following core functionalities to support concurrent and post-discharge utilization review integrity. Note that this is not a comprehensive list of all features within AwareUM:

2.1. Utilization Review ("*UR*") Nurse Environment. Dedicated UI for UR Nurses to manage their UM workflow, backed by the SmartList and other features described here.

2.2. Physician Advisor Environment. Dedicated workflow for Physician Advisors, driven by referrals from UR Nurses.

2.3. Patient Packet. The packet is a compilation of various data points and information which may be used for various purposes, such as sending clinicals to a payer, supporting conversations, or uploading to the electronic medical record (EMR) as documentation of a review. Inputs to the packet include, but are not limited to, the Clinical Summaries language, labs, and authorization information, as well as user-entered information.

2.4. Prioritized Work Lists (SmartList). Various work lists that help prioritize cases for review.

2.5. Large Language Model (LLM) Outputs. Auto-drafted narratives that support various UM nurse needs. See section 3.0 below for more detail.

2.6. AwareUM Configuration Manager. Includes scoping tools, payer-specific configurations for the UM leadership team.

2.7. LOS Insights. Features that provide insight related to GMLOS, avoidable days, patient length of stay, etc.

2.8. Condition Insights. Includes the treatment charts and possible condition predictions.

2.9. Appeals Management. General term for the section of appeals support tools, such as tracking tools and automatically drafted UM Appeal Letters.

2.10. AwareUM Analytics. Reporting on utilization review productivity, outcome metrics, denials trends, and more.

2.11. Case notes. Ability to leave internal notes, document escalation notes, and completed review notes.

2.12. Interact. Communication tools that help bridge the gap in communication between utilization management nurses, CDI teams, and physicians. This includes support for second-level reviews and other relevant communications between these individuals. Review requestors, such as utilization management nurses and UM support staff, create a review request by customizing templates and attaching selected documentation from the patient record. Clinicians may respond to requests from a mobile device or a computer, and their responses can automatically update documentation in the patient record. All communication activity is tracked and reportable with measures displayed real-time in graphical performance dashboards and reports. This functionality is commonly referred to as Interact.

3. Technology Partners. AwareUM utilizes generative AI technology provided by third-party service providers, such as, but not limited to, OpenAI, LLC., to analyze the medical record and create various types of GenAI Summaries, such as clinical summaries and other outputs (such as UM Appeal Letters). Clinical summaries and other outputs are designed to help Customer's UM nurses, UM support staff, physician advisors, and other stakeholders to digest information more quickly and communicate case details more efficiently and effectively with each other and with payers. ***The content for these outputs is generated by AI from the medical records and may contain errors, incomplete or missing information, and hallucinations. Users must use their clinical judgment and conduct a full review of the record.***

The clinical summaries and other outputs include one or more of the following examples (non-exhaustive list and it may change):

- **Chart Summary** – Summarizes the patient's chart, highlighting key points, data and issues from the medical record to recap why the patient is in the hospital and explain their current medical situation.
- **New Since Last Review Summary** – Summarizes information that was added to the chart since the last review was conducted, helping the UM team to quickly identify new and pertinent information additions.
- **Daily Summaries** - Describes patient information, organized into a daily summary of events, actions, medications, etc.
- **UM Appeal Letters** - Helps explain medical necessity to assist UM team in efforts to overturn payer denials

The exact content of the clinical summaries and other LLM-driven outputs may change over time. Iodine reserves the right to add additional summary types, as well as sunset summary types, to the examples listed here.

○ **4. Disclaimer.** ***Users must use their clinical judgment and conduct a full review of the medical record. Iodine AwareUM does not include medical advice of any kind and in no event shall Customer utilize AwareUM as a "device" under Section 201(h) of the Food, Drug, & Cosmetic Act. Iodine AwareUM does not include coding or billing advice of any kind. Customer and its resources are responsible for exercising their judgment and ensuring they act in a manner compliant with Customer's policies and all applicable federal and state laws and regulations, including, but not limited to, all authorities governing the coding and submission of claims for reimbursement to Medicare, Medicaid and other government health programs.***

5. AwareUM Interface Requirements

Customer is responsible for configuring all inbound (to Iodine) data feeds as outlined in the HL7 Specifications. HL7 is preferred, but where not available, Iodine is able to accept flat files sent to an SFTP that would be setup during Implementation.

