



## **Subscription Services Agreement Service Addendum**

This **SERVICE ADDENDUM** (this "Addendum") dated this **5th** day of **December 2023** is hereby entered into by and between **EVIDENT, LLC** ("Evident") and **MANGUM REGIONAL MEDICAL CENTER** ("Customer").

WHEREAS, Customer wishes to obtain additional services from Evident under the terms and conditions of the Subscription Services Agreement (the "Agreement") executed by and between the parties and dated **December 19, 2018** and Evident is willing to provide such additional services;

NOW THEREFORE, it is mutually understood and agreed to by the parties that:

1. **Engagement for Additional Services:** Evident agrees to furnish, and Customer agrees to accept and pay for, the Service(s) as set forth in the Exhibit A attached hereto under the terms and conditions of the Agreement.
2. **Effective Date:** The Service Term for each Exhibit A attached hereto, unless otherwise specified therein, shall be deemed to have commenced on the first day of the first month in which service is provided under the given Exhibit A.
3. **Charges:**
  - (a) **Service Fees:** Customer agrees to pay Evident the fees set forth in EXHIBIT A. For the avoidance of doubt, the monthly subscription fees specified in EXHIBIT A are in addition to Customer's existing monthly subscription fee obligations.
  - (b) **Fee Increases:** Notwithstanding anything in the Agreement to the contrary, Customer understands that the monthly subscription fees may be increased by Evident by not more than five percent (5%) on an annual basis without further notice.
4. **Entire Addendum:** This Addendum, to include Exhibit A, sets forth the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all other oral or written representations with respect to the same.
5. **Miscellaneous:** Except as may be specifically modified in this Addendum, all other terms and conditions of the Agreement that are in effect as of the date of this Addendum shall remain fully in force. In the event of a conflict between this Addendum and the Agreement or any prior addendum or amendment thereto, the terms and conditions of this Addendum shall govern and control. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

*[Signature page follows]*



## **Subscription Services Agreement Service Addendum**

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Services Agreement  
Service Addendum

**MANGUM REGIONAL MEDICAL CENTER**  
1 Wickersham Drive  
Mangum, OK 73554

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EVIDENT, LLC**  
54 Saint Emanuel Street  
Mobile, AL 36602

By: \_\_\_\_\_  
(Authorized Signature)

Name: Christopher L. Fowler  
(Printed)

Title: Chief Executive Officer

Date: \_\_\_\_\_



## **Subscription Services Agreement**

### **Exhibit A**

### **Services and Service Fees**

#### **Service: Software Subscription – Communication Center**

##### **A. Services and Fees:**

##### **1. Services:** The Software Subscription will include:

- Subscription to access and use the Communication Center software (the "Service Software");
- Communication Center functionality includes:
  - Internal Electronic Mail – emails may be saved to the patient's record.
  - Secure Text – for both internal and external hospital network contacts and text conversations may be saved to the patient's record.
- Integrated faxing available within the Service Software via third party.
- Configuration and implementation of the Service Software.
- Unlimited access to the Service Software.
- Training via web-based sessions to educate Customer personnel in the operation of the Service Software.
- Provision of ongoing support for the Service Software to include routine updates and updates and help desk services.

**Subscription/Limitations:** Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. Evident expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in Evident. Evident has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

**Service Requirement:** The Internet Faxing functionality requires the execution and maintenance of an agreement between Customer and Faxage. Costs associated with Faxage services are not included in the fees specified herein and shall be the responsibility of Customer. **Termination of Faxage services will result in the unavailability of the Internet Faxing function.**

**Note:** Software Subscriptions do not include connectivity.



## **Subscription Services Agreement**

### **Exhibit A**

### **Services and Service Fees**

#### **Service: Software Subscription – Communication Center**

**2. Service Fees/Payment Schedule:**

- a. **Initial Subscription Fee:** Included
- b. **Monthly Subscription Fee:** Included
- c. **Inclusion in nTrust:** The Initial Subscription Fee and, so long as the Exhibit A for Electronic Health Record (EHR) Services remains in effect, the Monthly Subscription Fee are included in the service fees for EHR Services.

**B. Service Term:** Five (5) Years

**C Third Party Software/Content:** The Service Software incorporates third party software and content which is subject to the following additional terms and conditions which are hereby incorporated into the Agreement so long as this Exhibit A remains in effect.

- 1. **QliqSOFT:** The Service Software utilizes software which is owned and licensed by QliqSOFT. QliqSOFT's Terms of Use and Privacy Policy are applicable to this product and can be viewed at <https://www.qliqsoft.com/terms-of-service/> and <https://www.qliqsoft.com/privacy-policy/> respectively. By using the Service Software, Customer expressly agrees to QliqSOFT's Terms of Use and Privacy Policy.