

AGREEMENT FOR HOSTING EPIC CONTENT

This Agreement for Hosting Epic Content (“Agreement”) is made by and between **Epic Systems Corporation**, with its principal place of business at 1979 Milky Way, Verona, Wisconsin 53593 (“Epic”), and [REDACTED], with its principal place of business [REDACTED] (“You”).

BACKGROUND

You have a contract with an Epic customer, Oy Apotti AB a company having its principal place of business at [REDACTED] (“Customer”), pursuant to which You will provide Customer with access to and support for an Internet-based learning management system (“LMS”) hosted by You on Your servers which will be used by Customer to distribute certain Epic computer-based training lessons (“E-learning”) to certain Customer personnel and to track Customer personnel’s progress in completing such Epic E-learning (the “Services”). The Services specifically do not include any customization of Epic E-learning.

During the course of performing the Services for Customer, certain of Your personnel providing the Services may be given access to certain Epic Confidential Information (defined below) by Customer and/or Epic solely as necessary to provide the Services to Customer (the “Purpose”), but only under the terms and conditions of this Agreement.

TERMS AND CONDITIONS

Epic and You agree as follows:

1. “Epic Confidential Information” means and includes any information concerning Epic’s training or implementation methodologies or procedures; any Epic E-learning content; any screen designs or screen shots of or from any of Epic’s software; any instructions, manuals or other materials, in any format, relating to implementation, operation or use of Epic’s software and specifically including any training-related documentation or tools; and any other information that You or Your personnel obtain from Epic or Customer relating to Epic’s software including, but not limited to, the data structures, data models and design of such Epic software, all whether or not any such information constitutes a trade secret under applicable law. You acknowledge that the Epic Confidential Information includes any such information whether disclosed to You before or after the effective date of this Agreement.
2. You will not, and will not permit Your personnel to, use or access the Epic Confidential Information for any purpose other than the Purpose.
3. You will not, and will not permit Your personnel to, add to, modify, change, adapt, customize, download or create any derivative works from any Epic E-learning or any other Epic Confidential Information.
4. You acknowledge that the Epic Confidential Information contains trade secrets of Epic protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of Epic, You will:
 - (a) Maintain in confidence the Epic Confidential Information, except that You may disclose Epic Confidential Information to Customer to the extent necessary for the accomplishment of the Purpose set forth above. Without limiting the generality of the foregoing, You shall not permit any of Your customers other than Customer to view or otherwise access any Epic Confidential Information loaded into Your LMS by or at the direction of Customer or Epic, and You shall not permit any Epic Confidential Information to be available in any product or service where it can be made readily available to anyone other than customer or otherwise publicly available;
 - (b) Limit Your access to the Epic Confidential Information to only those employees who must have access to Epic Confidential Information in connection with the Purpose; and
 - (c) Ensure that all copies of the Epic Confidential Information are stored securely and in accordance with industry best practices for confidential hosted content including, but not limited to, establishing, implementing and maintaining appropriate administrative, technical and physical safeguards to protect and safeguard from any unauthorized access the Epic Confidential Information that may be stored and/or hosted on servers owned or controlled by You, both parties acknowledging that the Epic Confidential Information is extremely valuable and requiring the highest level of confidentiality and protection.
5. You will only load and store, and will only permit Customer to load and store, Epic Confidential Information on Customer-owned servers located at the Customer’s site or on servers owned by You and located within the European Economic Area (EEA). You agree not to access or allow Your personnel to access any Epic Confidential Information from any location outside of the European Economic Area (EEA). You represent and warrant that You have implemented safeguards to ensure that no person within Your organization may access any Epic Confidential Information in violation of this paragraph (for example, You have implemented safeguards to ensure that no person will remotely support servers containing any Epic Confidential Information from outside of the European Economic Area (EEA)).

