



STATE OF NEW HAMPSHIRE 19 - 6/17/26
DEPARTMENT OF INFORMATION TECHNOLOGY



27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, Commissioner

May 20, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a Sole Source Retroactive support and maintenance renewal with Solventum Health Information Systems, LLC (VC#519621), Dallas, TX, in an amount up to and not to exceed \$212,092.65 for the Codefinder Software System, effective upon Governor and Executive Council approval for the period of February 22, 2026, through February 21, 2031, 100% Other Funds (Inter-Agency Funds).

Funds are available in the following accounts for SFY 2026, SFY 2027, SFY 2028, SFY 2029, and SFY 2030 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

Table with 7 columns: CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #-, SFY 26, SFY 27, SFY 28, SFY 29, SFY 30, Total. Row 1: 01-03-03-030010-76950000 - Information Technology Department - 038-500175-Technology Software, \$38,383.43, \$40,302.60, \$42,317.72, \$44,433.61, \$46,655.29, \$212,092.65

EXPLANATION

This request is Retroactive to February 21, 2026, due to the extended procurement process and recent changes in applicable rules and requirements, which delayed the timeline beyond the originally planned period for contract continuation. The request is being submitted as a Sole Source procurement because the solution is proprietary and was not competitively bid. As the total amount exceeds \$100,000, it must go before Governor and Council in accordance with MOP 150, which requires G&C approval for all contracts over \$100,000 that are not fully competitively bid.

Prior to April 2024, DoIT processed this agreement with 3M as a software package under the State's existing 3M contract. The solution is no longer software-based, and Solventum Health Information Systems, Inc., which has since merged with 3M, and is now the exclusive vendor for the Medicare fiscal intermediary grouper system. Unlike other grouper products, the Solventum-3M system includes built-in re-sequencing logic that automatically prioritizes secondary diagnoses that affect reimbursement. This ensures the State consistently receives the maximum reimbursement for which it is eligible.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
May 20, 2026
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New Hampshire Hospital (NHH) has been utilizing the 3M Coding and Reimbursement System for over 20 years. In January of 2005, the Psychiatric Facility Prospective Payment System (IPF-PPS) was implemented. Prior to January 1, 2005, inpatient psychiatric services were reimbursed solely on a per diem basis. Under PPS, reimbursement remains per diem based, however the per diem rate drops and adjustments now apply. One of those adjustments is dependent on Diagnosis Related Groups (DRG). Another is dependent upon whether the patient has had certain procedures, particularly electroconvulsive therapy (ECTs). There is a separate and additional reimbursement for each ECT the patient receives. Other procedures such as renal dialysis, chemotherapy or radiation therapy will also change the DRG adjustment.

Calculating the DRG is a complicated process utilizing ICD-10-CM diagnosis and procedure coding. Calculation of the appropriate DRG is contingent on the diagnosis and procedures coded, the age of the patient, gender and whether the patient has certain complications or comorbid (cc's) conditions. The matrix involved in arriving at the appropriate DRG is complex to the point that it is both time-consuming and questionably accurate to attempt grouping without using a software program.

The system provides NHH with significant operational and financial advantages by enabling comprehensive analysis of coded data prior to PPS calculation and prompting coders to ensure all diagnoses and procedures are fully captured. It enhances reimbursement accuracy through automated reorganization of diagnosis codes, ensuring that Complication/Comorbidity designations affecting DRG assignment are correctly prioritized. The automated DRG grouping functionality supports accurate and optimized reimbursement, while advance calculation of PPS reimbursement allows for improved claim accuracy before submission. Additionally, the encoder software increases coding productivity and accuracy, resulting in the consistent submission of clean claims with minimal rework. The system also enables verification of expected versus actual reimbursement and serves as a reliable benchmark for anticipated Medicare revenue, supporting more accurate financial projections.

Area served: Statewide

Source of Funds: Source of funds is 100% Other Funds from inter-agency fund transfers

Respectfully Submitted,



Denis C. Goulet
Commissioner/CIO
Department of Information Technology

DG/lmr
RID #99414

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.



DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 05/01/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES


| | |
|--|--|
| Requester: Christopher Lewis | Agency: Dept of Information Technology & the Dept of Health and Human Service+ |
| Commodity: Software Subscription | Vendor: Solventum Health Info Systems V#519621 |
| RFB/RFP/RFQ (if applicable) RQ257532 | Contract: N/A |
| Est. Amount: \$38,383.43 | |

IN ACCORDANCE WITH RSA 21-I:11, I(2)(B), IT IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

Department of Information Technology and Department of Health and Human Services are requesting waiver for sole source procurement of FY26 renewal of Codefinder software from Solventum Health Information Services which assists in processing of medicare payments for New Hampshire Hospital. This software has been utilized for 14 years and is used by the Federal Medicare system for review of diagnoses and procedures, and applies a mathematical algorithm for determining reimbursement. Solventum is the sole source provider of Solventum Codefinder for Windows. The FY26 total purchase cost is \$38,383.43, for a retroactive start date of February 22, 2026.


This waiver is contingent upon Governor & Executive Council approval.

SUBMITTED FOR ACCEPTANCE BY:

CET  Digitally signed by Mathew.T.Stanton@das.nh.gov Date: 2026.05.12 13:52:44 -04'00'

PA / ADMIN / DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

 Digitally signed by Gary S.Lunetta Date: 2026.05.12 14:51:30 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
 THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
 REVISED STATUTES, ANNOTATED 21-I:14, XII.

 5.18.26

CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES

PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.
 Immediately report any open records request to Solventum for an opportunity to object in accordance with Section 4.4 of the Agreement.

SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

- Term.** The License Term of this Schedule begins on the earlier of (i) the first License Start Date or (ii) **February 22, 2026** and continues for **five (5)** years from the date identified in (ii) ("Initial Term") and shall automatically terminate. The anniversary of the Annual Billing Cycle date for this Schedule is **February 22nd** of each year. Subject to the following sentence, License fee increases, if any, for years 2 through 5 of the Initial Term shall not exceed five percent (5%) of the license fee paid in the immediately preceding year. However, notwithstanding anything to the contrary in the Agreement, for **Coding Cloud Hosting** then, License fee increases for years 2 through 5 of the Initial Term shall be five percent (5%) increase over the license fee paid in the immediately preceding year.
- Itemized Schedule of Solventum Products below:**

| S/O ITEM | CPU ACTION | SKU | AUTHORIZED SITE PRODUCT DESCRIPTION | SITE TYPE | TOTAL 1 ST YR ANNUAL & ONE TIME FEE |
|-----------------------|------------|----------------------|---|------------------------|--|
| 408623 | WFR | ---- | NEW HAMPSHIRE HOSPITAL--36 CLINTON ST, CONCORD, NH , HI2120076 | Install/Access Site | |
| 1. | Existing | CODEF | Codefinder Software | | \$11,643.53 |
| 2. | Existing | CODING CLOUD HOSTING | Coding Cloud Hosting ¹ | | \$18,653.25 |
| 3. | Existing | IPF-DRG | Inpatient Psychiatric DRGfinder | | \$3,741.33 |
| 4. | Existing | IPF-RCS | Inpatient Psychiatric Reimbursement | | \$4,345.32 |
| SITE SUBTOTAL: | | | | | \$38,383.43 |

The License Start Date for the above products begins on February 22, 2026.

