

Healthcare Analytics Services Agreement

1.1 Services

Vendor shall provide healthcare data analytics services to Customer, including the receipt, processing, transmission, and storage of patient Protected Health Information (PHI) as defined under HIPAA. The Services will be applied to Customer's electronic health record (EHR) systems and claims data.

1.2 Term

Initial term of three (3) years from the Effective Date, auto-renewing for one-year periods unless either party provides ninety (90) days written notice of non-renewal.

1.3 Payment Terms

Customer shall pay all invoiced amounts within forty-five (45) days of invoice receipt. Late payments accrue interest at 1.5% per month.

1.4 Limitation of Liability

Vendor's aggregate liability under this Agreement shall not exceed the fees paid by Customer in the twelve (12) months preceding the claim.

1.5 Termination

Either party may terminate for material breach upon sixty (60) days written notice with opportunity to cure.

1.6 Data Handling

Vendor will process Customer's PHI in accordance with industry best practices and applicable law. Vendor will maintain commercially reasonable safeguards for the protection of PHI.

1.7 Governing Law

This Agreement is governed by the laws of the State of Massachusetts.