- 6. The parties agree that the breach of this Agreement by You may cause Epic irreparable harm for which there is no adequate remedy at law. Therefore, in the event of any actual or threatened use or disclosure by You in violation of this Agreement, Epic may be entitled to equitable relief as granted by any appropriate judicial body. The failure of either party to require the performance of any item or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 7. This Agreement will terminate on the date of termination or expiration of Your contract with Customer to provide the Services. In addition, this Agreement may be terminated by You or Epic at any time upon written notice to the other party. Upon receiving notice of termination from Epic (and prior to the effective date of such termination), other than termination for breach of this Agreement or as a result of termination of Your contract with Customer to provide the Services, You may request a reasonable extension of the Agreement (a "Transition Extension") to permit Customer to transition from the Services provided by You. Upon receipt of Your written request, Epic will consider such request for a Termination Extension and will provide You with a determination within fifteen (15) business days. If Epic consents to a Transition Extension, Your access and use of Epic Confidential Information during such Transition Extension period will be in accordance with the terms and conditions of this Agreement and the consent for such access and use shall immediately terminate upon the expiration of the applicable Termination Extension period. Upon any termination, You will cease access to all Epic Confidential Information made available to You by Epic or Customer and promptly delete all Epic Confidential Information stored or maintained by You on systems under Your control (and all copies thereof). Section 4 and Sections 6-12 shall survive any termination of this Agreement for the maximum duration and scope allowed by law.
- 8. You represent and warrant that Your answers provided in the LMS Security Checklist, attached hereto as Appendix A, are complete, accurate and correct; have been reviewed by Your staff or personnel responsible for security; and are not intended to mislead. Further, if any of Your answers change during the term of this Agreement, You will promptly notify Epic of such change. For clarity, the LMS Security Checklist is not intended by the parties as a substitute or standard of care for Your obligations under Section 4(c) or otherwise under this Agreement.
- 9. All Epic Confidential Information remains the property of Epic and, except as expressly set forth in this Agreement, no license or other rights to the Epic Confidential Information is granted to You or implied hereby. **EPIC DISCLAIMS ALL WARRANTIES RELATED TO THE EPIC CONFIDENTIAL INFORMATION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, AND ANY WARRANTY THAT USE OF THE EPIC CONFIDENTIAL INFORMATION WILL BE ERROR-FREE, VIRUS FREE OR UNINTERRUPTED. EPIC FURTHER DISCLAIMS ANY WARRANTY THAT THE EPIC CONFIDENTIAL INFORMATION WILL WORK WITH YOUR LMS.**
- 10. You will not make any press release, publication, advertisement, or other type of announcement arising out of or otherwise relating to this Agreement. You acknowledge that nothing in this Agreement is intended (i) as an endorsement by Epic of You or Your product or service or (ii) to create a partnership or affiliation between You and Epic.
- 11. The provisions of this Agreement shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions. In the event that You assign this Agreement without Epic's prior written consent, this Agreement will terminate.
- 12. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles, and any action arising under this Agreement shall be brought exclusively in Wisconsin. You consent to the personal jurisdiction of the state and federal courts located in Wisconsin for such purposes.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

By: _____

Name: _____

Title: _____

Date: _____

Epic Systems Corporation

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
LMS SERVICE SECURITY CHECKLIST

	Yes	No	Comment
Are user names and passwords required to log in to the system and access content?	<input type="checkbox"/>	<input type="checkbox"/>	
Are user accounts suspended/inactivated/disabled when there are multiple, successive login failures?	<input type="checkbox"/>	<input type="checkbox"/>	
Is password checking performed on the server?	<input type="checkbox"/>	<input type="checkbox"/>	
Is end-user access audited?	<input type="checkbox"/>	<input type="checkbox"/>	
Are these audit trails retained for at least one year?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you test your LMS service against OWASP Top 10 Web Application vulnerabilities?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you apply operating system, web server, and LMS service patches at least monthly?	<input type="checkbox"/>	<input type="checkbox"/>	