

**WELLSKY CORPORATION**  
**MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (“Master Agreement”) is entered into as of the date of last signature below (the “Effective Date”) and includes any Order Form which is governed by the terms and conditions herein (collectively, the Master Agreement and any Order Forms governed thereby the “Agreement”), by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“WellSky”), and **Lexington-Fayette Urban County Government Department of Social Services**, an urban county government created pursuant to KRS 67A with offices at 200 East Main Street, Lexington, KY, 40507 (“Client”). Each of WellSky and Client may be referred to herein individually as a “Party” and together as the “Parties.” The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **SERVICES.**
  - 2.1. Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Client (a) a non-exclusive, non-assignable, limited right to access, display and use the Cloud Services during the term, solely for Client’s internal business operations and subject to the terms of the Agreement; and (b) Cloud Services support as set forth in the Cloud Services Support Exhibit (<https://wellsky.com/cloud-services-support-exhibit/>) or as otherwise set forth in the applicable Order Form. During the term of the Agreement, WellSky may provide Ancillary Services for use in connection with the Cloud Services.
  - 2.2. Professional Services. Professional Services fees shall be as set forth in the applicable Order Form. In the event not set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky’s standard rates.
  - 2.3. Client Responsibilities. Client shall (a) provide Cloud Services access only to Permitted Users, and (b) provide secure infrastructure, hardware devices, and network connectivity necessary for Client to operate and connect to the Cloud Services.
  - 2.4. Limitations. Client shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations; or (iv) use the Cloud Services in a manner inconsistent with Client’s security obligations and policies.
3. **THIRD-PARTY SOLUTIONS AND HARDWARE.** WellSky shall provide the Third-Party Solutions and/or Hardware set forth in an Order Form.
4. **PROPRIETARY RIGHTS.**
  - 4.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Services, Third-Party Solutions, Documentation, and Work Product.
  - 4.2. Restricted Rights. Cloud Services are commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication, and disclosure by DOD agencies are subject solely to the terms of the Agreement, a standard software license agreement as stated in DFARS 227.7202. This provision is intended to include similar limitations on state and local government entities.
5. **PAYMENTS BY CLIENT.**
  - 5.1. Payment. Client shall pay all fees owed to WellSky pursuant to the Agreement. All invoices shall be paid net 30 days following the date of the invoice. Invoices that are more than 10 days past due shall be subject to a finance charge at a rate of interest the lesser of 1.5% per month or the maximum permissible legal rate. Client shall also be liable for any attorney and collection fees arising from WellSky’s efforts to collect any unpaid balance of Client. In the event Client’s invoices are 60 days or more overdue, in addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.
  - 5.2. Scope of Use. The Cloud Services and Third-Party Solutions are priced based on certain metrics (e.g., sites, deliverables, patient/client

census, Permitted Users, etc.) set forth in an Order Form. Client may expand its use of the Cloud Services and Third-Party Solutions upon payment of the applicable additional fees at WellSky's then-current rates or as otherwise set forth in an Order Form. Any such fees for additional scope of use will be due and payable pursuant to the terms of Section 5.1.

- 5.3. Increases. All recurring fees may be increased by WellSky once annually commencing 1 year following the effective date of the applicable Order Form.
- 5.4. Expenses. Client shall reimburse WellSky for all reasonable Client-related travel, lodging, and out-of-pocket expenses.
- 5.5. Shipping Fees, Taxes. Client shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of the Agreement. WellSky shall be responsible for taxes on its net income.
- 5.6. Review. WellSky reserves the right to review Client's use of the Cloud Services and Third-Party Solutions. If any increase in fees is required as a result of Client's use of the Cloud Services or Third-Party Solutions, Client shall pay the applicable fees and expenses associated with the review.

6. **LIMITED WARRANTIES AND COVENANTS.**

- 6.1. WellSky Warranty. WellSky warrants that it has the power and authority to enter into the Agreement, and WellSky shall be responsible for all acts and omissions of its respective employees, agents, subcontractors, and independent contractors.
- 6.2. Services Warranty. WellSky warrants that (a) when operated in accordance with the Agreement and Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional Services in a professional manner in accordance with the applicable Documentation.
- 6.3. Remedy. Client's sole and exclusive remedy for any breach of the warranties set forth in the Agreement shall be to notify WellSky of the applicable non-conformity, in which case

WellSky shall use commercially reasonable efforts to correct such non-conformity by repairing the Cloud Services, and/or reperforming the Professional Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Client, including a failure to use the Cloud Services in conformance with the Documentation or Applicable Law, or (b) any failure of any component of Hardware, Third-Party Solutions, or any Client-supplied software, equipment, or other third-party materials.

