

EXHIBIT A
YOUR COMMITMENTS TO EPIC

In the course of Your duties at Epic, You may have frequent contact and interaction with the customers of Epic, and the relationships between Epic and its customers are significant assets of Epic which have been developed through substantial investment of time, effort, and expense. Also in the course of Your duties at Epic, You will have access to information about Epic's processes, technology, products, plans and strategies, and will gain unique skills, insights, and experience in the highly competitive market in which Epic operates, all of which are very valuable to Epic and all of which would be of potential value to others. You therefore acknowledge and agree that the covenants that follow are reasonable measures to protect Epic's legitimate interests in the particular knowledge of Epic's products and procedures gained by its employees and to protect Epic's position in its market, and are acceptable to You in consideration for the opportunity to obtain ARs pursuant to the Agreement. For the purpose of this Exhibit A, Epic means Epic or any of its subsidiaries.

1. Obligations During Employment.

While employed by Epic, You will not service or contact, in a business context, either directly or indirectly, any customer of Epic, except in the course of performing Your duties at Epic.

2. Covenant Not To Compete.

During the Restricted Period (defined in Section 8, below), You will not be employed or engaged by, whether as an employee, officer, partner, director, consultant, or otherwise, or have an ownership interest in (other than the ownership of less than 1 percent of a publicly-held company), any Direct Competitor of Epic. "Direct Competitors" are those companies either (a) marketing, promoting, selling, or developing computer software or services for the health care or wellness industry that serve or could reasonably be anticipated to serve similar functions as software or services (or any portion thereof) marketed, promoted, sold, or created by Epic ("Epic Products or Services"), or (b) utilizing Epic's or its customers' proprietary information or any of the proprietary components of Epic functionality to compete with Epic. The companies listed on attached Annex 1 are examples of companies that may be Direct Competitors of Epic. This provision shall not restrict You as to employment, assistance, ownership, or service in connection with products or services that do not serve substantially similar functions as Epic Products or Services.

3. New Business Enterprise or Area of Business.

During the Restricted Period, You will not establish or aid others in establishing any new business enterprise or a new area of business for an existing business enterprise, in either case which would cause such enterprise to become a Direct Competitor of Epic. This provision shall not restrict You with regard to any new business enterprise or new area of business that does not serve substantially similar functions as Epic Products or Services.

4. Customer Contact.

During the Restricted Period, You will not contact any customer or Active Prospective Customer of Epic with whom You have had contact during Your last two (2) years of employment by Epic, for the purpose of either (a) attempting to sell them products or services competitive with Epic, or (b) attempting to dissuade them from doing business with Epic. An "Active Prospective Customer" means a prospective customer which has provided to Epic a request for proposal, has a proposal from Epic, or has contacted Epic regarding Epic's Products or Services.

5. Non-Interference with Employees.

During the Restricted Period, You will not attempt to persuade or influence any then-existing employee to terminate his or her employment with Epic or a subsidiary or affiliate of Epic. The restriction in this paragraph 5 shall apply only to employees with whom You worked in the two (2) years preceding any such attempt. Nothing in this paragraph 5 prohibits You from attempting to persuade or influence any Epic employee to become an employee of any of Epic's subsidiary companies or to leave Epic, if doing so is within the scope of Your responsibilities or authority in Your role at Epic.

6. Work Product

In the course of Your duties at Epic, You may, alone or with others, conceive of, develop, reduce to practice, or create works of authorship such as computer programs, product documentation, advertising or promotional materials, or other forms of written, graphic, or creative work ("Works of Authorship"). All Works of Authorship created while You are employed by Epic (regardless of whether they were created during or outside of normal business hours) shall be considered works for hire of Epic under the United States federal copyright laws (or any other applicable law) and the sole and complete property of Epic if (i) they are generated in conjunction with work assigned to You while You are employed by Epic, (ii) they are generated using or in the physical facilities of Epic, (iii) they are created, generated, or copied onto any computer or portion thereof which is the property of Epic, or (iv) they are generated using Epic's materials or confidential and/or proprietary information ("Epic Works of Authorship"). Regardless of whether any particular work constitutes a "work made for hire" under applicable law, You hereby assign to Epic all of Your right, title, and interest to all such works.

