

## Additional Terms

### SIEMENS HEALTHINEERS MEDICALIS CDS with EPIC

These additional terms (“Additional Terms”) are specific to the Siemens Healthineers integration with and are incorporated as part of the applicable Siemens Healthineers Healthcare IT Agreement (“Agreement”). By ordering, accessing or using the Allscripts Interface, Customer agrees to these additional terms. In the event of a conflict, these additional terms prevail over the Agreement.

#### 1. Definitions.

- 1.1. **“Application” or “App”** means an integration of a specific version of Clinical Decision Support and Epic Software that Epic, in its sole discretion, has approved to be used in conjunction with the Epic Software licensed by such Customer.
- 1.2. **“Customer”** is an end-user organization (and its associated authorized users) that (a) has duly licensed the associated Epic Software from Epic or Epic’s Owned Entities and (b) has an active support contract for such Epic Software from Epic or Epic’s Owned Entities.
- 1.3. **“Siemens Healthineers”** is Siemens Medical Solutions USA, Inc.

**2. Parties to the App License Agreement.** Siemens Healthineers and Customer acknowledge that the Agreement is between Siemens Healthineers and Customer only, and it is not an agreement with Epic. Siemens Healthineers, not Epic, is solely responsible for the Application(s).

**3. App Contact, Maintenance, and Support.** Siemens Healthineers is solely responsible for any maintenance and support with respect to the Application(s). Siemens Healthineers and Customer acknowledge that Epic is not under an obligation to provide any maintenance or support services related to the Application(s). Customer acknowledges that, if upon mutual agreement Epic chooses to provide any maintenance or support services connected to the Application(s), Epic may charge its then current fees for such maintenance and support to Customer.

**4. Warranties.** Epic has no obligations in connection with a warranty for the Application(s). All Claims related thereto will be Siemens Healthineers’ sole responsibility. Without limiting Epic’s other remedies, Siemens’ failure to comport with any warranty provided in the Agreement between Siemens Healthineers and Customer may result in Epic removing some or all of the Application(s) from App Orchard, in Epic’s sole discretion.

**5. Claims related to Siemens App.** Siemens Healthineers and Customer acknowledge that Epic bears no responsibility for any claims of the Customer or any third party arising out of or relating to the Application(s), including but not limited to claims alleging product liability, errors in the Application(s) (including but not limited to corruption of data), breach of PHI, hacking or cyberattack which used or involved the Application(s) in any way, claims that the Application(s) failed to conform to any applicable legal or regulatory requirement, claims involving any violations of consumer protection laws, claims that the Application(s) interfered with or could interfere with the safety or security of the Epic Software or the Application(s) otherwise endangered patient safety or security, claims that the Application(s) caused service interruptions, claims that the Application(s) provided any misleading or inaccurate information to a user, claims that the Application(s) caused performance degradation, claims that the Application(s) was used as a vector for the introduction of viruses or malware into the Epic Software, a user device, or otherwise, claims that the Application(s) introduced or otherwise caused a security vulnerability in the Epic Software or a Customer’s network.

**6. Third-Party Beneficiary.** Epic and Epic’s Owned Entities are hereby third-party beneficiaries to this Agreement and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if each were a party hereto.

**7. Audit.** During the term of this Agreement, Customer may conduct an audit of Siemens Healthineers’ compliance with the Epic App Orchard Licensing Requirements. Such audit shall be on a date mutually agreed upon by Siemens Healthineers and Customer, but in no event is Siemens required to agree to a date which is earlier than sixty (60) days from the date of Customer’s notice to Siemens Healthineers. Such audit shall be at Customer’s sole expense except in the event such audit determines Siemens’ non-compliance with Epic licensing requirements in which case Siemens Healthineers will reimburse the reasonable costs of such audit.