- 6.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, WELLSKY DISCLAIMS ALL WARRANTIES AND INDEMNITIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES, ADVANCED TECHNOLOGIES (OR ANY RESULTS), OR THIRD-PARTY SOLUTIONS SHALL BE ERROR-FREE, ACCURATE, OR UNINTERRUPTED, THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE SERVICES SHALL MEET CLIENT'S REQUIREMENTS.

- 6.5. Client Warranty. Client warrants that Client has the power and authority to enter into the Agreement and provide input regarding the Services, and Client shall be responsible for all acts and omissions of all Client affiliates and Permitted Users.

- 7. **LIMITATION OF LIABILITY.** WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THE AGREEMENT IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR

ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CLIENT. WELLSKY DISCLAIMS LIABILITY ARISING OUT OF OR RELATED TO DATA PROCESSED BY CLIENT'S USE OF ANY VIDEO, EMAIL, TEXTING AND/OR RELATED TELEPHONY SERVICES. WELLSKY SHALL NOT BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES AND DISCLAIMS ANY RESPONSIBILITY FOR ACTIONS OF CLIENT OR THEIR CARE PROVIDERS WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE, OR ANY OTHER BASIS. SERVICES, ADVANCED TECHNOLOGIES (OR ANY RESULTS), THIRD-PARTY SOLUTIONS, OR RESULTING RECOMMENDATIONS OR GUIDANCE, ARE NOT A SUBSTITUTE FOR CLIENT'S PROFESSIONAL JUDGMENT.

8. **INDEMNIFICATION AND RESPONSIBILITY.**

8.1. WellSky Indemnity. WellSky shall defend, indemnify, and hold Client and its officers, directors, and employees harmless from and against any third-party claims, suits, liabilities, obligations, judgments, and causes of action ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Cloud Services infringe any currently existing United States patent or copyright, or misappropriates any trade secret, of any third-party. If Client's use of the Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Client's sole and exclusive remedy, either: (a) secure for Client the right to continue to use the Cloud Services; (b) replace, modify or correct such Cloud Services to avoid such infringement; or (c) terminate the Order Form and refund to Client any prepaid amounts for Cloud Services not

yet performed. WellSky's indemnification obligations shall not apply if the Third-Party Claim results from: (i) modifications of the Cloud Services made or suggested by Client or third parties; (ii) use of the Cloud Services with non-WellSky software or equipment; or (iii) use of the Cloud Services in violation of the Agreement, Applicable Law, or not in conformance with the Documentation.

8.2. Client Responsibility. Client shall be solely responsible for and, except as prohibited by law, shall defend, indemnify, and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's use of the Cloud Services, or any claim by any party receiving services from Client in connection with the Cloud Services.

8.3. Indemnification Procedures. To be indemnified, Client must: (a) give WellSky timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of Client except to the extent that the rights of WellSky are prejudiced thereby, and; (b) give WellSky authority, information, and assistance for the Third-Party Claim's defense and settlement. WellSky has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. Client has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but WellSky shall retain control of the defense. WellSky has the right to settle the claim so long as the settlement does not require Client to pay any money or admit any fault without Client's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

9. **TERM AND TERMINATION OF SERVICES AND AGREEMENT.**

9.1. Term. If applicable, the initial term of the right to access the Cloud Services is set forth in an Order Form (the "Initial Term"); UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, THE TERM OF RECURRING SERVICES SHALL AUTO-RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "RENEWAL TERM" AND

COLLECTIVELY WITH THE INITIAL TERM THE “TERM” OF THE ORDER FORM), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM. The Master Agreement remains in effect until all Services expire or are terminated in accordance with the Agreement.

9.2. Termination. Either Party may terminate the Agreement if: (a) the other Party materially breaches the Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within 10 days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Cloud Services and Upgrades thereto in accordance with Applicable Law is a material breach of the Agreement.

9.3. Effect of Termination. Upon termination of the Agreement, Client shall immediately cease all use of the Cloud Services and Third-Party Solutions, and the licenses granted and all other rights of Client under the Agreement shall terminate and revert to WellSky. Client shall, within 10 days following such termination, destroy or return to WellSky all magnetic media or tangible items and material containing the Cloud Services and its Documentation, and all WellSky Confidential Information, and certify such return or destruction in writing to WellSky.

9.4. Survival. The following sections shall survive termination or expiration of the Agreement: Sections 6.3 through 6.5, 7, 8, 9, 10, 11, and 12, as well as any obligation to pay fees arising prior to termination or expiration.

