



1UNIT SITE LICENSE AGREEMENT

This 1Unit™ Site License Agreement (“Agreement”) by and between 1Unit, LLC (“1Unit”), a Georgia Limited Liability Company with a principal business address of 2970 Clairmont Road, Suite 655, Atlanta, GA 30329, and Hospital named on the executed 1Unit Order Form applies to and governs Hospital’s use of any and all 1Unit Services as that term is defined in this Agreement.

SECTION 1. DEFINITIONS

1.1 “**Accountable Care Unit**” or “**ACU™ Care Model**” means a geographic care area consistently responsible for the clinical service and cost outcome it produces.

1.2 “**Structured Interdisciplinary Bedside Rounds**” or “**SIBR® Rounds**” means a patient-centered, team-based model of hospital care designed to optimize the quality, safety, and experience of care for patients, families, and health professionals on a hospital unit.

1.3 “**1Unit Services**” means and includes the ACU Platform, Consulting Services, and any other services, content, and material 1Unit may provide Hospital from time-to-time.

1.4 “**ACU Platform**” means and includes project and change management resource(s), training and assessment material, and Performance Tracking related to the ACU care model and/or SIBR® Rounds. The ACU Platform may be made available online or in any form, format, or medium and includes any and all software, code, programs, apps, material, and content, including but not limited to any and all material and content related to the ACU Care Model and SIBR Rounds.

1.5 “**Performance Tracking**” means and includes any software, code, program, apps, Intellectual Property, or other resource, tools, or mechanisms regardless of form, format, or medium that facilitates providing Hospital and/or Hospital Personnel with real-time feedback of performance and/or provides Hospital and/or Hospital Personnel with individualized or aggregate information about performance.

1.6 “**Consulting Services**” means and includes any and all on-site or remote assistance provided by 1Unit to Hospital for the purpose of launching, sustaining, and spreading the ACU Care Model and/or conducting SIBR Rounds.

1.7 “**Hospital Personnel**” means and includes Hospital employees, agents, contractors, and any other personnel under the control of Hospital involved in launching, maintaining, and operating the ACU Care Model and/or conducting SIBR Rounds.

1.8 “**Intellectual Property**” means all current and future patents, patent applications (including, without limitation, all issuances, reissues, divisions, renewals, extensions, re-examinations, continuations, and

continuations-in-part), trade secrets, trademarks and service marks (and all goodwill associated therewith), copyrights, trade names, and all other intellectual property rights, whether arising under the laws of the United States or any other country, state, or jurisdiction, and registrations and applications for the foregoing.

1.9 “Hospital Feedback” means and includes ideas, responses, information, survey answers, opinions, or other information provided by Hospital to 1Unit about 1Unit Services that may be used to maintain, update, improve, or otherwise modify 1Unit Services.

1.10 “Term” shall mean the term set forth in the executed 1Unit Order Form.

SECTION 2. PAYMENT AND TAXES

2.1 Payment(s): Hospital shall pay 1Unit according to the amount(s) set forth in the 1Unit Order Form executed by Hospital. All payments to 1Unit shall be made in U.S. Dollars and are due within thirty (30) days from the date of invoicing. Any late payments may be subject to a finance charge.

2.2 Taxes: Hospital is responsible for all taxes due in any jurisdiction related to the purchase of 1Unit Services by Hospital. Should Hospital be obligated by law to withhold any Taxes on any payment(s) due 1Unit as set forth in the 1Unit Order Form, the payment(s) due 1Unit shall be increased such that after the withholding of the appropriate amount, 1Unit receives the payment(s) amount that would have been paid but for the Taxes withheld. If 1Unit has a legal obligation to pay or collect taxes for which Hospital is responsible under this Agreement, 1Unit will invoice Hospital unless Hospital provides 1Unit with a valid tax exemption certificate from the appropriate taxing authority.

SECTION 3. GRANT; LIMITATIONS ON USE; HOSPITAL RESPONSIBILITIES

3.1 Grant; Reservation of Rights: For the Term of this Agreement only, 1Unit grants to Hospital a license to use 1Unit Services only for the purpose(s) of launching, maintaining, and operating the ACU Care Model and/or conducting SIBR Rounds either on (a) one ward within a Hospital or (b) on any ward within a Hospital(s). Whether a license is limited to (a) one ward within a Hospital or (b) any ward within a Hospital(s) is set forth in the executed 1Unit Order Form and the use of 1Unit Services by Hospital in violation of the license granted herein shall be considered a breach of this Agreement. Except for the license granted in this section, all rights, titles, and interests in 1Unit Services are reserved by 1Unit.