6. End User Specifications

6.1 End-User Access

6.1.1 Customer UM nurses, physician advisors, and UM support staff who are actively involved in the utilization review use cases will access AwareUM from the Iodine website

6.1.2 Customer providers will access Iodine Interact functionality via mobile application or the Iodine Interact website

6.1.3 UM nurses and support staff will access Iodine Interact functionality from the Iodine Interact website

6.2 Single Sign-On is supported through SAML.

6.3 Supported desktop operating systems:

6.3.1 Windows, 7 – Current

6.3.2 Mac OS X, 8 – Current

6.4 Supported mobile operating systems

6.4.1 iOS, 11 – Current

6.4.2 Android, 5.1 – Current

6.5 Supported browsers - Modern browsers (support all releases within the last two years):

6.5.1 Chrome

6.5.2 Firefox

6.5.3 Safari

6.5.4 Edge

6.6 Other requirements for browsers:

6.6.1 JavaScript must be enabled

6.6.2 Cookies must be enabled

7. Customer Responsibility. Customer is responsible for ensuring that appropriate resources are reasonably available and participate in: (a) training, consultation, and education sessions (such as through Iodine Academy); (b) process management coordination with Iodine's Project Manager; and (c) discussions with Iodine's product experts.

8. Scope of Use and Authorized Users. Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who utilize the Software. Authorized Users include Customer's utilization management nurses, physician advisors, and UM support staff who are actively involved in the UM process for an Authorized Facility and which shall not include third-party contract resources without prior written approval from Iodine.

9. Implementation Services. When Customer initially purchases the Software, Iodine will provide the following implementation Services for deployment of the Software to the designated Customer facilities identified in the Order, subject to payment of applicable fees. The implementation consists of the following:

9.1 Iodine will work closely with Customer to define the scope and specific goals for the implementation.

9.2 Iodine will project manage the interface development work and coordination between Customer IT and Iodine.

9.3 Iodine will configure the software for user account set-up, alerts, workflow requirements, metrics tracking, and reporting.

9.4 Iodine will provide access to and support of online training for end users.

9.5 Iodine will coordinate system testing prior to go-live.

9.6 Iodine's testing approach involves reviewing HL7 messages from the Customer's test interfaces to Iodine's test ports to verify the HL7 message structure and data fields are included. Once validated, Iodine will request for the Client's test interfaces to be promoted to production, sending to Iodine's production ports. Iodine will then utilize production data to build the test translator logic. Once complete, Iodine will allow data received from both the test and production ports to flow through the test translator into Iodine's Pre-PROD/UAT environment to complete all application configurations. Once complete, internal and external validation sessions will be held to further validate the data and configurations. Once any applicable changes are made, Iodine will then promote the test translator logic to production, and allow data received from the production ports to flow through the production translator into Iodine's PROD environment for go-live training.

9.7 Because Iodine utilizes production data sets for validation and configuration in the UAT/Pre-PROD environment, Iodine does not require the Client to run specific testing scripts unless test data is unavailable for a specific element that needs to be validated prior to the Client promoting interfaces to production.

9.8 Customer agrees to use Iodine's testing approach unless otherwise agreed by both parties in writing. Customer requests for testing requirements outside of Iodine's standard approach will be evaluated on a case-by-case basis for impact to timeline and additional cost to Customer.

9.9 Iodine will provide ongoing support in accordance with its standard maintenance and support offering, subject to payment of applicable fees.

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- **ADD-ON SOFTWARE AND MISC. PRODUCT TERMS**
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- **INTERACT**

- **THESE INTERACT TERMS APPLY IF CUSTOMER IS ADDING INTERACT FUNCTIONALITY AND DOES NOT ALREADY HAVE INTERACT FUNCTIONALITY IMPLEMENTED AND LIVE AS PART OF THE AWARECDI OR AWAREUM SOLUTIONS**

Iodine Interact provides a cloud-based, HIPAA-compliant, query and case escalation management platform that makes it easier for clinicians to review and respond to queries, case review requests, and other communications from clinical documentation specialists, coders and quality staff, utilization management nurses and staff, and attending physicians, resulting in more accurate reimbursement, public reporting, research and policy decisions.

