

## NantHealth eviti | Advisor Enterprise Edition Services Agreement

**THIS eviti | ADVISOR ENTERPRISE EDITION SERVICES AGREEMENT (“AGREEMENT”) IS AND SHALL BE APPLICABLE WITH RESPECT TO YOUR USE OF THE eviti | ADVISOR ENTERPRISE EDITION SOLUTION (“eviti SOLUTION”) MADE AVAILABLE TO YOU (THE “CUSTOMER”) BY NANT HEALTH, LLC (“NANTHEALTH”) VIA ALTERA (“RESELLER”). THIS AGREEMENT IS INCORPORATED AND A PART OF CUSTOMER’S AGREEMENT WITH RESELLER (THE “CUSTOMER AGREEMENT”). CUSTOMER ACKNOWLEDGES THAT NANTHEALTH IS A THIRD PARTY BENEFICIARY OF SUCH CUSTOMER AGREEMENT IN RELATION TO THE eviti SOLUTION AND, IN ADDITION TO THIS AGREEMENT, IS ENTITLED TO ENFORCE ITS TERMS DIRECTLY.**

**BY ACCESSING OR USING THE eviti SOLUTION, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH RESPECT THERETO. IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH HEREIN, THEN DO NOT ACCESS OR USE THE eviti SOLUTION.**

1. Agreement Composition: This Agreement is comprised of the following terms and conditions and the eviti Terms of Use posted on the eviti ADVISOR Enterprise Edition service (currently located at <https://connect.eviti.com/evitiAdvisor/Default.aspx>) (the “**eviti Terms of Use**”), which are hereby incorporated by reference and made part of this Agreement. Further, in the event of any inconsistency between this Agreement and the Customer Agreement, this Agreement shall control.

2. Term: This Agreement will begin on the date that you execute or otherwise consent to this Agreement (which may be through your first access or use of the eviti Solution, the “**Effective Date**”) and shall continue until expiration of the three (3) year period following the first day of the first full calendar month after the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless and until terminated by Customer or NantHealth upon sixty (60) days’ prior written notice.

3. Standard Configuration. The eviti Solution will be made available to Customer under NantHealth’s standard configuration, which consists of: (i) Customer’s institutional preferences for breast, lung, colorectal, prostate, and ovarian being displayed first before other evidence based regimens in the display list; (ii) Customer’s current preferred regimens will be mapped to the eviti library based on an analysis conducted by the eviti medical office/library content team and Customer and (iii) the eviti clinical trials database will be configured to display Customer institutional trials first (if any) and then all other clinical trials based on user search criteria.

4. Configuration Changes. Customer acknowledges and agrees that any changes to NantHealth’s standard configuration for the eviti Solution (including, without limitation, new or changed preferences, regimen additions or modifications and unique functionality) are subject to the parties’ negotiation of mutually agreeable statement(s) work (each an “SOW”) covering development, implementation and configuration services for such changes (including associated fees, which fees may include both one-time services fees and an increase to one or more fees provided below).

5. Training. NantHealth will provide (i) reasonable registration, login and platform use training to users either via WebEx or onsite (not to exceed 2 days), provided that Customer shall reimburse all reasonable travel and out-of-pocket expenses incurred by NantHealth in providing onsite training and (ii) email support during the regular business hours of NantHealth’s eviti business unit. Additional training shall be subject to additional fees and the parties’ negotiation of mutually agreeable SOW.

6. Reporting. NantHealth will provide Customer with activity reports regarding use of the eviti Solution (in the aggregate and by facility) on a quarterly basis for the following metrics:

- Total number of users
- Total number of treatment plans saved
- Total number of patients
- Total number of preferred regimens by prescribing physician
- Total number of regimens indicating a deviation from standard of care by practice/facility by physician
- Total number of regimens per user
- Total number of saved regimens by practice/facility
- Total number of preferred regimens saved by practice/facility
- Total number of preferred regimens saved by physician within a practice/facility
- Total number of clinical trials saved
- Total number of clinical trials saved by practice/facility
- Total number of clinical trials saved by physician/facility

- Excel spreadsheet with detail of all regimens or clinical trials saved by user and practice
- eviti support activity report summary