FEE SUMMARY:

| | |
|--|--------------------|
| ANNUAL SOFTWARE LICENSE & SUPPORT FEES: | \$38,383.43 |
| *TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: | \$0.00 |
| TOTAL THIS SCHEDULE: | \$38,383.43 |

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2026, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule, with written notice to the Client, in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, with written notice to the Client and only after engaging in negotiations under Section 9.9 of the Agreement, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule according to the termination provisions of the Agreement.

I&T = Implementation and Training PI = Phone Installed CI = Client Installed

¹ The above pricing for Coding Cloud Hosting is up to sixty (60) users. Client will notify Solventum if Client needs are greater than 60 users for Coding Cloud Hosting. Solventum may review user count annually and may increase the tier price if Client's users go over sixty (60) with written notice to the Client.



Health Information Systems, Inc.
575 West Murray Blvd.
Murray, UT 84123
USA

June 19, 2025

New Hampshire Hospital
36 Clinton Street
Concord, NH 03301

To Whom It May Concern,

Solventum Health Information Systems, Inc. ("Solventum"), is the sole source provider of the stand-a-lone version of the following Solventum software products:

Solventum™ Codefinder™ for Windows

Solventum™ Inpatient Psychiatric DRGfinder

Solventum™ Inpatient Psychiatric Reimbursement Calculation Software

This Solventum software is exclusively marketed, installed, and supported by Solventum. Solventum provides the training, documentation and implementation services related to the Solventum Software listed above.

If you have questions, please contact your Solventum Contract Coordinator, Courtney Hartline Puskar at cmpuskar@mmm.com.

Sincerely,

A handwritten signature in black ink that reads 'John C. Mathison' with a small 'Des' written above the 's'.

John C. Mathison

Director, SHIS Operations

Solventum Health Information Systems, Inc.

CSID: **2120076**



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER
BUREAU OF INFORMATION SERVICES

Lori A. Weaver
 Commissioner

Ernest G. Gillan
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9404 1-800-852-3345 Ext. 9404
 Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 3, 2025

Department of Administrative Services
 25 Capitol Street
 Concord, NH 03301

Re: Solvntum Cloud Hosting for Codefinder: 5-year term


Solvntum Cloud Hosting, a mission critical application used by New Hampshire Hospital to manage patient care and help ensure all services meet payer-specific criteria before submission, will be renewed for a 5-year term for FY26 through FY30 rather than the customary 1-year term. Renewing for 5-years will lock in current savings and provide the following services.

- Provides comprehensive Coding Reference Software and Medical Necessity Dictionaries that are tightly integrated with diagnostic and procedural code sets. Thus, reducing denials and improving revenue cycle performance.
- Solvntum includes access to AHA Coding Clinic & AMA CPT Assistant for official coding guidance and Clinical Pharmacology Drug Reference for drug interactions and adverse effects, thus supporting patient safety.
- Table of Savings to be recognized:

| | 3-Year Term | 5-Year Term | 5-year Savings |
|--------------|---------------------|---------------------|---------------------|
| FY26* | \$40,403.61 | \$38,383.43 | \$ 2,020.18 |
| FY27 | \$42,423.79 | \$40,302.60 | \$ 2,121.19 |
| FY28 | \$44,544.98 | \$42,317.73 | \$ 2,227.25 |
| FY29 | \$46,772.23 | \$44,433.62 | \$ 2,338.61 |
| FY30 | \$49,110.84 | \$46,655.30 | \$ 2,455.54 |
| TOTAL | \$223,255.45 | \$212,092.68 | \$ 11,162.77 |

Sincerely,

Recoverable Signature

X 

Signed by: Ernest Gillan

Ernest Gillan
 Director



Health Information Systems, Inc.
575 West Murray Blvd.
Murray, UT 84123
USA

June 19, 2025

New Hampshire Hospital
36 Clinton Street
Concord, NH 03301

To Whom It May Concern,

Solventum Health Information Systems, Inc. ("Solventum"), is the sole source provider of the stand-a-lone version of the following Solventum software products:

Solventum™ Codefinder™ for Windows

Solventum™ Inpatient Psychiatric DRGfinder

Solventum™ Inpatient Psychiatric Reimbursement Calculation Software

This Solventum software is exclusively marketed, installed, and supported by Solventum. Solventum provides the training, documentation and implementation services related to the Solventum Software listed above.

If you have questions, please contact your Solventum Contract Coordinator, Courtney Hartline Puskar at cmpuskar@mmm.com.

Sincerely,

A handwritten signature in blue ink that reads 'John C. Mathison'. There is a small blue mark above the 'n' in 'Mathison'.

John C. Mathison

Director, SHIS Operations

Solventum Health Information Systems, Inc.

CSID: **2120076**



MASTER SOFTWARE AND SERVICES AGREEMENT

SIGNATURE PAGE

THIS MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **New Hampshire Hospital** ("Client") with offices at **36 Clinton Street, Concord, NH 03301-2359** (collectively the "Parties" or individually the "Party") shall be effective as of the last date signed (the "Effective Date"). This MSSA will be attached to the PO Terms, defined hereinbelow, as Exhibit A.

The Parties acknowledge that the Master Software and Services Agreement listed below, entered into by and between the Parties, with an effective date of March 4, 2021, and all subsequent amendments to it, shall be terminated upon the Effective Date of this Agreement.

| DESCRIPTION OF AGREEMENT | DATED | AGREEMENT NUMBER (IF APPLICABLE) |
|--|---------------|----------------------------------|
| Master Software and Services Agreement | March 4, 2021 | O27600-21 |

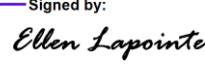
| | |
|--|--|
| REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO: Solventum Health Information Systems, Inc. LBX #: 844394 PO Box 844394 Dallas, TX 75284-3398 | ACH AND WIRE TRANSFERS TO: JPMorganChase 1 Chase Manhattan Plaza New York NY 10081 Beneficiary A/C Name: Solventum Health Information Systems, Inc. <div style="background-color: black; width: 200px; height: 20px; margin-top: 5px;"></div> |
|--|--|

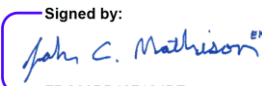
| | |
|--|--|
| WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO: New Hampshire Hospital 36 Clinton Street Concord, NH, 03301-2359 Attention: Email Address: | Solventum Health Information Systems, Inc. 575 West Murray Boulevard Murray, UT 84123-4611 Attention: Pricing and Contract Director With copy to: 2510 Conway Avenue St. Paul, Minnesota 55144-1000 Attn: Solventum Legal Affairs |
|--|--|

To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

NEW HAMPSHIRE HOSPITAL

SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.