The Iodine Interact platform creates a new process by which provider organizations can query and educate clinicians on clarifying clinical documentation. Provider organizations may also request Query authors, such as clinical documentation specialists and medical coders, create queries by customizing compliant templates and attaching selected documentation from the patient record. Clinicians may respond to queries from a mobile device or a computer, and their responses automatically generate query documents in the patient record. All query activity is tracked and reportable with measures displayed real-time in graphical performance dashboards and reports.

Iodine Interact Interface Requirements

Inbound to Iodine:

- Interact requires ADT and Documents to be interfaced to Iodine. If your organization is an existing Iodine Customer and these feeds are already sent, they can also be utilized for Interact.

Outbound from Iodine:

- With AwareCDI or as Interact stand alone: Iodine is responsible for developing an outbound (from Iodine) interface feed for query documents. Customer is responsible for ingesting the data feed and configuring the data appropriately into the medical record (typically the EMR). The query documents are filed alongside progress notes and other physician documentation and contain the provider's response to the query as well as the full original query with supporting clinical information. Customer IT and Iodine will work together on requirements, approvals, and testing.
- With AwareUM: There are no outbound requirements.

Iodine Interact Product End User Specifications

End-User Access

- Customer providers will access Iodine Interact via mobile application or the Iodine Interact website
- With AwareCDI or as a standalone solution, CDI staff and coders will be able to access Iodine Interact from the Iodine Interact website
- With AwareUM, UM nurses and support staff will access Iodine Interact functionality from the Iodine Interact website

Single Sign-On

- Single sign-on is supported through SAML or LDAP

Supported desktop operating systems

- Windows, 7 – Current
- Mac OS X, 8 – Current

Supported mobile operating systems

- iOS, 11 – Current
- Android, 5.1 – Current

Supported browsers

- Modern browsers (support all releases within the last two years):
  - Chrome
  - Firefox
  - Safari

○ Edge

Other requirements for browsers

10.0 JavaScript must be enabled

11.0 Cookies must be enabled

Product Implementation

Implementation services for deployment of the Software to the designated Customer facilities identified in Order. Implementation consists of the following:

Implementation project management services:

1 Iodine will work closely with Customer to define the scope and specific goals for the implementation

2 Iodine will project manage the interface development work and coordination between Customer IT and Iodine

3 Iodine will configure the software for user account set-up, provider alerts, UM, CDI and coder workflow requirements, query template library, metrics tracking, and reporting, as applicable

4 Iodine will provide access to and support of online training for UM, CDI and coding staff, as determined by end users defined in the Scope of Use

5 Iodine will coordinate system testing prior to go-live

5.1 Iodine's testing approach involves reviewing HL7 messages from the Customer's test interfaces to Iodine's test ports to verify the HL7 message structure and data fields are included. Once validated, Iodine will request for the Customer's test interfaces to be promoted to production, sending to Iodine's production ports. Iodine will then utilize production data to build the test translator logic. Once complete, Iodine will allow data received from both the test and production ports to flow through the test translator into Iodine's Pre-PROD/UAT environment to complete all application configurations. Once complete, internal and external validation sessions will be held to further validate the data and configurations. Once any applicable changes are made, Iodine will then promote the test translator logic to production, and allow data received from the production ports to flow through the production translator into Iodine's PROD environment for go-live training.

5.2 Because Iodine utilizes production data sets for validation and configuration in the UAT/Pre-PROD environment, Iodine does not require the Client to run specific testing scripts unless test data is unavailable for a specific element that needs to be validated prior to the Client promoting interfaces to production.

5.3 Client agrees to use Iodine's testing approach unless otherwise agreed by both parties in writing. Customer requests for testing requirements outside of Iodine's standard approach will be evaluated on a case-by-case basis for impact to timeline and additional cost to Customer.