7. Fees and Payment. Customer acknowledges that Reseller shall conduct billing and collection activities for all fees hereunder.

a. General Fees. In consideration for the right to access and use eviti Solution, Customer will pay the following to NantHealth's Reseller:

- A one-time, up-front access fee, to be invoiced on the Effective Date, for a standard configuration equal to the greater of (i) \$5,000 or (ii) an amount equal to the total monthly per use fees noted below for a full calendar month.
- A per user, per month fee in the amount quoted by Reseller in writing, payable on an annual, up-front basis. Reseller may invoice Customer per user fees for the first year upon execution/acceptance of this Agreement and annually thereafter (each such year is a "Service Year"). Additional users can be added/set up in cooperation with NantHealth and additional user fees shall be invoiced and paid as they are added, and the initial invoice for such fees shall be prorated based on the number of months remaining in the then-current Service Year, rounded up to the next whole number.
- If Customer uses the eviti Solution for reimbursement purposes, \$700 per treatment plan processed, provided that this fee shall be waived for individual transactions where NantHealth is contracted with the applicable payor.

b. Configuration/Professional Service Fees. As compensation for performing configuration and other professional services under an SOW, Customer shall pay Reseller professional service fees on a time and materials basis at the rates specified in the SOW, billed monthly, unless otherwise provided in the applicable SOW. Customer further agrees to reimburse all reasonable travel and out-of-pocket expenses incurred by NantHealth (if any) in providing such services.

c. Taxes. All amounts payable pursuant to this Agreement, including under any SOW are (i) exclusive of any sales or use taxes, value added tax (VAT), goods and services tax (GST), or any and all similar taxes or legally imposed fees, duties, or contributions based upon such amounts, all of which are the sole responsibility of Client and (ii) reflect the net cash payable to Reseller, net of any and all taxes, levies or withholdings of any nature. If Customer is required under the laws of Customer's legal country of domicile to deduct or withhold any taxes, levies, imposts, fees, assessments, deductions or charges from or in respect of any amounts payable hereunder and Reseller is unable to utilize such deduction or withholding as a credit against U.S. taxes (or taxes of any other applicable jurisdiction) under income tax treaty provisions, if any, by and between Reseller's and Customer's respective legal countries of domicile, then (a) Customer shall pay the relevant taxation authority the minimum amounts necessary to comply with the applicable law, (b) Customer shall make such payment prior to the date on which interest or penalty is attached thereto and shall provide Reseller with an official receipt evidencing payment of the withheld tax to the proper tax authorities (which receipt must be provided to Reseller within 10 days after payment by Customer of the withheld tax to the tax authorities), and (c) the amounts payable hereunder shall be increased as may be necessary so that after Customer makes all required deductions or withholdings, Reseller shall receive amounts equal to the amounts it would have received had no such deductions or withholdings been required. Customer is not responsible for any taxes based upon the net income of NantHealth, Reseller or its employees.

d. Invoices. Customer shall pay all amounts due under this Agreement upon receipt of each applicable invoice from Reseller. Any amounts that remain unpaid for 30 days after the date of the applicable invoice will bear interest from the invoice date until the date payment is received by Reseller at a rate that is the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law. All payments made under this Agreement are nonrefundable, except as specifically provided to the contrary in this Agreement.

8. Promotional Cooperation. NantHealth may (i) use Customer's name and logo in advertising, marketing and promotional materials (including NantHealth's websites) in connection with a description of Customer's use of the eviti Solution and/or a list of NantHealth's customers/partners; and (ii) prepare and issue publicly disseminated case studies and similar documents, with Customer's cooperation, regarding Customer's use of the eviti Solution and outcomes achieved. All use of Customer's marks shall inure to the benefit of Customer and shall be subject to the prior written approval of Customer (which shall not be unreasonably withheld). NantHealth shall submit samples of materials it proposes to use bearing Customer's mark(s) for review reasonably in advance of anticipated use. NantHealth agrees not to use or attempt to register any reproduction, counterfeit, copy or colorable imitation of Customer's marks in connection with any business or other activity or in the promotion thereof, or any other mark which is likely to cause confusion, mistake or deception, or which is likely to dilute Customer's rights in and to its marks.