Signed by:

 BY: Ellen Lapointe
46806801F0E8428...
 NAME: Ellen Lapointe
 TITLE: Chief Executive Officer
 DATE: 4/23/2026

Signed by:

 BY: John C. Mathison
EDC93BB437184BF
 NAME: John C. Mathison
 TITLE: HIS Operations
 DATE: 4/23/2026

Please email a purchase order in the amount of **\$38,383.43**, this signed Agreement and applicable Tax-Exempt forms to:
hiscontractsubmission@solventum.com

| ISSUE DATE / BY: | GPO: | BATCH NUMBER: | CLIENT SITE ID: | AGREEMENT NUMBER: | CLIENT EMR: | |
|--------------------|--------------|---------------|-----------------|-------------------|-------------|--|
| 01/13/26 CW | ***** | 052746 | 2120076 | 052746-26 | | |
| REVISION DATE/BY: | VERSION: | | | | CMR No: | |
| 2/9/26 MN | 1.0.0 | | | | ***** | |

GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

1.1. **"Solventum Information"** means all items, information, and data (technical and non-technical and tangible and intangible), provided by Solventum or Solventum Personnel, any Solventum Product, Deliverables or Results of a Solventum Product(s) in connection with this Agreement, and any ideas, input, and feedback provided by Client to Solventum regarding Solventum's product portfolio.

1.2. **"Solventum Personnel"** means Solventum's employees, agents, contractors, and subcontractors.

1.3. **"Solventum Product"** means any item listed on a Schedule.

1.4. **"Agreement"** means the General Terms and Conditions, and all exhibits, Appendices, Schedules, SOW's, and other attachments.

1.5. **"Appendix"** means the document so titled, attached to the Agreement and includes terms and conditions unique to a class of Solventum Products.

1.6. **"Authorized Site"** means an entity that meets the requirements of Section 2.2.

1.7. **"Authorized User"** means an Authorized Site's employees and contingent workers (individuals hired by Client through a temporary staffing agency for a period not to exceed twelve months that supplements Client's employee workforce or serves as a temporary replacement of an employee position, and Client is responsible for the training and day-to-day direction of the individual) and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician).

1.8. **"Client Applications"** means Client developed software.

1.9. **"Client Data"** means all information provided by Client to Solventum under this Agreement.

1.10. **"Client Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites.

1.11. **"Client Portal"** means any proprietary secure electronic gateway provided by Solventum to a collection of digital files, Consulting Services, Deliverables, Results, and other information accessible over the internet through a web browser.

1.12. **"Consulting Services"** means services identified on a Schedule attached to the Consulting Services Appendix.

1.13. **"Deliverables"** or **"Results"** means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, methodologies, Software output or other work product that Solventum delivers to Client or may make available to Client through the use of a Solventum Product.

1.14. **"Documents"** means written reference, technical and hardware specifications, and operations and/or user manuals for Solventum Products.

1.15. **"Implementation and Training"** or **"I&T"** means implementation (installation) and training services for a specific Solventum Product.

1.16. **"Interface"** means enabling the communication between a non-Solventum Product and a Solventum Product.

1.17. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including but not limited to registered or unregistered copyrights, trade secrets, patents, patent applications, designs, know-how, registered or unregistered trademarks and service marks, and trade names.

1.18. **"License Start Date"** or **"Go-Live"** means with respect to: (a) Software to be installed on Solventum equipment or by Solventum on Client Equipment - the date on which Solventum has completed all I&T tasks and the respective module(s) of Software are made available to Client for productive use; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation).

1.19. **"PO Terms"** means the New Hampshire Department of Administrative Services ("NH DAS") Purchase Order Contract Terms and Conditions, a current version of which is attached hereto as Exhibit E.

1.20. **"Schedule"** means the document so titled and attached to the respective Appendix, which lists each Solventum Product to be provided, the Authorized Site(s), and the associated fees.

1.21. **"Services"** means Implementation and Training, Support Services, or Consulting Services.

1.22. **"Software"** means any and all (a) Solventum owned computer program(s) with incorporated Third-Party Content, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form

and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases, software implementations of algorithms, software tool sets, software models, including SaaS, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, which are licensed under this Agreement and are identified on the applicable Schedule.

1.23. "Software as a Service" or "SaaS" means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.

1.24. "Support Services" means Solventum's maintenance and support of Solventum Products as further defined in Section 3.1.3.

1.25. "SOW" means a statement of work or scope of work document so titled that describes the Solventum Product and sets forth project specific details.

1.26. "Territory" means the United States of America, its territories and protectorates.

1.27. "Third-Party Content" means all non-Solventum owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by Solventum for use in combination with the Solventum Product.

1.28. "Update" means a modification to Software provided by Solventum to each customer licensing the Software without an additional or increased fee.

1.29. "Use Rights" means the limited rights to specific Solventum Information granted by Solventum.

2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. Ownership. Solventum, and its suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the Solventum Information. Client obtains no ownership interest in the Solventum Product or Solventum Information by virtue of providing Solventum with Client Data under this Agreement.

2.2. Authorized Site. A facility is an Authorized Site if it is (a) Controlled by Client, and (b) has been added to the applicable Schedule. "Controlled" means Client possessing more than fifty percent (50%) of the voting stock or similar ownership interest. The Controlled requirement may be waived by Solventum on a facility-by-facility basis. Any facility that does not meet the definition of Control above, may be added as a managed site at Solventum's discretion.

2.2.1. "Access Site" means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an "ACCESS" site.

2.2.2. "Host Site" means a Third-Party Contractor authorized by Solventum to host the Software on behalf of Client and is identified on the applicable Schedule as a "HOST" site.

2.2.3. "Install Site" means the Authorized Site's physical location where the Software has been installed and which is listed on the applicable Schedule as an "INSTALL" site.

2.3. Use Rights. Use Rights to Solventum Information are found in the applicable Appendix and are specific to the Solventum Product(s) added to the applicable Appendices Schedule(s). Any Use Rights not explicitly granted in this Agreement are reserved by Solventum.

2.4. Restrictions. Including any additional Restrictions on the applicable Appendices, the Use Rights granted in this Agreement do not permit access or use of Solventum Information in any manner not specifically authorized in this Agreement. Client shall not, and shall not permit Authorized Users to:

- (a) download, attempt to download, or make extra copies of the Solventum Information, provided however, Client may make: (i) one (1) copy of the Software (non SaaS) for archival purposes and such number of backup copies of the Software (non SaaS) and/or Results as are consistent with Client's normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder;
- (b) sublicense, lease, lend, transfer, redistribute, or permit any third-party to have access to, or the use of, the Solventum Information;
- (c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under the applicable Schedule, including using the Software or Results in a service bureau or any other manner to provide a service or analytics for a third-party;

- (d) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in any Solventum Information;
- (e) create derivative works based upon Solventum Information;
- (f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software, Support Portal (as defined in Section 3.1.3), Client Portal, or the servers or networks which are connected to such;
- (g) remove the Software (non SaaS) from the installation site without Solventum's written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software (non SaaS) to be inoperative, Client may use the Software (non SaaS) on alternate Client Equipment if Client promptly notifies Solventum in writing of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and certify in writing to Solventum such deletion is complete);
- (h) modify or otherwise alter the Solventum Information;
- (i) remove the trademarks, trade names or any notice of Solventum or Solventum's suppliers from any Solventum information;
- (j) use, allow access to, or distribute Results or Deliverables that is not permitted in the applicable Appendix;
- (k) create or offer a "wrapper," which is software that hides the underlying Software or Client Portal by any means;
- (l) use or access any Solventum Information combined with data from a third-party for the purpose of benchmarking or data analytics.

