



Subscription Services Agreement Service Addendum

This **SERVICE ADDENDUM** (this "Addendum") dated this **5th** day of **September 2024** is hereby entered into by and between **TRUBRIDGE, INC.** (successor to Evident, LLC and hereinafter "TruBridge") and **MANGUM REGIONAL MEDICAL CENTER** ("Customer").

WHEREAS, Customer wishes to obtain additional services from TruBridge under the terms and conditions of the Subscription Services Agreement (the "Agreement") executed by and between the parties and dated **December 19, 2018** and TruBridge 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:** TruBridge agrees to furnish, and Customer agrees to accept and pay for, the Service(s) as set forth in the Exhibit(s) A attached hereto under the terms and conditions of the Agreement.
2. **Charges:**
 - (a) **Service Fees:** Customer agrees to pay TruBridge the fees set forth in EXHIBIT A, if any. For the avoidance of doubt, the subscription fees specified in EXHIBIT A are in addition to Customer's existing subscription fee obligations.
 - (b) **Fee Increases:** Notwithstanding anything in the Agreement to the contrary, Customer understands that subscription fees may be increased by TruBridge by not more than five percent (5%) on an annual basis without further notice.
3. **Notices:**
 - (a) **To Customer:** Written notices to Customer required under the Agreement shall be sent via i) hardcopy to the Customer address specified on the signature page, or any change thereto provided to TruBridge in writing; or ii) electronically to a valid electronic mail address of an authorized representative of Customer.
 - (b) **To TruBridge:** Written notices to TruBridge required under the Agreement shall be sent electronically to legal@trubridge.com followed by hardcopy to the attention of the **Legal Department** at the TruBridge address specified on the signature page, or any change thereto provided to Customer in writing.
4. **Inclusion in Agreement:** It is expressly understood and agreed that this Addendum and the Exhibit(s) A attached hereto are hereby incorporated into the Agreement by reference.
5. **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.



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- Miscellaneous:** Each reference in the Agreement to Evident, LLC shall be replaced with "TruBridge." 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]



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IN WITNESS WHEREOF, the parties hereto have executed this Service Addendum.

MANGUM REGIONAL MEDICAL CENTER

1 Wickersham Drive
Mangum, OK 73554

By: _____
(Authorized Signature)

Name: _____
(Printed)

Title: _____

Date: _____

TRUBRIDGE, INC.

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

Service: Software Subscription – Quality Measures Intelligence – SDOH

A. Services and Fees:

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

- Subscription to access and use Quality Measures Intelligence – Social Drivers of Health (QMI-SDOH) software (the “Service Software”).
- 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. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge 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.

Note: Service Subscriptions do not include connectivity.

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

- a. **Implementation Fee:** Due upon execution \$ 3,000
- b. **Monthly Subscription Fee:** Included
- c. **Inclusion in EHR Services Subscription:** 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. Term and Termination:

- 1. **Service Term:** Three (3) Years
- 2. **Effective Date:** The Service Term shall be deemed to be effective as of the first day of the month during which the provision of service under this Exhibit A commences (the “Effective Date”).



Subscription Services Agreement Exhibit A

Service: Software Subscription – Quality Measures Intelligence – SDOH

- 3. Renewal and Termination:** After completion of the initial Service Term specified above, the Service Term shall automatically renew annually on the anniversary of the Effective Date unless terminated by either party by providing written notice at least sixty (60) days prior to the completion of the then current Service Term.