3.2 Limitations on Use: The grant provided in Section 3.1 is further subject to the limitations in this Section 3.2. Hospital may make 1Unit Services available to Hospital Personnel only for the Term of this Agreement and only during the period of employment or other time of relevant engagement. Hospital shall not license, sublicense, sell, resell, assign, distribute, publish, transfer, allow to be transferred, or commercially exploit 1Unit Services, or otherwise make available 1Unit Services or copies thereof in whole or in part outside of Hospital or to any third-party who is not Hospital Personnel as defined herein. Hospital shall not make or cause to make any 1Unit Services, in whole or in part, available on the Internet or on any internal Intranet. Hospital may not change, modify, or otherwise alter 1Unit Services except for the sole purpose of creating customized variations thereof for Hospital use only to launch, maintain or operate the ACU Care Model and/or conduct SIBR Rounds at Hospital. Hospital agrees that all right, title, and interest in any such variations, including all Intellectual Property rights in such variations, are owned by 1Unit and Hospital hereby assigns all rights, titles, and interests in such variations (including the copyright) to 1Unit. Hospital, Hospital Personnel, or any Hospital employee(s), agent(s), contractor(s), or other personnel under the control of Hospital may not use 1Unit Services in any manner inconsistent with this Agreement and the rights granted herein.

3.3 Hospital Responsibilities: Hospital shall be responsible for any and all use of 1Unit Services by Hospital, Hospital Personnel, and other employee(s), agent(s), or other personnel under the control of Hospital, including complying with this Agreement, the 1Unit Order Form, 1Unit's Terms of Service, 1Unit's Privacy Policy and all federal, state, and local laws and regulations. 1Unit reserves the right to restrict access to and the use of 1Unit Services by Hospital Personnel and other employee(s), agents, or other personnel under the control of Hospital if such access or use violates this Agreement, the 1Unit Order Form, 1Unit's Terms of Service, 1Unit's Privacy Policy, or for any other purpose.

3.3.1 Passwords: The ACU Platform is password protected and requires login information. 1Unit will provide Hospital with passwords and other login information for Hospital Personnel. Hospital is responsible for Hospital Personnel taking all reasonable steps to protect and prevent the disclosure of passwords and other login information and to stop unauthorized person(s) from accessing the ACU Platform. Hospital shall notify 1Unit as soon as reasonably possible (but no later than seventy-two (72) hours) after Hospital becomes aware that password(s) or other login information has been compromised and/or has been made available to non-Hospital Personnel. Hospital and Hospital Personnel shall comply with any instructions concerning access to and use of the ACU Platform 1Unit may provide from time-to-time.

3.3.2 Forums: The ACU Platform may include forums or similar functionality to exchange information with 1Unit and other users of the ACU Platform. Hospital, on behalf of itself and Hospital Personnel, waives all privacy and confidentiality rights into any information shared, posted, or otherwise made available on the ACU Platform by Hospital or Hospital Personnel and grants to 1Unit a royalty free, perpetual, non-exclusive, worldwide license to use for any purpose any information or material Hospital Personnel post or otherwise make available on the ACU Platform.

SECTION 4. INTELLECTUAL PROPERTY

4.1 1Unit Intellectual Property: 1Unit retains all right, title, and interest in 1Unit Intellectual Property, including but not limited to 1Unit Services, and nothing in the 1Unit Order Form, this Agreement, or any other communication between 1Unit and Hospital shall be considered a transfer or conveyance of any such right, title, or interest in any 1Unit Intellectual Property, including but not limited to 1Unit Services. 1Unit's affiliates also retain all right, title, and interest in Intellectual Property owned, controlled, or administered by 1Unit's affiliates and nothing in the 1Unit Order Form, this Agreement, or any other communication between 1Unit and Hospital shall be considered a transfer or conveyance of any such right, title, or interest in any Intellectual Property owned, controlled, or administered by 1Unit's affiliates. Hospital agrees that Hospital, Hospital Personnel, or any Hospital employee(s) agent(s), contractor(s) or other personnel under the control of Hospital will not file applications for, registrations for, purchase domain names for, or otherwise exploit 1Unit Services, 1Unit Intellectual Property, or Intellectual Property owned, controlled, or administered by 1Unit's affiliates, in whole or in part, and will not challenge or contest 1Unit's ownership of 1Unit Intellectual Property including 1Unit Services in any forum in any jurisdiction or contest the ownership or control of Intellectual property owned, controlled, or administered by 1Unit's affiliates.

4.2 Trademarks: 1Unit is a trademark owned and controlled by 1Unit and may not be used without the express written permission of 1Unit. "ACU™" and "SIBR®" are trademarks and are controlled and administered by 1Unit and/or 1Unit's affiliates and may not be used without the express written permission of 1Unit and/or 1Unit's affiliates. Where any use of such marks is permitted by 1Unit and/or 1Unit's affiliates, all goodwill arising from such use shall inure, to the extent applicable, to the benefit of 1Unit and/or 1Unit's affiliates.

4.3 Hospital Feedback: Hospital may provide Hospital Feedback about Hospital's access to, use of, and overall benefit from 1Unit Services and Hospital hereby conveys and grants to 1Unit a worldwide, perpetual,

irrevocable, and royalty free license to use and incorporate Hospital Feedback into present or future 1Unit Services, including any present or future 1Unit Intellectual Property.

SECTION 5. TERM AND TERMINATION

5.1 Term: The Term of this Agreement shall begin as of the date of execution of the 1Unit Order Form and expire at the end of the Term set forth in the 1Unit Order Form unless terminated earlier by 1Unit.