2.5. Third-Party Access to or Use of Solventum Information. Client is prohibited from providing or allowing a third-party to view, use, execute, or display Solventum Information, or create and/or maintain an Interface using Solventum Information, unless the third-party has executed a Solventum prepared confidentiality license agreement and is listed as a limited license Authorized Site on the applicable Schedule.

2.6. Suspension. Solventum may temporarily suspend portions of its performance in the event (a) of a denial of service attack or other attack on the Software; (b) Solventum determines there is a reasonable likelihood of risk to Solventum, Solventum Products, or Solventum customers if performance is not suspended; (c) Solventum determines it is prudent to do so for legal or regulatory reasons; or (d) Client is in breach of the Agreement, subject to the cure period set forth in Section 8.2 (with the exception of a breach of Solventum intellectual property, for which no cure period shall apply). Solventum shall endeavor to provide Client notice of any suspension under this section. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition. If a suspension occurs as a result of items (a)-(c) above which last more than five (5) consecutive days, if Client submits a written request for a credit within thirty (30) days of the end of such suspension, Solventum will provide a pro-rated credit for the term of the suspension for the suspended Solventum Products, to be applied on a future invoice.

2.7. Verification. Upon thirty (30) day notice, and no more than once every twelve (12) months, during Client's regular business hours, Client shall allow Solventum, or a third-party designated by Solventum, to inspect and audit applicable books and records to verify Client's compliance with its obligations under this Agreement. Consistent with Solventum's efforts to ensure its business operations are conducted in compliance with applicable laws, Solventum's audit rights of Section 9.12 Compliance with Laws, shall apply during the Term, and will survive three years thereafter.

2.8. Third-Party Content. Client agrees to comply with Exhibit B (Third-Party Content Terms and Conditions) which contain flow-down provisions for Third-Party Content that may be incorporated in Solventum Products and are contractually required by the Third-Party Content providers. Solventum may by written notice, modify the contents of Exhibit B, that do not result in Client incurring additional fees, or assuming additional risks or liabilities in violation of New Hampshire law, as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B.

2.9. Use of Client Data. When Client Data is uploaded, submitted, stored, or otherwise sent to Solventum through or in connection with a Solventum Product, Client gives Solventum the right to use, aggregate, and modify Client Data; to develop, enhance, deliver, and support the Solventum Product(s) and their underlying technologies, in compliance with the terms of the Business Associate Agreement between the Parties. This right is subject to all applicable laws restricting the use of the applicable types of Client Data.

3. ADDITIONAL OBLIGATIONS

3.1. Solventum's Obligations.

3.1.1. Security. Solventum is responsible for the security of, access to, and use of Client Data, and the security of any Solventum Product that is installed or stored on Solventum equipment.

3.1.2. Implementation and Training. When I&T for a module of Software is added to a Schedule, Solventum will contact Client and establish a mutually agreed upon I&T plan. Solventum agrees to reasonably cooperate with Client including, but not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary personnel, equipment (if any is required by be provided by Solventum), and technical resources contemplated and required.

3.1.3. Support. Support Services shall be provided as set forth on Solventum's website <https://solventumhis.servicenowservices.com> as updated from time to time ("Support Portal"). Updates and the notifications of Updates for Software installed on Client Equipment, as well as updates to Documents are provided through the Support Portal. Updates to Software installed on Solventum equipment are performed by Solventum. Support Services do not apply if Client: (a) is in breach of the Agreement;

(b) fails to place a Support Service request as set forth in the Support Portal; (c) fails to provide Solventum reasonable access to Client's Equipment, data, and qualified Client personnel; and (d) has not installed the most recent Software Update.

3.1.4. Access. To the extent required by law, Solventum and applicable subcontractors, shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such books, documents and records necessary to verify the cost of services furnished to Client by Solventum.

3.1.5. PO Terms. This Agreement will be attached as Exhibit A to the PO Terms. The parties will amend this Agreement in accordance with Section 9.2 without having to amend the PO Terms.

3.2. Client Obligations.

3.2.1. General. Client is responsible for: (a) ensuring Authorized Sites and Authorized Users adhere to the requirements of the Agreement; (b) its business decisions and any medical care it provides; (c) accuracy of Client Data, (d) verifying the accuracy of the Results of the Solventum Product(s), (e) any Interfaces not created by Solventum, (e) the acquisition and maintenance of Client Equipment and any non-Solventum software; (f) installing Updates on Client Equipment, and testing and running a commercially reasonable software security scan on all Updates before releasing the Update into its production environment; (g) performing routine backups (e.g., incremental backups performed daily, and full backups performed weekly) of its data and providing Solventum with only copies of Client's original data set; (h) provide a list of Client Applications upon request; (i) reasonably cooperating with requests made by Solventum; (j) delays or deficiencies caused by special requests made by Client or a government authority (authorized to regulate or supervise Client); and (k) installing all Software for which it has not added I&T to the applicable Schedule. Reasonable cooperation entails but is not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary access, data, personnel, facilities, equipment, and technical resources contemplated and required.

3.2.2. Security. Client is responsible for: (a) security of, access to, and use of Solventum Information; and (b) within fifteen (15) calendar days of discovery, notifying Solventum of unauthorized use, disclosure of, or access to Solventum Information.

3.2.3. PO Terms. Client will notify Solventum of any material changes in the PO Terms at such times as they become aware of such a change. Solventum will contact the Client if it becomes aware of a change to the PO Terms and wishes to amend the Agreement in accordance with Section 9.2 as a result.

4. CONFIDENTIAL INFORMATION

4.1. Protected Health Information. The Parties will comply with the applicable provisions of HIPAA and the HITECH Act, and when exchange of protected health information ("PHI") is reasonably anticipated, will enter into a business associate agreement that will be the controlling document as it relates to use, disclosure, confidentiality, and notifications relating to PHI. Unless explicitly contracted for otherwise, and only to the extent allowed by HIPAA and the HITECH Act, PHI delivered to Solventum does not constitute a "designated record set" as defined under 45 CFR § 164.501.

4.2. Confidential Information. For the purposes of this Agreement, "Confidential Information" means any business, technical, or personnel information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or is later summarized in writing by the Disclosing Party to the Receiving Party; or (c) if not so identified or marked as stated previously, information that would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed. Subject to Section 4.4, below, at all times, as between the Parties, this Agreement, Solventum Information, and pricing are Confidential Information.

4.3. Confidential Treatment. Each Party will: (a) keep the Disclosing Party's Confidential Information confidential; (b) use the Disclosing Party's Confidential Information only as authorized or necessary to perform its obligations under this Agreement; and (c) protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use of Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. Solventum's privacy standards for confidentiality of contact information of Client personnel (i.e. Personal Information) are found in the Solventum Global Privacy policy. Neither Party acquires rights to the other Party's Confidential Information.