10. **CONFIDENTIAL INFORMATION.** Each Party shall (a) protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party’s own confidential information, but no less than a reasonable degree of care; (b) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under the Agreement; (c) require their

respective employees, agents, attorneys, subcontractors, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (d) except as otherwise permitted herein, not transfer, display, convey, or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Either Party may disclose the other Party’s Confidential Information to the extent required by applicable law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practicable prior to such disclosure and provide an opportunity to respond or object to the disclosure.

11. **REGULATORY COMPLIANCE.**

11.1. General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of 4 years after the provision of the applicable services hereunder.

11.2. Discounts. Client is reminded that if the purchase includes a discount or loan, Client may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).

11.3. State Privacy Laws. The Parties agree that certain state privacy laws, including the California Consumer Privacy Act under Cal. Civ. Code § 1798 *et seq.* (“CCPA”) may be applicable to the Agreement. If applicable, WellSky shall be deemed a “service provider” under the CCPA or other similar law if WellSky receives the “personal information” of any “consumer” for “processing” on Client's behalf (or similar terms as defined under such other state privacy laws).

11.4. HIPAA. The Parties agree to the terms of the Business Associate Exhibit

[\(https://wellsky.com/business-associate-exhibit-online/\)](https://wellsky.com/business-associate-exhibit-online/).

## 12. GENERAL PROVISIONS.

- 12.1. Force Majeure. Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party (“Force Majeure”). The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.
- 12.2. Injunctive Relief. Client acknowledges that any breach by Client of Section 2.4, 4, or 10 of the Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.
- 12.3. Professional Responsibility. Client acknowledges that the Services may provide recommendations to healthcare professionals, which may include the product of Advanced Technologies. Client agrees that neither any Permitted User nor any other party shall rely primarily on the recommendation of the Services to make a decision. The Permitted User must independently review the basis of the recommendation of the Services. Permitted Users must use their independent judgment, their expertise, and patient-specific information as the basis of all decisions.
- 12.4. Assignment. Client shall not assign its rights, duties, or obligations under the Agreement without the prior written consent of WellSky and such consent shall not be unreasonably withheld.
- 12.5. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky’s employees or agents shall be deemed employees or agents of Client. Nothing in the Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.
- 12.6. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under the

Agreement shall be sufficient if sent by certified mail, return receipt requested, nationally recognized overnight courier, or email. The sender shall address all notices, requests, demands, or other communication to the recipient’s address as set forth on the first page of this Agreement, and in the case of WellSky to the attention of President and General Counsel, and in the case of Client to the attention of \_\_\_\_\_. Any email notices to WellSky must be sent to [contractnotices@wellsky.com](mailto:contractnotices@wellsky.com), and to Client at \_\_\_\_\_.

- 12.7. Severability. If any provision of the Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.
- 12.8. Entire Agreement; Amendment; Waiver. The Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of the Agreement. In the event of a conflict between this Master Agreement and an Order Form, the Master Agreement shall control. The Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. The Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.
- 12.9. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with the Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.
- 12.10. Publicity. WellSky may include the name of Client on its client list (orally or in print) for matter of reference and promotional purposes. Upon request, Client agrees to issue a press release or provide feedback, which may include case studies, articles or testimonials. The Parties agree that prior mutual written

consent is required for (i) news releases, case studies, and any articles or testimonials referencing the other Party and (ii) use of the other Party's marks, logos, and trademarks. WellSky may, with prior approval of Client (which will not be unreasonably withheld), publish and distribute any case study, article, or testimonial.

- 12.11. Purchase Orders; Acceptance of Quotes; Access. If Client submits its own terms which add to, vary from, or conflict with the terms herein in Client's acceptance of a price quotation or in a purchase order, or to WellSky's employees, agents, and/or contractors in the course of WellSky providing the Services, any such terms are of no force and effect and are superseded by the Agreement.
- 12.12. Governing Law. The Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the federal courts located solely in the State of Kansas.
- 12.13. Use of Advanced Technologies. Services and Third-Party Solutions may use and/or include Advanced Technologies. Such Advanced Technologies will create, generate, interpret, summarize, infer, transcribe, and/or predict results and will provide information, outputs, data, content, interpretations, inferences, records, recommendations, and/or guidance ("Results") to users of the software, products, and services provided by WellSky. Client's use of the Advanced Technologies and their Results is subject to WellSky's Advanced Technologies Policy, which can be found at <https://wellsky.com/advanced-technologies-policy/> or such other URL provided by WellSky.
- 12.14. Non-Solicitation. During the term of the Agreement and for a period of 1 year

thereafter, Client agrees not to hire, directly or indirectly, any employee or former employee of WellSky (in the prior 12 months) who provided development, implementation, or support services related to the Agreement, without obtaining WellSky's prior written consent.