6 Iodine will provide ongoing support

Implementation Content development services:

7 Iodine will provide training to Customer for developing, incorporating, and maintaining the query template Content for use within Iodine Interact

8 Customer may utilize their own query template Content or Customer may enter into a Work Order with Iodine Partner, ACDIS & AHIMA library, for query Partner Templates, updates and maintenance

9 If Customer utilizes their own query template Content, ongoing query template Content updates and maintenance are the responsibility of Customer

10 Iodine will test query template Content functionality prior to go-live at Customer facility

For purposes of Iodine Interact the following definitions shall apply:

- "***Content***" means Query Templates and Educational Content delivered through Iodine Interact

- "***Educational Content***" means any educational content used to educate Authorized Users on clinical documentation best practices and delivered through Iodine Interact

- "***Query Templates***" means any content which comprises the 'request for documentation clarification template' which is used to create a query to send to Authorized Users through Iodine Interact

Scope of Use and Authorized Users:

With AwareCDI or as a stand-alone solution, Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who utilize the Software. Authorized Users include Customer's CDI specialists, physicians, and CDI support staff who are actively involved in the CDI process for an Authorized Facility and which shall not include third-party contract resources without prior written approval from Iodine.

With AwareUM, Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who utilize the Software. Authorized Users include Customer's utilization management nurses, physician advisors, and UM support staff who are actively involved in the UM process for an Authorized Facility and which shall not include third-party contract resources without prior written approval from Iodine.

- **FORECAST**

Forecast automatically predicts the expected length of stay (based on MS-DRG GMLOS) and final MS-DRG for every inpatient when certain criteria are met. This information will be made available in Iodine's reporting tool. This information can also be interfaced to other hospital systems via HL7 or be made available for batch export to support Care Management teams and other departments that utilize expected length of stay or MS-DRGs in their daily workflow and planning.

Product Description

- Expected length of stay and final MS-DRG are automatically predicted using Artificial Intelligence/Machine Learning even if there has been no CDI review
- Predictions are updated regularly as new patient data is received
- Predicted final MS-DRGs and related information (GMLOS, relative weight, DRG code description) can be interfaced via HL7 or made available for periodic flat-file transfer

Implementation

Forecast data will be available in Iodine's reporting tool. If Customer's workflow requires the data to be ingested into a downstream system, Iodine can also outbound the data via an HL7 feed or flat file. Customer would then be responsible for ingesting the data feed and configuring the data appropriately into the downstream system(s). Customer IT and Iodine would work together on requirements, approvals, and testing.

Scope of Use and Authorized Users: Target Authorized Users are to be limited to those Customer employees and contractors that are not competitors of Iodine who utilize the output of the Software. The target Authorized Users of the output of the Software include Customer's nurses, case managers, physicians, and revenue cycle leadership for an Authorized Facility and which shall not include third-party contract resources or vendors without prior written approval from Iodine.

- **RETROSPECT**

Retrospect combines the prioritization technology of Iodine's SmartList™ with an integrated CDI review workflow for post discharge records. Retrospective reviews are the last opportunity to resolve documentation and coding issues for billing and quality reporting purposes. Assigned CDI specialists or managers can review documentation and clinical data for the patient post discharge, pre-bill to support coding accuracy and reporting. Records are prioritized and tracked through final reconciliation and billing, supporting an efficient workflow that monitors for timely completion of query completion and final coding.

Retrospect will also support a standardized workflow to complete quality audits of CDI staff. Cases that CDI specialists have reviewed with additional documentation concerns will be detected combining the prioritization technology of Iodine's SmartList with a workflow designed for timely review and identification of opportunities. This will allow CDI program leaders to isolate knowledge deficits and identify workflow and process issues to support continued CDI program growth and success.