4.4. Disclosures Required by Law. The Receiving Party may release Confidential Information as required to comply with applicable law, regulation, valid court order, or other binding requirement of a competent governmental authority, provided that in any such case, where permitted by applicable law: (a) the Receiving Party will immediately notify the Disclosing Party in writing of any such requirement (and in any event, prior to disclosure of Confidential Information); (b) the Receiving Party provides all reasonable assistance to the Disclosing Party in any attempt by the Disclosing Party to limit or prevent the disclosure of Confidential Information; and (c) the Receiving Party agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and, in consultation with the Disclosing Party, to use all reasonable efforts to ensure, to the extent possible, that the information is maintained in confidence by the party to whom it is furnished.

4.5. Exceptions. A Party's Confidential Information does not include information that: (a) is made available to the public by the Disclosing Party; (b) was known to the Receiving Party without an obligation of confidentiality prior to its receipt from the Disclosing Party as evidenced by the Receiving Party's written records; (c) is received by the Receiving Party from a third-party who is not subject to an obligation of confidentiality and without breach of any agreement with the Disclosing Party or violation of law; or (d) is independently developed by the Receiving Party without reference to Confidential Information received hereunder. The Parties agrees that the existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain. A Party's information that would otherwise be Confidential Information, but for a breach of an agreement or violation of law, shall remain the Disclosing Party's Confidential Information.

5. WARRANTIES; INDEMNIFICATION

5.1. Solventum Warranties and Indemnification.

5.1.1. Debarment/Exclusion from Participation Warranty. Solventum warrants to Client that upon the Effective Date, neither it nor any of its officers, directors, or employees performing Solventum's obligations under the Agreement (collectively "Solventum Participant") is excluded from participation in any applicable Federal or State health benefits program. Upon discovery that a Solventum Participant is excluded, Solventum will immediately remove the Solventum Participant from involvement with this Agreement. REMOVAL OF A SOLVENTUM PARTICIPANT FOR EXCLUSION IS CLIENT'S SOLE REMEDY, UNLESS SOLVENTUM ITSELF IS THE EXCLUDED PARTICIPANT, IN WHICH CASE CLIENT'S REMEDY IS TERMINATION OF THE AGREEMENT AND A PRORATED CREDIT OF PREPAID FEES.

5.1.2. Software Performance Warranty. Software shall perform in substantial accordance with the Documents; however, Solventum does not represent or warrant the operation of the Software will be uninterrupted, error-free, or that immaterial non-conformance between the Software and Documents can be corrected. Upon receipt of written notice from Client that Software fails to meet this warranty, Solventum shall provide Support Services in accordance with the terms of the Agreement. IF SOLVENTUM IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE SOLVENTUM PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.3. Services Warranty. Solventum warrants to Client that Services will be performed in a workman-like manner, using generally recognized commercial practices and standards. Provided Solventum receives written notice of breach of this warranty from Client within thirty (30) days after the Service was performed, CLIENT'S REMEDY IS, AT SOLVENTUM'S OPTION TO EITHER: (A) REPERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY; OR (B) REFUND TO CLIENT ANY AMOUNTS PAID FOR THE SERVICES THAT FAIL TO MEET THIS WARRANTY AND TERMINATE THE SERVICES GIVING RISE TO THE CLAIM WITHOUT FURTHER OBLIGATION ON THE PART OF EITHER PARTY.

5.1.4. Hardware Warranty. Any warranty for Hardware is provided by the manufacturer of the Hardware. "Hardware" means tools, machinery, and other tangible equipment.

5.1.5. Disabling Code Warranty. Solventum warrants to Client that after using reasonable, industry-standard, up-to-date anti-virus technology, the Solventum Product does not contain viruses, worms, trojan horses, spyware, ransomware, trap doors, time bombs, or other similar devices and techniques. Nothing prevents the inclusion of technical protection measures in the Solventum Product for purposes of preventing unauthorized use and such technical protection measures are not considered Disabling Code. IF SOLVENTUM IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE Solventum PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.6. Solventum Indemnification. Solventum shall indemnify, defend and hold Client harmless from any liability for any damages, cost or expense actually and finally awarded against Client, or any settlement made by Solventum, that is caused by or resulting from any third-party claim, action, suit or proceeding that a specific Solventum Product licensed under this Agreement infringes or misappropriates such third-party's U.S. patent, trademark, copyright or trade secret ("Infringement Claim"). Client shall give Solventum prompt notice of any Infringement Claim and provide Solventum with a copy of any pleadings or claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of Solventum. Client shall reasonably cooperate with Solventum in Solventum's defense and settlement of an Infringement Claim. In the event that use of the Solventum Product is enjoined or, in Solventum's opinion, likely to be enjoined, Solventum will, at its option and expense, either: (a) procure for itself, or Client, as applicable, the right to continue using the relevant Solventum Product; (b) replace or modify the same so that the relevant Solventum Product is comparable and non-infringing, or (c) terminate the alleged infringing Solventum Product, require Client to cease all further access to and use of the relevant Solventum Product and in such case, Solventum will provide Client pro-rated credit of prepaid fees. Solventum shall have no obligation or liability under this Section in the event any Infringement Claim results solely from licensure of the Solventum Product in combination with any item not furnished by Solventum such liability would not have occurred from the licensure of the Solventum Product itself. THIS SECTION STATES CLIENT'S REMEDY FOR ANY ALLEGED INFRINGEMENT CLAIM AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.

5.1.6.i. Indemnification terms found within the PO Terms is replaced with the following:

5.1.6.ii. Solventum will defend or settle at its expense any claim or suit brought against Client by a third party based upon Solventum's gross negligence, or willful misconduct and shall indemnify and hold Client (and Client's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) finally awarded against Client in such suit or the amount of the settlement thereof. Client shall give Solventum prompt notice of any claim or potential claim covered by this Section. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of Solventum.

5.2. Client Warranties and Indemnifications.

5.2.1. Client Data Use. Client represents and warrants that Client has all rights and permissions necessary to grant Solventum the use rights set forth in Section 2.9, Use of Client Data.

5.2.2. Client Responsibility. To the extent allowable by New Hampshire law, Client agrees to be responsible for any negligent acts or negligent omissions arising out of this Agreement by or through itself or its employees and Client further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions.

5.3. Exclusions

5.3.1. Warranty Exclusions. THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE SOLVENTUM PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY SOLVENTUM FOR USE WITH THE SOLVENTUM PRODUCT; (B) ANYONE OTHER THAN SOLVENTUM OR SOLVENTUM PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE SOLVENTUM PRODUCT OR ANY PART THEREOF IN ANY MANNER, EXCEPT FOR THOSE ELEMENTS OF THE SOLVENTUM PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) THE SOLVENTUM PRODUCT IS USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE SOLVENTUM PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY SOLVENTUM; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY SOLVENTUM IN WRITING; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY SOLVENTUM OR SOLVENTUM PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE SOLVENTUM PRODUCT; (G) THE NON-CONFORMANCE OF THE SOLVENTUM PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE SOLVENTUM PRODUCT ITSELF, OR BY SOLVENTUM OR SOLVENTUM'S PERSONNEL; OR (H) MODIFICATIONS TO THE SOLVENTUM PRODUCT MADE BY SOLVENTUM AT CLIENT'S REQUEST UNLESS SOLVENTUM HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

5.3.2. Third-Party Content. IF SOLVENTUM RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.3.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 5, SOLVENTUM AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

6. LIMITATIONS OF LIABILITY

6.1. RESTORATION OF CLIENT DATA. ALL CLIENT DATA SENT TO SOLVENTUM IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. IF CLIENT DATA IS LOST DUE TO SOLVENTUM'S NEGLIGENT ACT OR OMISSION, OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR SOLVENTUM TO USE COMMERCIALY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP THIS SECTION DOES NOT ABSOLVE SOLVENTUM FROM LIABILITY RELATED TO A BREACH UNDER THE BUSINESS ASSOCIATE AGREEMENT.