During the Restricted Period, You may not use or disclose any Epic Works of Authorship. In the event Epic Works of Authorship are created during the Restricted Period ("Post-Employment Creations"), You hereby assign to Epic all right, title, and interest to such Post-Employment Creations. Works of Authorship created during the Restricted Period will be presumed to be Post-Employment Creations if there is substantial overlap between Your role in creating Works of Authorship at Epic and Your role in creating Works of Authorship following Your departure. The two-year Restricted Period does not apply to any Works of Authorship generated using Epic's trade secret information; any use or disclosure of Epic's trade secret information is permanently restricted only to use as needed for the proper business of Epic.

7. Employment with Customers, Consultants and Cooperative Partners

Epic expends substantial time, money and effort on the training of its new employees. In addition, as an Epic employee, You have access to Epic's customer lists and are in a position to establish relationships with Epic customers and the consulting firms and cooperative partners with whom Epic has close business relationships. Therefore, during the Restricted Period, You will not, without first obtaining the written consent of an Epic Human Resources Director, be employed or engaged by, assist, or serve as an officer, partner, or director, or consultant to, or discuss the terms of prospective employment with, any Consultant or Cooperative Partner (as defined in Annex 2) or any customer or Active Prospective Customer of Epic while You were employed by Epic, except to the extent such employment, engagement, or other association does not relate in any way to software (e.g., the design, development, sale, implementation, support, training or other activity involving software), competitive offerings, or services that overlap with Epic Products or Services. Epic may add new Consultants and Cooperative Partners to Annex 2 from time to time if Epic has worked closely with the new consulting firm or cooperative partner in connection with the development of Epic products, the provision of services for existing customers or bidding on projects for prospective customers.

8. Restricted Period

The "Restricted Period" means a period of two years after termination of Your employment at Epic (whether such termination is initiated by You or by Epic). For clarity, the covenants and restrictions set forth in Sections 2 through 7 shall continue to apply during the entire Restricted Period whether (a) You exercise Your ARs at or after the time Your employment with Epic terminates (whether initiated by You or by Epic), or (b) You exercise all of Your ARs while You are still employed at Epic, and thereafter Your employment with Epic terminates (whether initiated by You or by Epic).

9. Miscellaneous

You hereby grant to Epic an irrevocable proxy to effect any transfer of Shares under this Agreement, which proxy is coupled with an interest. In the event there is any dispute regarding this Agreement, You and Epic agree to apply Wisconsin law in an arbitration proceeding in Dane County, Wisconsin, under the rules of the American Arbitration Association. You acknowledge that monetary damages may be insufficient, and specific performance may be awarded in any such proceeding.

You acknowledge that You have agreed to certain terms under an arbitration agreement between Yourself and Epic. You agree that You must arbitrate any claims You want to bring against Epic that are within the scope of Epic's then-current arbitration agreement. Epic's current arbitration agreement is attached hereto as Annex 3.

Annex 1

Examples of Companies that May Be Competing with Epic

Accenture (health or wellness activities)	Google/Alphabet (health or wellness activities)
Allscripts	Health Catalyst
Amazon/Amazon Web Services (health or wellness activities)	IBM (health or wellness activities)
Apple (health or wellness activities)	InterSystems
athenahealth/Virence/GE Healthcare	Microsoft (health or wellness activities)
Bluetree	Moxe
Cedar	Meditech
Cerner	NextGen Healthcare
Change Healthcare/McKesson	Nordic Consulting
Deloitte (health or wellness activities)	Phreesia
eClinicalWorks	Redox
Facebook (health or wellness activities)	Salesforce (health or wellness activities)

If You have worked outside the United States for Epic or any of its affiliated companies at any time during the prior 12 months (with the exception of short-term work supporting a go-live), the list also includes the following:

Cambio
CGI/Logica
Chipsoft
EMIS
Philips Healthcare
SAP (health or wellness activities)
System C
Tieto
TPP/SystemOne

This list is meant to provide examples only and is not exhaustive of all companies that may be competing with Epic, including any of their parent companies or affiliates. Epic may update these examples from time to time. Please contact EmploymentAgreements@epic.com for the most up-to-date list.

Annex 2

Epic Consultants and Cooperative Partners

Consultants or Cooperative Partners are:

Any Consultant or Cooperative Partner that has an Access Agreement with Epic. A list of these Consultants and Cooperative Partners is maintained by the Consultant Relations team and will be made available upon request.