Product Description

- SmartList automated prioritized worklist of discharged patients based on likelihood of documentation improvement opportunities
- Indicators automatically generate to identify possible coding issues, concurrent CDI missed opportunities, and patient condition information

- Likely conditions and query opportunities prompted to reviewers based on clinical criteria and documentation
- Access to reference information like history of concurrent CDI review activity, patient demographics, and activity during the patient visit
- Reporting dashboard with review, query and outcome metrics
- Filtering capabilities to review prioritized patient list based on concurrent CDI reviewer, patient location, or hospital service line

Scope of Use and Authorized Users: Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who utilize the Software. Authorized Users include Customer's CDI specialists, physicians, and CDI support staff who are actively involved in the CDI process for an Authorized Facility and which shall not include third-party contract resources without prior written approval from Iodine.

• ENCODER

Encoder allows users to combine their knowledge with intelligent tools and prompts to drive fast and accurate working codes. This enables CDI's to focus on what they do best - documentation accuracy and identifying missed documentation opportunities.

The encoder gives CDIs rapid access to sophisticated code searches, comprehensive references, and edit/reimbursement validation tools. Users are empowered to search for diagnosis and procedure codes through coding handbooks and other industry-standard reference materials so charts are most optimally coded.

Product Description:

- Grouping of ICD-10 codes into the resulting MS-DRG or APR-DRG if licensed (see APR product description for more details)
- Ability to re-sequence principal and secondary diagnosis codes
- Examine alternative DRGs for claims through DRG Analysis
- Reference info about MS-DRG, such as GMLOS, relative weight, and DRG type
- Display coding-related references and search by terms or codes
- Perform comprehensive editing for inpatient claims (Medical Necessity and proprietary TruCode edits)

Use of Encoder is subject to the following additional terms:

TruCode General Terms

GENERAL TERMS: The software and/or services provided by Iodine Software, LLC ("***Reseller***") to Customer pursuant to the agreement attached hereto (the "***Customer Agreement***") may contain software and/or content (collectively, the "***Licensed Content***") provided by TruCode LLC ("***TruCode***") and its third party providers (such providers, collectively, the "***Third Party Providers***"). Use of the Licensed Content is subject to Customer's acceptance of and compliance with the terms set forth in this Exhibit (these "***Required Terms***"). By signing or otherwise indicating acceptance of the Customer Agreement, Customer acknowledges that it has read and accepts these Required Terms and agrees to be bound by the same. For purposes of the Customer Agreement, TruCode is a Subcontractor.

2. **End Users**. Customer is responsible for ensuring that its authorized users ("***End Users***") comply with all of the terms and conditions in these Required Terms.

1. Copies; Printing. Customer may not provide copies of the Licensed Content to any third party, except to its employees or agents who are subject to the confidentiality provisions herein. Customer is permitted to print limited portions of the Licensed Content on a specific topic ("***Excerpts***"), without any modification to the Excerpt, and solely for the exclusive use of Customer, provided that the source of the Excerpt(s) and applicable copyright notices and government rights notices are printed on the printout. Any Excerpts so distributed may only be used for purposes of claims processing, billing, and patient treatment.

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Licensed Content available to any unauthorized party, including distribution via the Internet or other public electronic information system; (iii) alter, maintain, enhance, modify, translate, or create derivatives of the Licensed Content or any components thereof; (iv) remove any trademark, copyright, or proprietary notices; or (v) use the Licensed Content to benefit any party other than Customer.

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1. **Third Party Beneficiaries; Termination**. TruCode and the Third Party Providers are third-party beneficiaries to the Customer Agreement. If Reseller's contractual relationship with TruCode, or TruCode's contractual relationship with any other Third Party Provider, expires or is otherwise terminated, Reseller or TruCode will have the right to terminate the Customer Agreement immediately upon written notice to Customer, at which time all rights granted to Customer with respect to the Licensed Content will terminate and Customer will be required to discontinue all use of the Licensed Content immediately.

AHA - REQUIRED TERMS:

The Licensed Content may include content (the "AHA Content") licensed from Health Forum, LLC or its Affiliates. The following terms apply to AHA Content:

3. **Copyright Notices**. Customer shall include the appropriate copyright notice set forth below in connection with AHA Content. From time to time, Reseller may provide Customer with updated versions of the AHA Content ("***Updated Products***"). When Customer receives the Updated Products, Reseller will advise Customer of the appropriate year to display in the copyright notice.