6.2. EXCLUDED DAMAGES. NEITHER CLIENT, NOR SOLVENTUM AND ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF SOLVENTUM OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. SOLVENTUM AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE SOLVENTUM PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA. CLIENT'S FAILURE TO PAY CONTRACTED AMOUNTS DUE UNDER THIS AGREEMENT SHALL NOT BE CONSIDERED LOSS OF REVENUE UNDER THIS SECTION 6.2.

6.3. MAXIMUM LIABILITY. EACH PARTIES' MAXIMUM CUMULATIVE ANNUAL LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO TWO (2) TIMES THE FEES PAID TO SOLVENTUM FOR THE SOLVENTUM PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). THIS SECTION DOES NOT APPLY TO ANY NONINFRINGEMENT INDEMNIFICATION OBLIGATIONS OR BREACH OF UNSECURED PROTECTED HEALTH INFORMATION OR BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY.

7. FEES; AND INVOICING

7.1. Payment of Fees. All fees and other charges are payable in U.S. dollars, are due thirty (30) days after the date of the invoice ("Payment Period"). During the Payment Period, Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that, within the Payment Period, Client: (a) gives Solventum a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoiced item shall be deemed undisputed), and (b) pays all undisputed amounts in full.

7.2. Late Payment; Suspension. If Client becomes thirty (30) days past due on any undisputed fees, upon written notice to Client, Solventum may suspend its obligations under the Agreement until such past due charges are brought current.

7.3. Delays and Additional Expenses. If Client delays or postpones a mutually agreed upon scheduled event with less than seven (7) days' notice, Client shall pay to Solventum all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event. If business travel and miscellaneous expense are not included in the quoted fees, they will be billed to Client without mark-up, subject to Client's prior written approval. If the delivery of a scheduled event or Services is delayed at Client's request, the entire schedule may be extended at Solventum's discretion, it being understood that any such extension may exceed the delay requested by Client.

7.4. Taxes. Quoted fees do not include applicable taxes, duties, or amounts levied in place of taxes (collectively "Taxes"). Solventum will invoice Client all applicable Taxes unless Client provides Solventum a tax-exempt form or other form provided in lieu of a certificate by the State of New Hampshire. Client is not responsible for paying Solventum's personal property taxes on the Solventum Products nor taxes based on Solventum's net income.

8. TERM AND TERMINATION.

8.1. Term of the Agreement. The Agreement begins on the Effective Date and ends upon the termination of the last Schedule.

8.2. Termination for Cause. Either Party may terminate the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice describing the breach; (b) the other Party becomes insolvent; or (c) either Party ceases to conduct business relevant hereunder. In the event Client terminates a Solventum Product due to a material breach of a performance warranty by Solventum, Client's remedy is for Solventum to a refund to Client (i) the unused portion of the current year's pre-paid fee for the Software, or (ii) for Services, the actual fees paid to Solventum for the Service not yet performed. Events of default, Sections 8.2.2 and 8.2.3 found in the PO Terms do not apply to this Agreement.

8.3. Obligations upon Termination. Upon termination of this Agreement or a Use Right for a specific Solventum Product, each Party shall immediately cease use of the other Party's Confidential Information as it relates to the Use Right that was terminated, or all Confidential Information if the entire Agreement has terminated. Within fifteen (15) days of termination, Client shall: (a) certify that the relevant Software has been de-installed, or if the applicable Software requires Solventum to assist in the de-installation have scheduled with Solventum a date acceptable to Solventum for Solventum to de-install the Software; and (b) returned or destroyed all applicable Documents. Within ninety (90) days of the termination of the Agreement, the Parties will have destroyed all the other Party's Confidential Information, or Confidential Information related to the Use Right terminated, except those copies necessary to comply with legal obligation.

8.4. Divestiture of Authorized Sites. In the event an Authorized Site is divested, subject to Solventum's right of approval, the Parties shall honor the Transition Period. "Transition Period" means a period of time the divested site is to remain an Authorized Site on this Agreement, which shall end the earlier of the date the divested site (a) has an active license for the relevant Solventum Products under another agreement with Solventum, (b) six (6) months following the date of divestiture, or (c) the divested site's notice to Solventum it wishes to terminate all Solventum Products under this Agreement. Upon conclusion of the Transition Period, the Use Rights for the divested site will terminate, and Solventum will issue a prorated refund to Client applicable prepaid and unused fees.

9. GENERAL PROVISIONS

9.1. Entire Agreement. This Agreement, represents the final, complete, exclusive and fully integrated agreement between the Parties with respect to its subject matter and supersedes any understanding, discussions, negotiations, representation or warranty of any kind made prior to or simultaneous with the execution of this Agreement, and no additional or ancillary agreement or obligations are binding on Solventum or Solventum

Personnel unless added to this Agreement by amendment. Terms or conditions found on a purchase order(s) (other than the PO Terms) or any other Client prepared document are specifically rejected and do not form any part of this Agreement. A failure or delay in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any existing or future right or remedy.

9.2. Amendments. Any changes to the Agreement must be done through an amendment executed by both Parties.

9.3. Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, the more specific parts of the Agreement prevail over more general; as such, any conflict shall be resolved in the following order of priority unless specifically stated otherwise (the more specific and controlling document listed first): Schedule, Appendix, Exhibit, the Agreement's General Terms and Conditions, and the PO Terms.

9.3.1. PO Terms. Solventum understands the necessity to add the New Hampshire Department of Administrative Services PO Terms ("PO Terms"). Regardless of any terms set forth in the PO Terms, in the event of any conflict between this Agreement and the PO Terms, the terms and conditions of this Agreement will govern.

9.4. Assignment. A Party shall not assign or otherwise transfer this Agreement, including but not limited to, an acquisition or change of control (e.g. merger, sale, voting membership) without the counterparty's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void.

9.5. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

9.6. Announcements; Trade Name. Neither Party may use the other Party's trade name or logo or issue an announcement concerning this Agreement to the trade press or industry consultants, unless required to by law, without prior written consent.

9.7. Notices. All required legal notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, overnight carrier, or to a designated email address. Any change of address or representative shall be promptly communicated in writing to the other Party. All other correspondence can be addressed to the parties' representatives listed on Exhibit D. If Exhibit D is not completed or the designated Party's representative is not reachable, such notices may be delivered to the address on the cover page of the Agreement. Both Parties may also utilize email as acceptable written notice to the other Party except a notice of breach of contract must be sent via the methods described above.

9.8. Governing Law. This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of New Hampshire, without giving effect to the conflicts of laws doctrines of any state.