The terms of Exhibit A of this Agreement apply not only to the specific Consultant and/or Cooperative Partner, but also their parent companies and affiliates. Affiliates are entities that are partially or wholly owned by the Consultant and/or Cooperative Partner (subsidiaries), joint ventures involving a Consultant and/or Cooperative Partner, entities resulting from a merger involving one or more Consultants and/or Cooperative Partners, and entities that gain control of a Consultant and/or Cooperative Partner through the purchase of stock or assets. A Consultant and/or Cooperative Partner is considered to be an affiliate of such entity whether the transaction creating the affiliate is pending or completed.

Annex 3

Current Arbitration Agreement

I. Agreement to Arbitrate. Epic Systems Corporation (“Epic”) and I agree to use binding arbitration, instead of going to court, for any “Covered Claims” that arise or have arisen between me and Epic, its related and affiliated companies or successors, and/or any current or former director, officer, manager or employee of Epic or a related or affiliated company or successor. Covered Claims are, unless expressly excluded below, any statutory or common law legal claims, asserted or unasserted, that relate to or arise out of my employment or the termination of my employment. **I understand that acceptance of employment with Epic, or any entity related to or affiliated with Epic, is deemed to be acceptance of this Agreement to Arbitrate.**

I understand and agree that arbitration is the only litigation forum for resolving Covered Claims, and that both Epic and I are waiving the right to a trial before a judge or jury in federal or state court in favor of arbitration.

The arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to applicable law. The arbitrator shall follow the rules of law of the state which is the employee’s principal place of work, any applicable Federal law, and the rules as stated in this agreement. The arbitrator shall have the authority to grant any remedy or relief that the arbitrator deems just and equitable and which is authorized by and consistent with applicable law, including applicable statutory or other limitations on damages.

II. Waiver of Class and Collective Claims. I also agree that Covered Claims will be arbitrated only on an individual basis, and that both Epic and I waive the right to participate in or receive money or any other relief from any class, collective, or representative proceeding. No party may bring a Covered Claim on behalf of other individuals, and any arbitrator hearing my Covered Claim may not: (i) participate in or facilitate notification of others of potential Covered Claims; (ii) arbitrate any form of a class, collective, or representative proceeding; or (iii) without the consent of all the parties, combine more than one individual’s Covered Claim(s) into a single case.

III. At Will Employment Unchanged by this Agreement. Nothing in this agreement changes or in any manner modifies my relationship with Epic of employment-at-will.

IV. Claims not Covered by this Agreement. Covered Claims under this agreement do not include claims for employee benefits that are subject to dispute resolution procedures set forth in an applicable Epic ERISA plan. Also excluded from this agreement are any claims that cannot be required to be arbitrated as a matter of law. If I am employed in the State of California, claims under the California Private Attorney General Act of 2004 (“PAGA”) are excluded to the extent required by California law. Covered Claims cannot be joined with any excluded claims unless all parties agree. Covered Claims also do not include claims for workers’ compensation or unemployment compensation. I also understand that I am not barred from filing a claim or charge with a governmental administrative agency, though, with respect to Covered Claims, I am giving up the opportunity to recover monetary amounts from any such governmental agency related claim and would instead be able to pursue a claim for monetary amounts through arbitration. I also understand that if a third party seeks to have Epic garnish my wages, I may be subject to third-party garnishment proceedings in court, even though such a dispute concerns my wages and therefore has some relationship to my employment. Nothing in this agreement prohibits me or Epic from seeking emergency or temporary injunctive relief in a court of law in accordance with applicable

law (however, after the court has issued a ruling concerning the emergency or temporary injunctive relief, Epic and I are required to submit the dispute to arbitration pursuant to this agreement).

V. Right to Representation. Both Epic and I shall have the right to be represented by an attorney in arbitration. Neither side is entitled to its attorneys' fees except as provided for by applicable law.