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4. **U.S. Government Rights Notices**. If Customer is a federal government agency, the following notices are provided, as applicable:

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As between the Customer and Micromedex, Customer acknowledges and agrees: THE PRICES CONTAINED IN RED BOOK ARE BASED ON DATA *REPORTED* BY MANUFACTURERS. MICROMEDEX HAS NOT PERFORMED ANY INDEPENDENT ANALYSIS OF THE *ACTUAL* PRICES PAID BY WHOLESALERS AND PROVIDERS IN THE MARKETPLACE. THUS, *ACTUAL* PRICES PAID BY WHOLESALERS AND PROVIDERS MAY WELL VARY FROM THE PRICES CONTAINED IN THIS DATABASE AND ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE REFER TO THE "AWP POLICY" IN THE PRODUCT FOR MORE INFORMATION.

• 3M APR-DRG ADD-ON

The 3M APR-DRG Add-on adds support for national all-payer 3M APR-DRG grouping, for APR-DRG based payers. With the APR-DRG Add-on, CDIs can concurrently group and encode against both MS and APR-based DRG systems concurrently.

Product Description:

- Encoder that supports both MS-DRG and APR-DRG grouping to calculate varying types of DRGs, such as Working and Possible
- Financial and quality outcome tracking for APR-based payers
- Self-service custom report building across a variety of APR-related fields

Use of the 3M APR-DRG Add-On is subject to the following additional terms:

Customer understands and acknowledges that the license to use APR-DRG and APR-DRG documentation ("3M Documentation") is non-exclusive and non-assignable. Use of APR-DRG is solely for Customer's internal use in compliance with the Agreement. In no event shall Customer (a) use the APR-DRG to process data for the benefit of any entity other than Customer and the hospitals as indicated

on the Order, (b) make the APR-DRG accessible to any unaffiliated entity, (c) make any modifications, derivative works of, disassembling or otherwise reverse engineer the APR-DRG, or (d) make copies of the APR-DRG, except for archival and backup purposes.

APR-DRG and 3M Documentation shall be treated by Customer as Iodine Confidential Information in accordance with the Agreement.

3M Health Information Systems, Inc. shall have no liability for Customer's use of the APR-DRG or the 3M Documentation.

The APR-DRG module may be terminated from the Agreement in the event Customer violates the terms of this Attachment and such violation is not cured following notice of breach as described in the Agreement. Nothing in this Attachment modifies Customer's obligations or the restrictions contained in the Agreement with respect to any other Software.

PARTNER TEMPLATES

As stated in the Agreement, Customer, and neither Iodine nor Iodine Partner, will be responsible for Customer's use of the Partner Templates, including its utilization, accuracy, maintenance, and compliance with applicable law. Customer **may not** use features in the Software to modify, update, configure, remove, or incorporate additional content to the Partner Templates to be delivered through the Software. The Partner Templates are standard and any modification, change, removal or addition requires the express written consent of both Iodine and Iodine Partner. If requested by Customer and agreed upon by Iodine and Iodine Partner, Iodine will provide assistance for such work and determine if changes will be made to Partner Templates via an additional Amendment or Order Form.

Each party shall retain rights and ownership of all intellectual property, including without limitation all know-how, trade-secrets, copyrights, and patentable inventions relating thereto, including materials, notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto ("Intellectual Property"), that was developed or purchased prior to Customer's purchase of the Partner Templates. The Iodine Partner shall retain ownership of all Intellectual Property made or conceived or reduced to practice or developed by Iodine Partner during the term of this Agreement.

Product Description:

- A non-exclusive, limited term license for Customer to Use the Partner Templates through the Software during the Order term in support of Customer's internal operations
- Technical support for Customer (pursuant to the Support and Enhancement Terms of the Agreement)
- Standard ongoing Partner Templates updates and periodic maintenance

Scope of Use and Authorized Users: Authorized Users are limited to those Customer employees and contractors that are not competitors of Iodine who utilize the Software. Authorized Users include the Customer's nurses, physician advisors, and support staff personas who are actively involved in the review of Partner Templates for an Authorized Facility and which shall not include third-party contract resources without prior written approval from Iodine.