9.9. Dispute Resolution. The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively, "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. Prior to any litigation, the parties agree that "C-Level" executive from each Party will discuss with one another to seek a resolution ("C-Level Meeting"), and if the C-Level Meeting doesn't resolve the Dispute, the Dispute shall undergo mediation using a mediator with a background in the industry and subject matter of the Dispute (mediation costs shall be shared equally). In the event of litigation both parties hereby waive any right of trial by jury. Nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm, nor diminish a Party's obligation to minimize damages.

9.10. No Third-Party Beneficiaries. Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be nor shall be considered a beneficiary of any provision of this Agreement.

9.11. Insurance. The Parties shall each maintain insurance policies appropriate to its obligations under this Agreement, certificates of which shall be provided to the other Party upon request.

9.12. Compliance with Laws. Each Party shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act, the U.S. Foreign Corrupt Practices Act, and other federal and state laws addressing anti-kickback, anti-bribery, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. If one Party believes that the other may not comply with one of the foregoing, it shall so notify the other Party, which will promptly look into the matter and take measures necessary to remedy any non-compliance. Notwithstanding any other provision in this Agreement, this Agreement is not intended to designate Solventum as a delegated entity or First Tier, Downstream, or Related Entity (FDR) under this Agreement or applicable Centers for Medicare & Medicaid Services (CMS) rules. Each Party will observe its own standards of business conduct that are generally consistent with industry standards for such business.

9.13. Independent Contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

9.14. Injunctive Relief. The Parties agree that a breach of the Agreement may cause immediate and irreparable harm to the damaged Party and that monetary damages may not be adequate to fully compensate the damaged Party. Therefore, each Party is entitled to seek injunctive relief for a threatened, anticipated, or actual breach of the Agreement.

9.15. Severability. The provisions of this Agreement are severable. If any part of the Agreement is deemed or rendered void, invalid, or unenforceable, in any jurisdiction in which services under this Agreement is performed, then that part will be severed from the remainder the Agreement only as to that jurisdiction. Such severance will not affect the validity or enforceability of the remainder of this Agreement, unless such severance substantially impairs the value of the whole agreement to any Party.

9.16. Survival. Sections 2, 4, 5, 7, 8, and 9 hereof shall survive any termination of any Appendix, and/or Solventum Product(s), and/or this Agreement, as applicable.

9.17. Attachments. The following are Solventum’s standard Exhibits and Appendices, which are added only when applicable, based on the Solventum Products added by Client on the Agreement:

APPENDICES:

| | |
|--------------|-----------------------------------|
| Appendix 1 | Annuity Products Additional Terms |
| Appendix 2 | RESERVED |
| Appendix 3 | RESERVED |
| Appendix 4 | RESERVED |
| Appendix 5 | RESERVED |
| Appendix 6 | RESERVED |
| Appendix 7 | RESERVED |
| Appendix 8 | RESERVED |
| Appendix 9a | RESERVED |
| Appendix 9b | RESERVED |
| Appendix 9c | RESERVED |
| Appendix 10 | RESERVED |
| Appendix 10a | RESERVED |
| Appendix 11 | RESERVED |
| Appendix 12 | RESERVED |
| Appendix 13 | RESERVED |

EXHIBITS:

- Exhibit A Business Associate Agreement
- Exhibit B Third-Party Content Required Terms
- Exhibit C Network and/or Facility Access and Confidentiality Agreement
- Exhibit D Client Contact Information
- Exhibit E PO Terms

* * *

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

Parties:

Executed as an Exhibit to Master Software Services Agreement #O52746-26

New Hampshire Hospital
36 Clinton Street
Concord, NH 03301-2359
("Covered Entity")

Solventum Health Information Systems Inc.
575 West Murray Boulevard
Murray, UT 84123-4611
("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with Solventum Health Information Systems, Inc.'s authorized agent, by way of the Master Software and Services Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

1. Purpose:

Whereas Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) ("**Underlying Agreement(s)**") to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("**PHI**") and/or Electronic Protected Health Information ("**EPHI**"). As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and regulations promulgated thereunder. Furthermore, this BAA applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Whereas, Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors,

Whereas, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

2. Definitions.

Terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "EPHI" when used in this BAA shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this BAA, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;

- b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this BAA;
- c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI;
- d. report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than Thirty (30) Days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;
- e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to his or her healthcare provider;
- f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to his or her healthcare provider. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;
- g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- h. make available to Covered Entity the information collected in accordance with Section 3(g) of this BAA as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to his or her healthcare provider;
- i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and
- j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

4. Permitted Uses and Disclosures by Business Associate:

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;
- b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was

disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

5. Obligations of Covered Entity: Covered Entity shall:

- a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI;
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.
- e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

6. Term and Termination

- a. Term. The Term of this BAA begins on the Effective Date (above) and ends when all Underlying Agreement(s) have expired and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.
- b. Breach. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement(s) (which requires compliance with this BAA), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and Business Associate shall remain in effect in accordance with their terms.
- c. Effect of Termination. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this BAA. If return or destruction of PHI is not feasible, Business Associate shall: (i) extend the security protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry, unless such Party is a named adverse Party in such litigation or investigation.
- b. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate

EXHIBIT B

THIRD-PARTY CONTENT REQUIRED TERMS

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement, and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

Grant of Rights Restrictions. Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between Solventum and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

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EXHIBIT B - 2

THIRD-PARTY CONTENT REQUIRED TERMS

HEALTH FORUM TERMS AND CONDITIONS

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement, and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC makes no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC shall have no liability to anyone including Solventum and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Solventum and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Solventum, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

EXHIBIT B - 3**THIRD-PARTY CONTENT REQUIRED TERMS****NOTICES****LOINC NOTICE**

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* * *

EXHIBIT C

NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT

This ACCESS AND CONFIDENTIALITY AGREEMENT (the "Access Agreement") is made by and between Solventum Health Information Systems, Inc. ("Solventum") and **New Hampshire Hospital** ("Client"). The Parties have contemporaneously entered into a Software License and/or Services Agreement, as amended (Agreement), pursuant to which, inter alia, Client and Solventum have agreed to terms and conditions setting forth the complete rights and obligations of the Parties including, but not limited to, the use and confidentiality of the Parties' systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the Agreement shall continue in full force and effect and shall apply to this Access Agreement. In the event a conflict arises between the terms of this Access Agreement and the terms of the Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the Agreement, as amended (including all Attachments and Exhibits thereto, and the BAA), this Access Agreement.

As set forth in the Agreement, Solventum understands that Client must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the Agreement, including the BAA, Solventum shall instruct its employees, agents and contractors ("Solventum Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. To immediately return to Client any documents or media containing Operational Information upon termination of access.
6. That Solventum and Solventum Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Client.
7. To abide by Solventum's Compliance and Ethical Business Conduct Guidelines, found at <https://solventum.com/en-us/home/our-company/ethics-compliance/>.
8. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Client systems.
9. To only access or use systems or devices Solventum Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
10. That Client may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
11. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
12. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
13. To use only Solventum Personnel's officially assigned User-ID and password and use only approved licensed software.
14. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
15. To notify the appropriate Information Services person, as directed by Client, if any Solventum personnel password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.
16. This Agreement will terminate upon the expiration or termination of the Services Agreement; provided, however the confidentiality obligations hereunder will continue after termination or expiration of this Agreement, subject to the limitations on such obligations as defined in the Services Agreement, or if not defined, for four (4) years after the termination or expiration of the Services Agreement, unless such information becomes publicly available through no fault of Solventum.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the Master Software and Services Agreement ("MSSA") and will be terminated by way of the MSSA. Please see MSSA Signature Page for the authorized signatures.