- 12.15. Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. The Parties agree that this Master Agreement and any Order Form may be electronically signed. The Parties agree that the electronic signatures appearing on this Master Agreement and any Order Form are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.
- 12.16. Informal Dispute Resolution. The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, before either Party files a lawsuit for a breach of this Agreement (except in circumstances where a Party is seeking emergency injunctive relief) the Parties hereby agree to submit to the following resolution process: (i) the aggrieved Party shall provide the other Party written notice that dispute resolution is required with a detailed description of the issues causing the dispute; (ii) within 10 business days thereafter, both Parties will appoint a representative (who must be a Vice President or higher and have the authority to resolve disputes) and give notice to the other Party of the name and title of the representative; and (iii) within 10 business days thereafter the named representatives shall meet in person at Client's site with the sole purpose of resolving the issues causing the dispute. Neither Party shall be compensated for any time or expense related to the dispute resolution process.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Master Agreement as of the Effective Date.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT DEPARTMENT  
OF SOCIAL SERVICES:**

**WELLSKY CORPORATION:**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRINT NAME)

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(TITLE)

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(TITLE)

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(DATE)

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(DATE)

**EXHIBIT A**  
**DEFINITIONS**

- a. **“Advanced Technologies”** means artificial intelligence, machine learning, or other automated technologies provided by WellSky or used (or included) with any WellSky software, products, or services.
- b. **“Affiliate”** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- c. **“Ancillary Services”** means services to improve, expand, develop, and/or provision data, databases, products, or services related to, or to sustain the useful life of the Cloud Services or other products or services.
- d. **“Applicable Law”** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing, or validation of any of the Cloud Services, including validation requirements affecting Cloud Services.
- e. **“Cloud Services”** means the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) access and use of the WellSky hosted software and any Upgrades thereto, and (ii) support for Client in the operation of the Cloud Services as set forth in the Cloud Services Support Exhibit. “Cloud Services” does not include Professional Services.
- f. **“Confidential Information”** means any product-related information and pricing information that disclosing Party provides to receiving Party hereunder, including without limitation any information relating to product functionality, source code, object code, Documentation, product plans, operations, trade secrets, or use of the disclosing Party’s products will be considered confidential. Confidential Information shall also include all information that is marked as “confidential” or identified as “confidential” when disclosed by disclosing Party to receiving Party in tangible or intangible form. “Confidential Information” shall not include information (a) publicly available through no breach of the Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.
- g. **“Control”** over an Affiliate means ownership of at least 50% of such Affiliate or the right to determine management direction of such Affiliate.
- h. **“Documentation”** means the most recent documentation describing the interoperability and the functional operation of the Cloud Services.
- i. **“First Productive Use”** means the day Client begins using any part of the Cloud Services in a live production environment.
- j. **“Hardware”** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Client from WellSky.
- k. **“Order Form”** means a document executed by the Parties setting forth the Services, Hardware, and/or Third-Party Solutions being purchased by the Client, which may include the scope of use, pricing, payment terms, scope of services, and any other relevant terms, which will be a part of and be governed by the terms and conditions of the Agreement.
- l. **“Permitted User”** means an authorized user of Cloud Services or Third-Party Solutions as described in the applicable Order Form.
- m. **“Professional Services”** means, collectively, the implementation, installation, data conversion (including extraction), validation, training, or other services provided by WellSky under or in connection with the Agreement.
- n. **“Services”** means the Cloud Services and Professional Services set forth in an Order Form and any Ancillary Services.

**EXHIBIT A**  
**DEFINITIONS**

- o. **“Third-Party Solutions”** shall mean those third-party licensed software programs or software-as-a-service offerings identified in an Order Form.
  
- p. **“Upgrade”** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its clients who have current Cloud Services subscriptions. Upgrades do not include modules, features, or any necessary Professional Services, that WellSky prices and markets separately.
  
- q. **“Work Product”** means (i) any technology, documentation, software, procedures, designs, inventions, methodologies, techniques, discoveries, information, knowledge, know-how, show-how, benchmarks, algorithms, models, best practices, and works of authorship that are developed, conceived, or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Client (e.g., including all suggestions, recommendations, and ideas provided by Client) or its employees, Permitted Users, affiliates, or others, (ii) for all items set forth in (i), all United States and foreign patents issued or issuable, all copyrights and other rights in works of authorship, collections and arrangements of data, aggregated data, algorithms, models, databases, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and (iii) any division, continuation, modification, enhancement, derivative work, or license of any of the foregoing.