VI. How to File for Arbitration. To file a demand for arbitration:

1. The party desiring to pursue a Covered Claim must prepare a written demand setting forth the Covered Claim(s).
2. The Employment Arbitration Rules & Mediation Procedures of the American Arbitration Association ("AAA") effective at the time of my filing will apply, except as modified below. The current version of the rules, as of this Version Date, can be found here: <https://www.adr.org/Rules>. These rules are modified by the terms of this agreement, including the following:
 - a. Initiation and Administration
 - (1) Epic will pay the arbitrator's fees and the arbitration filing and administrative fees provided, however, that if I initiate the arbitration, I will pay the lesser of the AAA's then current filing fee (which, as of this Version Date, is \$300), or the then-current filing fee applicable in state court;
 - (2) Unless I regularly worked for Epic in a home location other than within Dane County, Wisconsin, the arbitration shall take place in the state of Wisconsin, Dane County, unless the parties mutually agree to an alternative location. Absent extraordinary circumstances, the arbitration hearing shall be conducted on Epic's Verona, Wisconsin campus.
 - (3) Epic and I will each have the opportunity to "rank" our preference for the appointed arbitrator from a list of nine proposed arbitrators, and the AAA will then appoint the arbitrator.
 - b. Discovery
 - (1) For discovery purposes only, the arbitrator, or the AAA, may consolidate similar claims filed by multiple individual employees, each on their own behalf, into a single proceeding and, when discovery has been completed, the arbitrator or AAA may no longer proceed in consolidated fashion;
 - (2) Each party shall avoid broad or widespread collection, search, and production of documents, including electronically stored information ("ESI"). If compelling need is demonstrated by the requesting party, the production shall: (i) be narrowly tailored in scope; (ii) only come from sources that are reasonably accessible without undue burden or cost; (iii) be produced in a searchable format if ESI, and which is usable by the receiving party and convenient and economical for the producing party; and (iv) not require electronic metadata. Where the costs and burdens of the requested discovery outweighs its likely benefit, considering the needs of the case, the amount in controversy, and the importance of the discovery in resolving the issues, the arbitrator will deny such requests or order production on condition that the requesting party advance to the producing party the reasonable costs involved in making the production, subject to the allocation of costs in the final award;
 - (3) Each party shall be entitled to only one interrogatory limited to the identification of potential witnesses, in a form consistent with Rule 33 of the Federal Rules of Civil Procedure ("FRCP");
 - (4) Each party shall be entitled to only 25 requests for production of documents, in a form consistent with Rule 34 of the FRCP;

(5) Each party shall be entitled a maximum of two (2) eight-hour days of depositions of witnesses in a form consistent with Rule 30 of the FRCP;

(6) The arbitrator shall decide all disputes related to discovery and to the agreed limits on discovery and may allow additional discovery upon a showing of substantial need by either party or upon a showing of an inability to pursue or defend certain claims without such additional discovery;

c. Authority and Award

(1) The arbitrator must issue a decision in writing, setting forth in summary form the reasons for the arbitrator's determination and the legal basis therefor;

(2) The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated.

VII. Settlement. I may settle any dispute with Epic at any time without involvement of the arbitrator.

VIII. Confidentiality. Arbitration proceedings are private and confidential, and the parties and the arbitrator shall be empowered to maintain the private and confidential nature of the arbitration proceeding, testimony, hearing and award. The arbitrator must allow persons to attend the hearing who have a direct role or interest in the hearing, but shall have the authority to safeguard privacy and confidentiality such as by excluding non-essential persons from the hearing, and by issuing orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information. This confidentiality provision shall not restrain or prohibit a party from investigating, preparing for, or presenting or defending against Covered Claims, and does not apply to a judicial challenge to or enforcement of an award, or to disclosures required or authorized by law or judicial decision.

IX. Modifications and Amendments. Epic and I may enter into a revised agreement in writing with immediate effect if signed by both parties. In addition, I understand and agree that Epic may change or terminate this agreement after giving me 90 days written or electronic notice, but such change or termination will not apply to a pending claim, or to any claim that accrued or was known to me prior to the amendment, except as may be required by applicable law.

X. Enforceable By Intended Beneficiaries. Epic's related or affiliated companies and successors, as well as current or former directors, officers, managers and employees, are all intended beneficiaries of this agreement and, as such, may fully enforce the terms of this agreement.

XI. Savings Clause & Conformity Clause. If any provision of this agreement is determined to be unenforceable or in conflict with a mandatory provision of applicable law, it shall be construed to incorporate any mandatory provision, and/or the unenforceable or conflicting provision shall be automatically severed and the remainder of the agreement shall not be affected. Provided, however, that if the Waiver of Class and Collective Claims is found to be unenforceable, then any claim brought on a class, collective, or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for such claims.

XII. Controlling Law. I agree that this agreement is made pursuant to, and shall be governed under, the Federal Arbitration Act.