**SECTION BELOW TO BE FILLED OUT BY SOLVENTUM PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)
CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY SOLVENTUM PERSONNEL.**

| | | | | | | | |
|------|-------------------------|---------------|--------------|------|-------------------------|---------------|--------------|
| NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER | NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER |
| NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER | NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER |
| NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER | NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER |
| NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER | NAME | SOLVENTUM EMPLOYEE ID # | EMAIL ADDRESS | PHONE NUMBER |

EXHIBIT E

PO TERMS

[IMMEDIATELY FOLLOWING]

APPENDIX 1

ANNUITY PRODUCTS ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO SOLVENTUM PRODUCTS ADDED UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 1.

- A. Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
- A.1. “Annual Billing Cycle”** means each one-year period, beginning on the first License Start Date unless otherwise set forth on the applicable Schedule.
- A.2. “Annuity Software”** means Software licensed to Client on an annual or multi-year annual basis, but less than a perpetual basis, which may be installed on Client’s systems, Solventum’s systems (SaaS), or a combination of the two.
- A.3. “Renewal Proposal”** means a Solventum-prepared document that sets forth the fees for the first year of any subsequent Renewal Term hereunder invoiced by Solventum and due by Client for such Renewal Term.
- B. Use Rights.** Subject to the Client’s compliance with this Agreement, Solventum grants to Client, a non-exclusive, non-transferable and non-sublicensable license during the License Term of each Schedule 1 to (a) install the non-SaaS Annuity Software at the Client’s designated Install Site(s) listed on the applicable Schedule 1 and located within the Territory, and (b) permit Authorized Users to access and use the Annuity Software and Documents solely for processing transactions and using the Results for Client’s healthcare business reimbursement purposes of the Authorized Sites, and (c) permit Client to create an Interface between the Software and Client developed systems (“License”). Third party developed Interfaces and/or interfaces to third party software shall be in accordance with Section 2.5.
- C. Term of Use Right.** The term of Client’s License to the Annuity Software shall be as set forth on the applicable Schedule 1 (“License Term”). Once the License Start Date for any Solventum Product on the applicable Schedule 1 has been established, all other Solventum Products listed or added on the same Schedule 1 will share the same License Term, and any Solventum Products added will be pro-rated to the next Annual Billing Cycle of the applicable Schedule 1.
- D. Renewal Term.** The License Term for any Schedule shall automatically terminate.
- E. Annuity Software Fees, Invoicing and Payments.** License and I&T fees for each Authorized Site are set forth on the applicable Schedule 1 hereto, and unless otherwise set forth on such Schedule 1, shall be invoiced to Client as set forth below.
- E.1. Fees; Invoicing.**
- E.1.1. License Fees.** Annuity Software license fees, set forth on any Schedule 1, will be invoiced to Client on the earlier of: (a) shortly after their License Start Date, or (b) 30 days before the Annual Billing Cycle of each Schedule 1. Solventum shall communicate Client’s next Annual Billing Cycle fees for each Schedule 1 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle of each Schedule 1. The annual License fee increases during any then-current License Term on any Schedule 1 shall not exceed five percent (5%) of the License fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 1. The fees for the first year of any Renewal Term will be provided to Client within a Renewal Proposal for any Schedule 1, delivered to Client’s Notice address or the Renewal Contact in Exhibit D. The Renewal Proposal will: (i) reflect Solventum’s then-current list fee, less Client’s applicable discounts, and (ii) be superseded by the most recent version of the Renewal Proposal for any Schedule 1 provided to Client.
- E.1.2. Additional Annuity Software and/or Authorized Sites.** During the License Term, the Parties may add new items of Annuity Software and additional Authorized Sites to any Schedule 1 through a signed and written agreement or amendment. Solventum will prorate the first year’s License fees for any additional items of Annuity Software and new Authorized Sites from their License Start Date to the end of the current Annual Billing Cycle of the applicable Schedule 1.
- E.1.3. Invoicing and Payment for Software Installation and Training fees.** Software I&T fees, set forth on any Schedule 1, will be invoiced to Client on or shortly after the License Start Date for the associated item(s) of Annuity Software, unless otherwise set forth on the applicable Schedule 1 or SOW attached to any Schedule 1.

PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.
 Immediately report any open records request to Solventum for an opportunity to object in accordance with Section 4.4 of the Agreement.

SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. **Term.** The License Term of this Schedule begins on the earlier of (i) the first License Start Date or (ii) **February 22, 2026** and continues for **five (5)** years from the date identified in (ii) (“Initial Term”) and shall automatically terminate. The anniversary of the Annual Billing Cycle date for this Schedule is **February 22nd** of each year. Subject to the following sentence, License fee increases, if any, for years 2 through 5 of the Initial Term shall not exceed five percent (5%) of the license fee paid in the immediately preceding year. However, notwithstanding anything to the contrary in the Agreement, for **Coding Cloud Hosting** then, License fee increases for years 2 through 5 of the Initial Term shall be five percent (5%) increase over the license fee paid in the immediately preceding year.

2. **Itemized Schedule of Solventum Products below:**

| S/O ITEM | CPU ACTION | SKU | AUTHORIZED SITE PRODUCT DESCRIPTION | SITE TYPE | TOTAL 1 ST YR ANNUAL & ONE TIME FEE |
|-----------------------|------------|----------------------|---|------------------------|--|
| 408623 | WFR | ----- | NEW HAMPSHIRE HOSPITAL--36 CLINTON ST, CONCORD, NH , HI2120076 | Install/Access Site | |
| 1. | Existing | CODEF | Codefinder Software | | \$11,643.53 |
| 2. | Existing | CODING CLOUD HOSTING | Coding Cloud Hosting ¹ | | \$18,653.25 |
| 3. | Existing | IPF-DRG | Inpatient Psychiatric DRGfinder | | \$3,741.33 |
| 4. | Existing | IPF-RCS | Inpatient Psychiatric Reimbursement | | \$4,345.32 |
| SITE SUBTOTAL: | | | | | \$38,383.43 |

The License Start Date for the above products begins on February 22, 2026.

FEE SUMMARY:

| | |
|---|--------------------|
| ANNUAL SOFTWARE LICENSE & SUPPORT FEES: | \$38,383.43 |
| *TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: | \$0.00 |
| TOTAL THIS SCHEDULE: | \$38,383.43 |

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2026, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client’s commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule, with written notice to the Client, in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, with written notice to the Client and only after engaging in negotiations under Section 9.9 of the Agreement, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule according to the termination provisions of the Agreement.

I&T = Implementation and Training PI = Phone Installed CI = Client Installed

¹ The above pricing for Coding Cloud Hosting is up to sixty (60) users. Client will notify Solventum if Client needs are greater than 60 users for Coding Cloud Hosting. Solventum may review user count annually and may increase the tier price if Client’s users go over sixty (60) with written notice to the Client.