

# Software as a Service (SaaS) Agreement

## SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of March 15, 2023 ("Effective Date") by and between CloudBridge Technologies Inc., a Delaware corporation having its principal place of business at 456 Cloud Ave, San Francisco, CA 94107 ("Provider"), and Orion Health Systems Ltd., an Ontario corporation with offices at 789 Health Park Drive, Toronto, ON M5G 1L7 ("Customer").

1. SERVICES PROVIDED. Provider agrees to provide Customer with access to the CloudBridge Electronic Health Records Platform ("Platform") for internal use by authorized personnel only. Services include system uptime of 99.9%, customer support from 9AM-9PM EST, and bi-weekly software updates.

2. FEES AND PAYMENT. Customer shall pay an annual subscription fee of \$120,000, payable in quarterly installments of \$30,000. Late payments incur a 1.5% monthly interest. All invoices are due net 30 days.

3. TERM AND TERMINATION. The Agreement begins on the Effective Date and shall remain in effect for an initial term of three (3) years. Either party may terminate with 60 days' written notice after the initial term. Immediate termination is permitted if either party breaches confidentiality or becomes insolvent.

4. DATA SECURITY. Provider agrees to maintain SOC 2 Type II compliance and use AES-256 encryption for all stored data. In the event of a data breach, Provider must notify Customer within 48

hours.

5. DATA OWNERSHIP. All patient data uploaded remains the sole property of Customer. Upon termination, Provider will export all data to Customer in JSON format and securely delete all backup copies within 30 days.

6. CONFIDENTIALITY. Both parties agree to maintain strict confidentiality for a period of five (5) years from the date of termination. Confidential information includes software code, business plans, and patient information.

7. LIMITATION OF LIABILITY. Neither party shall be liable for indirect or consequential damages. Provider's total liability is limited to the fees paid by Customer in the twelve (12) months prior to the claim.

8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California, without regard to conflict of law provisions.

9. DISPUTE RESOLUTION. Any dispute shall be resolved via binding arbitration under the rules of the American Arbitration Association in San Francisco, CA.

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

CloudBridge Technologies Inc. | Orion Health Systems Ltd.  
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By: Sarah L. Monroe | By: Dr. Ajay Ramanathan

Title: Chief Executive Officer | Title: Chief Technology Officer