5.2 Renewal Term: This Agreement will automatically renew for an additional term (“Renewal Term”) equal to the expiring Term as set forth in the 1Unit Order Form unless Hospital notifies 1Unit in writing that Hospital intends not renew the Agreement during the Renewal Period. The Renewal Period shall commence ninety (90) days prior to the end of the expiring Term.

5.3 Renewal Term Price: Price of 1Unit Services for any Renewal Term will be the same as during the expiring Term unless 1Unit gives Hospital written notice of the Renewal Term Price during the Renewal Period, in which case the Renewal Term Price shall take effect upon the beginning of the Renewal Term.

5.4 Termination: 1Unit may terminate this Agreement for any reason at any time, including breach of this Agreement by Hospital. Termination shall take effect according to any termination notice sent by 1Unit to Hospital. Upon termination, the grant of rights provided hereunder shall forever cease, and Hospital, if requested to do so by 1Unit, shall promptly return copies of all 1Unit Services to 1Unit at Hospital’s expense.

5.5 Survival: Sections 1, 2, 3.2, 4, 5, 6, 7, 8, and 9 shall survive expiration or termination of this Agreement.

SECTION 6. INDEMNIFICATION

Hospital shall defend, indemnify, and hold harmless 1Unit, its affiliates, heirs, successors, and assigns, including any officers, directors, employees, independent contractors, or agents of 1Unit, its affiliates, heirs, successors, and assigns from and against any claims, actions or demands arising out of this Agreement, Hospital’s performance or failure to perform under this Agreement or Hospital’s use, in whole or in part, of 1Unit Services or 1Unit Intellectual Property. Hospital’s indemnification obligations shall include but not be limited to any reasonable legal and other professional fees incurred as a result of any indemnification event arising hereunder.

SECTION 7. LIMITATION OF LIABILITY

1UNIT’S LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY HOSPITAL TO 1UNIT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL 1UNIT’S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR HOSPITAL’S USE OF 1UNIT SERVICES EXCEED THE TOTAL AMOUNT PAID BY HOSPITAL TO 1UNIT FOR 1UNIT SERVICES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT WILL 1UNIT HAVE ANY LIABILITY TO HOSPITAL FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF 1UNIT HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER AND LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

SECTION 8. DISCLAIMER OF WARRANTIES

1UNIT DOES NOT OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES WHICH HOSPITAL MAY OBTAIN FROM ACCESS TO OR USE OF 1UNIT SERVICES AND/OR 1UNIT INTELLECTUAL PROPERTY. 1UNIT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. 1UNIT SERVICES AND 1UNIT INTELLECTUAL PROPERTY ARE MADE AVAILABLE TO HOSPITAL "AS IS, WHERE IS" AND WITHOUT ANY WARRANTIES WHATSOEVER AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES, INCLUDING ANY REPRESENTATIONS OR GUARANTEES ABOUT THE UPTIME OR AVAILABILITY OF THE ACU PLATFORM. THIS DISCLAIMER OF WARRANTIES APPLIES REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY 1UNIT OR 1UNIT PERSONNEL TO HOSPITAL, HOSPITAL PERSONNEL, OR TO ANY THIRD PARTY PRIOR TO OR AFTER HOSPITAL AGREES TO BE BOUND BY THIS AGREEMENT.

SECTION 9. GENERAL PROVISIONS

9.1 Governing Law, Choice of Law and Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws principles. Any legal action brought to enforce this Agreement shall be filed in a court of competent jurisdiction in the state or federal courts of Fulton County, Georgia, and Hospital explicitly waives any right to argue such venue is inconvenient or constitutes an undue hardship or burden.

9.2 Assignment: 1Unit may, in its sole discretion, grant, transfer, convey or otherwise assign any and all of its rights and obligations under this Agreement. The rights and obligations in this Agreement shall be binding upon and inure to the benefit of 1Unit and 1Unit's heirs, successors, and assigns. Hospital may assign this Agreement upon thirty (30) days written notice to 1Unit.

9.3 Waiver: 1Unit's waiver of a breach of any provision of this Agreement by Hospital shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

9.4 Relationship of the Parties: This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between 1Unit and Hospital.

9.5 Third-Party Beneficiaries: This Agreement shall not confer any rights or remedies upon any person other than Hospital and 1Unit and 1Unit's affiliates, heirs, successors, and assigns.

9.6 Severability: 1Unit and Hospital agree that if any provision of this Agreement, or any portion thereof, shall be held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated in any manner.

9.7 ACU Platform Availability and Force Majeure: 1Unit will use commercially reasonable efforts to make the ACU Platform available at all times, except for planned downtime for maintenance and/or other reasons provided to Hospital from time-to-time, and circumstances beyond 1Unit's reasonable control, including an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet or other communication service provider failure delay, or any cybercrime or cyber-attack.

9.8 Entire Agreement: This Agreement includes the 1Unit Order Form and supersedes any and all agreements previously made between 1Unit and Hospital or between 1Unit's affiliates relating to Accountable Care Units and Structured Interdisciplinary Bedside Rounds.

This 1Unit Site License Agreement is effective as of November 1, 2015 and can be downloaded from <http://www.1unit.com/agreement>